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

132-3 LEASING OF EQUIPMENT

132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 – SYSTEM CONFIGURATION
- End User Computer/Desktop
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Classified Elsewhere

FSC CLASS 7025 – INPUT/OUTPUT AND STORAGE DEVICES
- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers,
  - Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape and
  - Optical Disk Storage
- Other Input/Output and Storage Devices Not Classified Elsewhere

FSC CLASS 7035 – ADP SUPPORT EQUIPMENT
- ADP Support Equipment

FSC CLASS 7042 – MINI AND MICRO COMPUTER CONTROL DEVICES
- Microcomputer Control Devices
- Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 – ADP COMPONENTS
- ADP Boards

FSC CLASS 5995 – CABLE, CORD, AND WIRE ASSEMBLIES:
COMMUNICATIONS EQUIPMENT
- Communication Equipment Cable

FSC CLASS 6015 – FIBER OPTIC CABLES
- Fiber Optic Cable

FSC CLASS 6020 – FIBER OPTIC CABLE ASSEMBLIES & HARNESSES
- Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 – WIRE AND CABLE, ELECTRICAL
- Coaxial Cable

FSC CLASS 5810 – COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
- Communications Security Equipment

SIN 132-12 – MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

FPDS Code J070 – Maintenance and Repair
Repair Parts/Spare Parts – See FSC Class for basic equipment
- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

SIN 132-32 – TERM SOFTWARE LICENSES

FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE
- Large Scale Computers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software
- Microcomputers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software

SIN 132-33 – PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE
- Large Scale Computers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software
- Microcomputers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software

SIN 132-34 – MAINTENANCE OF SOFTWARE
- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

SIN 132-50 – TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(FPDS Code U012)

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

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Classified Elsewhere

SIN 132-52 – ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Classified Elsewhere

SIN 132-53 TELECOMMUNICATION TRANSMISSION SERVICES

(FPDS Code D304)
Excluding local and long distance voice, data, video, and dedicated transmission services with are NOT mobile.

FPDS Code D304	Paging Services
FPDS Code D304	Cellular/PCS Voice Services

SIN 132-100 ANCILLARY SUPPLIES AND/OR SERVICES

NOTES

SIN 132-8: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-32: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of the 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.

SIN 132-32 &
SIN 132-33: Offers are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified to an interface registered in the component registry located at http://www.core.gov.

SIN 132-51: 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 132-51: Offerors and Agencies are advised that the Group 70— Information Technology Schedule is not 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.

SIN 132-52: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

SIN 132-100: Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN on this schedule. These supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN(s) in this solicitation to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule and is limited to information technology (IT) products and/or services.
Special Instructions: The work performed under this SIN shall be associated with existing SINs that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN in this schedule. Contractors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SINs under this schedule.

INTELLIGENT DECISIONS, INC.
21445 Beaumeade Circle
Ashburn, Virginia 20147
(703) 802-5959 or 800-565-2171 (toll free)
(703) 554-1899 (fax)
www.intelligent.net

Contract Number: GS-35F-4153D
Period Covered by Contract: May 09, 1996— May 08, 2016
General Services Administration
Federal Supply Service
Pricelist current through Modification #PO-1849, dated November 19, 2015

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 GSA's Home Page via Internet at www.gsaadvantage.gov.

TABLE OF CONTENTS

INFORMATION FOR ORDERING OFFICES..... 5

TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM 132-3) 12

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM 132-8) 18

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 132-12) 20

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSE (SPECIAL ITEM NUMBER 132-32) AND PERPETUAL SOFTWARE LICENSE (SPECIAL ITEM 132-33) AND MAINTENANCE (SPECIAL ITEM 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE 25

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50) 28

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM 132-52) 30

TERMS AND CONDITIONS APPLICABLE TO TELECOMMUNICATION TRANSMISSION SERVICES (SPECIAL ITEM 132-53) 50

SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS ……...…… 51

BLANKET PURCHASE AGREEMENTS ……. 52

CONTRACTOR TEAM ARRANGEMENTS …..…….. 54

INTELLIGENT DECISIONS, INC.'S GSA FSS AUTHORIZED IT SCHEDULE PRICELIST 55

APPENDIX I – END USER LICENSE AGREEMENTS……...……137

INFORMATION FOR ORDERING OFFICES

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:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC and US Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. The geographic scope of this contract is domestic delivery.

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

2. CONTRACTOR'S ORDERING ADDRESS:

Intelligent Decisions, Inc.
21445 Beaumeade Circle
Ashburn, Virginia 20147
(703)802-5959 /800-565-2171(voice)
(703) 554-1899 (fax)

CONTRACTOR'S SERVICE AREA: All Government locations within the scope of the contract.

CONTRACTOR'S PAYMENT ADDRESS:

For Products: Intelligent Decisions, Inc.
PO Box 759429
Baltimore, MD 21275-9429

For Services: Intelligent Decisions, Inc.
ATTN: Professional Services Group
PO Box 759429
Baltimore, MD 21275-9429

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. The card may be used for payment in excess of this threshold if the using agency and contractor agree.

In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number (s) can be used by ordering agencies to obtain technical and/or ordering assistance:

(703)802-5959 / (800)565-2171(toll free)

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

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS): 61-8563720
Block 30: Type of Contractor: Small Business
Block 31: Woman-Owned Small Business: No
Block 36: Contractor's Taxpayer Identification Number (TIN): Contact ID's Accounting office for this number

a. Cage Code: 0PF98
b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

When deliveries are made to destinations outside the 48 contiguous States, i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, and are not covered the following conditions will apply:

a. Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering office.
The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

b. The right is reserved to ordering agencies to furnish Government bills of lading. Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

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.

Items or Groups of Items (SIN or Nomenclature)	Delivery Time (Days ARO)
132-3	As negotiated
132-8	30 days
132-12	As negotiated
132-32	30 days
132-33	30 days
132-34	As negotiated
132-50	As Negotiated
132-51	As negotiated
132-52	As negotiated
132-53	As negotiated
132-100	30 days

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: 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.

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

a. Special Item 132-3 — Leasing of Equipment
The maximum dollar value per order for all leased equipment will be $500,000

b. Special Item 132-8 - Purchase of Equipment
The maximum dollar value per order for all purchased equipment will be $500,000

c. Special Item 132-12 - Repair Parts/Spare Parts
The maximum dollar value per order for all repair parts/spare parts will be $500,000

d. Special Item 132-32 – Term Software License
The maximum dollar value per order for all perpetual software licenses will be $500,000

e. Special Item 132-33 - Perpetual Software License
The maximum dollar value per order for all perpetual software licenses will be $500,000

f. Special Item 132-34 — Maintenance of Software
The maximum dollar value per order for all maintenance of software will be $500,000

g. Special Item 132-50 — Training Courses
The maximum dollar value per order for all training courses will be $25,000

h. Special Item 132-51 - Information Technology (IT) Professional Services The maximum dollar value per order for all IT services will be $500,000

i. Special Item 132-52 — Electronic Commerce (EC) Services The maximum dollar value per order for all EC

services will be $500,000

j. Special Item 132-53 — Wireless Services
The maximum dollar value per order for all wireless services will be $500,000

k. Special Item 132-100 – Ancillary Supplies and / or Services
The maximum dollar value per order for all Ancillary Supplies and / or Services will be $500,000

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Federal departments and agencies 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 offices, 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 (FEDSTDS) 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. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

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

b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering

agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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

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

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

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

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

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

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

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

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES: 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 (1) 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:

a. Manufacturer
b. Manufacturer's Part Number; and
c. Product category(ies).

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract 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., publicing (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.

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)

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

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting i.e., each contractor (team member) must report sales and remit the 1FF 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 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.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.intelligent.net . The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

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

25. INSURANCE — WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective —

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or
(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface

registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS (SPECIAL ITEM NUMBER 132-3)

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

a. Lease to Ownership,
b. Lease with Option to Own, and
c. Step Lease.

Orders for leased products must specify the leasing type.

****

OPTION 1:

1. STATEMENT

a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

(1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

(2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal

order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

****

OPTION 2:

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:
"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT:

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial

base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order**.** Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

(a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) Termination for Convenience of the Ordering Activity**:** Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end

of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

****

LEASE PROVISIONS COMMON TO
ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

(a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:
- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:
- (i) Whether the Contractor can provide the required product.
- (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid.

(c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:
GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:
In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or

other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: 4.25% over the rate for the three year (or other term Treasury Bill (T-Bill) at the most current U.S. Treasury auction.
For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
   (i) to purchase the product for the residual value of the product, or
   (ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. Ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

c. Returns:
   (i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
   (ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
   (iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
   (iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
      (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
      (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
      (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
   (1) can be removed without causing material damage to the product;
   (2) do not reduce the value of the product; and
   (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
   (1) were not leased from the Contractor, and
   (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

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

Equipment is self installable unless otherwise indicated.

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:

$76.00 per hour – 2 hour minimum- within a 25 mile radius of Washington, D.C.

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.

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. Warranty shall include the standard warranty as set forth by each manufacturer of the hardware.

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.

c. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Intelligent Decisions, Inc.
21445 Beaumeade Circle
Ashburn, VA 20147
(703) 802-5959/(800) 565-2171

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 25 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 8.d and 9.d of this Special Item Number 132-12.

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

Intelligent Decisions, Inc.
21445 Beaumeade Circle
Ashburn, VA 20147

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 8:30 a.m. - 5:30 p.m. EST Monday through Friday, exclusive of holidays observed at the ordering activity location.

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

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

NEGOTIATED ON A CASE-BY-CASE BASIS

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

Quantity Range	Discounts
_____ Units	_____%
_____ Units	_____%
_____ Units	_____%

NEGOTIATED ON A CASE-BY-CASE BASIS

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 TBD/NEGOTIATED ON A CASE BY CASE BAIS_____ per mile for repairmen 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 8:30 a.m. to 5:30 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

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

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

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE	REGULAR HOURS PER HOUR	AFTER HOURS PER HOUR	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	$122.00	$70.72+ Parts	TBD CASE BY CASE BASIS	TBD CASE BY CASE BASIS
ORDERING ACTIVITY LOCATION				

(WITHIN ESTABLISHED SERVICE AREAS)	$152.00	$76.00+Parts	TBD	TBD
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	TBD ON A CASE BY CASE BASIS	TBD ON A CASE BY CASE BASIS	TBD ON A CASE BY CASE BASIS	TBD ON A CASE BY CASE BASIS

MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB.
"FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR."

Additional maintenance agreements may be obtained at the time of purchase of the equipment:
2 year return to factory $45
3 year return to factory $55
1 year on site $70
2 years on site $103
3 years on site $131

Additional maintenance agreements obtained 30 or more days after purchase of the equipment:
2 year return to factory $50
3 year return to factory $91
2 years on site $165
3 years on site $286

The above charges include parts and labor.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated _____, 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 ninety (90) calendar days.

b. REPAIR PARTS/SPARE PARTS
All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of one (1) 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 PURPOSECOMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. 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. Software warranty shall include the warranty as set forth by each manufacturer of the software.

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 (703) 802-5959 or Toll Free 1-800-565-2171 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30 a.m. to 5:30 p.m. EST.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the maintenance as set forth by each manufacturer of the software.

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 lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders

citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

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

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the 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 (l0) 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 TBD/SUBJECT TO NEGOTIATION ON A CASE-BY-CASE BASIS of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, 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 to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

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.

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.

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

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

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

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

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

None, unless offered by Manufacturer.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC 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. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract 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. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

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

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

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

d. Any Contractor travel required in the performance of IT/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.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) 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) (Deviation – May 2003) 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 (Deviation – May 2003) 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/EC Services.

9. INDEPENDENT CONTRACTOR

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31 (Feb 2007) Time and Materials/Labor Hour Proposal Requirements-Commercial Item Acquisition.

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/EC SERVICES

Intelligent Decisions, Inc.'s
GSA FSS Authorized IT Schedule Pricelist

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 1	**Administrative Support, Specialized**	**Functional Responsibility:** Provide administrative support to technical and management level personnel. This includes, but is not limited to, general office support, project administration, event planning and administration, office relocation planning, executive secretarial support, etc. May perform other duties as assigned. **Requirements:** High school diploma or GED or other equivalent degree program. Five (5)+ years of experience.	$64.73
ID SVC - 2	**Program Manager**	**Minimum/General Experience:** Plan, organize and direct the efforts of a program team, serve as on-site focal point for technical and administrative matters ensures all data submittals are complete correct and in accordance with contract prior to submittal and track financial data of individual tasks. The Project Manager possesses significant related management experience. **Functional Responsibility:** Senior executive focal points for all projects within the program responsible for all contractual, staffing, financial, performance and delivery issues. **Requirements:** Bachelor's Degree and 10 years of experience leading teams or projects.	$167.12

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 3	**Senior Program Manager**	**Minimum/General Experience:** Responsible for integrating multiple IT projects into a coherent overall Program Plan. Ensure that quality assurance and total quality management practices are implemented with regard to the overall contract. Responsible for the financial accountability of the program/contract. Must possess significant related management experience over multiple projects and at least twelve years of relevant industry experience. **Functional Responsibility:** Senior executive focal point for all projects within the program. Responsible for all contractual, staffing, financial, performance and delivery issues. **Requirements:** Bachelor's Degree and twelve years of experience leading teams or projects.	$231.73
ID SVC - 4	**Project Administrator**	**Minimum/General Experience:** Generate documents and spreadsheets utilized in status reports, trip reports, briefings, etc. Perform contract deliverable tracking, resource movement tracking, and travel administration. Assist the Project Management staff on tasks related to the administration of the task/delivery order. **Functional Responsibility:** Experienced in the development and administration of project plans and schedules through the use of computer based scheduling software. **Requirements: T**wo (2) years related work experience.	$67.99

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 5	**Project Specialist**	**Minimum/General Experience:** Proficient in writing style, punctuation, grammar and format. Experience in creating technical documents using appropriate computer based software desktop publishing packages including but not limited to Excel, Adobe PageMaker, Ventura, Quark, etc. Train client personnel in subject matter related to information technology. May develop IT course materials. Provide support to data processing and service functions including; 1) documenting IT programs and processes;2) processing, collecting, testing, maintaining and distributing program and systems documentation; 3) analyzing software code and anomalies; 4) collecting raw information, preparing flow charts, and coding in program languages and 5) word processing support of technical writers and engineers in the preparation of program documentation. **Functional Responsibility:** Prepare documentation and reports either in standard textual format and/or using commercial software packages to prepare multi media documents. **Requirements:** Bachelor's degree and at least one (1) year of experience in technical writing/multi media or specialized training in said field.	$101.97

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 6	**Technical Project Manager**	**Minimum/General Experience:** Lead the design, development and maintenance of IT projects including developing layout and detailed drawings, preparing written specifications, performing design calculations and developing cost estimates. Plan, design, develop, modify, test and support software applications/interfaces as well as translate design and program specifications into functioning software code. Coordinate project needs with other design disciplines. Investigate project design alternatives as identified by the Senior Design Engineer. Perform research for identification of acceptable materials or equipment. Perform on-site inspection of projects. **Functional Responsibility:** Senior technical focal point for all projects within the program responsible for all contractual, staffing, financial, performance and delivery issues. **Requirements:** Bachelors Degree in an engineering discipline or four (4) years related work experience in such disciplines as Oracle, C++, PowerBuilder, Visual Basic or similar.	$157.19

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 7	**Senior Technical Project Lead**	**Minimum/General Experience:** Possess exceptional expertise in an IT discipline/technology or specific functional area related to IT (environmental compliance for example). Possess a thorough knowledge of design requirements and operational procedures for IT systems, applications and relational databases. Assist the Program/Project Manager in identifying all required system/software/design changes to be incorporated into project documents as well as configuration management databases. **Functional Responsibility:** Provide oversight and technical review of project tasks and provides functional analysis in order to achieve optimal design configurations. Interpret various regulations, policies and other constraints and assess their impact on project costs. **Requirements:** Bachelor's Degree in an engineering discipline or related area such as mathematics, environmental sciences, statistics etc. Degree requirements can be substituted for seven (7) years-related work experience.	$212.43

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 8	**Management Analyst**	**Functional Responsibility:** Analyze various aspects of Information Technology organizational functioning, including management, processes, structure, culture, and performance of information technology projects. Conduct organizational or process analysis, utilizing qualitative and quantitative analysis tools and techniques for engineering, operations and security IT programs. Identify sources of problems, make recommendations for solutions, including designing and implementing appropriate organizational interventions for these IT projects. Apply organizational and management theory and principles to understand and improve organizational effectiveness and efficiency in achieving business goals as it relates to Information Technology projects. Work with all levels of the organization, from leadership and senior management to the workforce; interactions may include coaching, interviewing, workshop facilitation, training, and surveys. Focus is on understanding why and how effectively an organization, program, process or group of people, function in the present manner; how function or performance could be improved; and what should be done to bring about the improvement in effectiveness and/or efficiency of engineering, operations or security IT projects. **Requirements:** Bachelors (or equivalent)	$59.60

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 9	**Management Analyst - Senior**	**Functional Responsibility:** Under general direction analyze various aspects of organizational functioning, including management, processes, structure, culture, and performance of information technology projects. Conduct organizational or process analysis, utilizing qualitative and quantitative analysis tools and techniques for engineering, operations and security IT programs. Identify sources of problems, make recommendations for solutions, including designing and implementing appropriate organizational interventions. Apply organizational and management theory and principles to understand and improve organizational effectiveness and efficiency in achieving business goals for these IT Programs. Work with all levels of the organization, from leadership and senior management to the workforce; interactions may include coaching, interviewing, workshop facilitation, IT training, and surveys. Focus is on understanding why and how effectively an organization, program, process or group of people, function in the present manner; how function or performance could be improved; and what should be done to bring about the improvement in effectiveness and/or efficiency. Develop practical and workable solutions to clients' technical and business problems for engineering, operations and security IT programs. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex IT projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** Bachelors (or equivalent) + two (2) years of experience	$86.97

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 10	**Management Analyst - Principal**	**Functional Responsibility:** Provide technical leadership in analyzing various aspects of organizational functioning, including management, processes, structure, culture, and performance of information technology projects. Conduct organizational or process analysis, utilizing qualitative and quantitative analysis tools and techniques for engineering, operations and security IT programs. Identify sources of problems, make recommendations for solutions, including designing and implementing appropriate organizational interventions. Apply organizational and management theory and principles to understand and improve organizational effectiveness and efficiency in achieving business goals as it relates to these IT Programs. Work with all levels of the organization, from leadership and senior management to the workforce; interactions may include coaching, interviewing, workshop facilitation, training, and surveys. Focus is on understanding why and how effectively an organization, program, process or group of people, function in the present manner; how function or performance could be improved; and what should be done to bring about the improvement in effectiveness and/or efficiency in IT Programs. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems for engineering, operations and security IT programs. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelors + five (5) years of experience	$118.93

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 11	**Management Analyst - Subject Matter Expert (SME)**	**Functional Responsibility: R**ecognized technical expert in analyzing various aspects of organizational functioning, including management, processes, structure, culture, and performance of information technology projects. Conduct organizational or process analysis, utilizing qualitative and quantitative analysis tools and techniques for engineering, operations and security IT programs. Identify sources of problems, make recommendations for solutions, including designing and implementing appropriate organizational interventions as it relates to these IT Programs. Apply organizational and management theory and principles to understand and improve organizational effectiveness and efficiency in achieving business goals for engineering, operations and security IT programs. Work with all levels of the organization, from leadership and senior management to the workforce; interactions may include coaching, interviewing, workshop facilitation, training, and surveys. Focus is on understanding why and how effectively an organization, program, process or group of people, function in the present manner; how function or performance could be improved; and what should be done to bring about the improvement in effectiveness and/or efficiency for engineering, operations and security IT programs. Highest-level individual contributor in at least one IT technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client IT problems. High level of diverse technical and industry experience related to a specific skill set in Information Technology. Typically has specialization in a particular IT technology or business application. Keep abreast of technological developments and industry trends in the Information Technology field. **Requirements:** Bachelors + eight (8) years of experience	$129.81

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 12	**Engineer**	**Functional Responsibility:** Under supervision, perform a variety of network engineering tasks related to the design and implementation of integrated networks, including hardware, software, equipment and/or personnel. Plan and perform network engineering research, design development, and other assignments in conformance with network design, engineering and customer specifications. Responsible for the technical part of a major project or a project of lesser complexity and importance than those assigned to a high-level engineer **Requirements:** Bachelor's degree in Computer Science, Information Systems, Engineering or a related field with four (4) years general experience. Six (6) years of general experience is considered equivalent to a Bachelor's degree.	$93.47

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 13	**Senior Engineer**	**Minimum/General Experience:** Plan, design, develop, install, modify, and test networks, application programs and/or computer based systems. Translate systems/subsystems designs and detailed designs into fully functioning and architecturally compliant networks, applications or computer based systems. Requires knowledge of servers, workstations, and other programmable systems such as controllers and handheld devices. Provide advice on differing networking implementations and designs. Provide problem resolution, compliance testing and design recommendations. Hands on experience with internetworking equipment to include configuration, installation and/or troubleshooting. Work with senior technical and user staff in a consultative role on their projects. Provide assistance and guidance to less experienced contractor technical staff. **Functional Responsibility:** Provide senior level leadership to the project in all areas of technical implementation. **Requirements:** Bachelor's Degree in an engineering discipline or MCSE certification as well as at least six (6) years of experience.	$145.89

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 14	**Network Engineer**	**Minimum/General Experience:** Plan, design, develop, install, modify, and test networks. Translate systems/subsystems designs and detailed designs into fully functioning and architecturally compliant networks. Provide advice on differing networking implementations and designs. Provide problem resolution, compliance testing and design recommendations. Hands on experience with internetworking equipment to include configuration, installation and/or troubleshooting. **Functional Responsibility:** Work with senior technical and user staff in either a hands on consultative role on their projects. Provide assistance and guidance to less experienced contractor technical staff. **Requirements:** Bachelor's Degree in either an engineering discipline or working towards MCSE certification and at least four (4) years of experience.	$92.26

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 15	**Network Engineer - Senior**	**Functional Responsibility:** Under general direction, design, configure, test, implement and maintain telecommunications capabilities, including wide area and local area networks. Perform operations and support activities. Assist applications programmers working in the telecommunications environment. Evaluate network changes for operational impact. Evaluate network performance and resolves network and processor problems. Familiar with hardware and software diagnostic tools. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** CCNA or equivalent, four (4)+ years of experience	$106.44

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 16	**Network Engineer - Principal**	**Functional Responsibility:** Provide technical leadership in the design, configuration, testing, implementation and maintenance of telecommunications capabilities, including wide area and local area networks. Perform operations and support activities. Assist applications programmers working in the telecommunications environment. Evaluate network changes for operational impact. Evaluate network performance and resolves network and processor problems. Familiar with hardware and software diagnostic tools. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** CCNP or equivalent, six (6)+ years of experience	$157.06

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 17	**Network Engineer - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in the design, configuration, testing, implementation and maintenance telecommunications capabilities, including wide area and local area networks. Perform operations and support activities. Assist applications programmers working in the telecommunications environment. Evaluate network changes for operational impact. Evaluate network performance and resolves network and processor problems. Familiar with hardware and software diagnostic tools. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Keep abreast of technological developments and industry trends. **Requirements:** CCIE or equivalent, eight (8)+ years of experience	$207.01
ID SVC - 18	**Systems Engineer**	**Minimum/General Experience:** Assess requirements for new or modified systems, performing detailed systems design, preparing written specifications, programming and conducting module and integration tests. Train client personnel in subject matter related to information technology. May develop IT course materials. Design and maintain database management systems, use CASE technology and structured requirements analysis methodologies such as information engineering. Knowledge of MIL-STDs and system development processes. **Functional Responsibility:** Provide specific technical expertise to the project in all areas of technical implementation.	$121.80

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 19	**Systems Engineer - Subject Matter Expert (SME)**	**Minimum/General Experience:** Highly specialized in one or more phases of software systems development, systems integration, or network engineering. Act independently under general direction. Provide technical assistance and advice on complex activities. Formulate/define specifications, develop/modify/maintain complex systems and subsystems using vendor engineering releases and utilities for overall operational systems. Apply analytical techniques when gathering information from users, define work problems, design technology solutions, and develop procedures to resolve the problems. Develop complete specifications to enable computer programmers to prepare required programs. Analyze methods of approach. Review task proposal requirements, gather information, analyze data, prepare project synopses, compare alternatives, prepare specifications, resolve processing problems, coordinate work with programmers and engineers, and orient users to new systems. Work with considerable freedom to make decisions on the techniques and approaches to be used. Prepare recommendations for system improvement for management and user consideration. **Functional Responsibility:** Provide technical leadership. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelor or equivalent, 10+ years of specific experience in designing, developing and deploying engineering solutions for large customers	$193.82

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 20	**Senior Systems Engineer**	**Minimum/General Experience:** Assess requirements for new or modified systems, perform detailed systems design, prepare written specifications, programming and conducting module and integration tests. Design and maintain database management systems, use CASE technology and structured requirements analysis methodologies such as information engineering. Knowledge of MIL-STDs and system development processes. **Functional Responsibility:** Provide senior level leadership to the project in all areas of technical implementation.	$174.21
ID SVC - 21	**Senior Information Engineer**	**Functional Responsibility:** Perform information systems development, systems analysis and design, functional and data requirements analysis, programming, program design and documentation preparation. Implement information engineering projects, systems analysis, design and programming using CASE and IE tools and methods, systems planning, business information planning, and business analysis. Apply, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assist in establishing standards for information systems procedures. **Requirements:** Bachelor's degree in Computer Science, Information Systems, Engineering or a related field with eight (8) years of general experience.	$104.89

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 22	**Principal Information Engineer**	**Functional Responsibility:** Mentor government task leaders and acts as project manager directing the efforts of other IE Engineers. Full life-cycle experience and expertise in all areas of the IE Methodology. Apply an enterprise-wide set of disciplines for the management, planning, coordination, analysis, design and construction of information systems on an enterprise-wide basis. Develop analytical and computational techniques and methodology for problem solutions. Experience with manual and automated tools, such as I-CASE, and is familiar with IDEF 0 process modeling and IDEF 1X data modeling. Plan and manage project schedules, direct the work of other contractors, provide quality assurance reviews and provides consulting services during the planning, analysis, and design phase of information engineering. **Requirements:** Bachelor's degree in Computer Science, Information Systems, Software Engineering or related field with a minimum of 10 years of demonstrated experience, three (3) of which shall be in the last five (5) years in software engineering and program management in all areas above.	$147.21

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 23	**Principal Systems Architect**	**Functional Responsibility:** Provide overall technical direction in systems engineering and in the development of information technology architectures for a variety of software and communications programs. Evaluate organizational work and information flows to determine the optimum information technology architecture for the domain or enterprise. Establish system requirements in the development of enterprise-wide or large-scale information technology programs. Design software, hardware, and communications to support total requirements and provides required interfaces to other systems, domains, or enterprises. Provide guidance and direction to system architects and software developers. **Requirements:** Bachelor's degree with a minimum of 12 years of experience, of which the last nine (9) years must be specialized. Master's degree in Computer Science Engineering, or related technical discipline, with a minimum of 10 years of experience, of which the last seven (7) years must be specialized. Ph. D requires eight (8) years of general experience, of which the last six (6) years must be specialized.	$157.24

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 24	**Functional Analyst**	**Functional Responsibility:** Responsible for analysis of hardware, software, and/or communications programs, business processes, and/or functional processes. Define, design, and recommend processes and procedures supporting the acquisition and/or implementation of information technology, which support business or other functional processes. Develop documentation supporting analysis and makes recommendations on design, acquisition, or implementation of complex or non-complex IT systems. **Requirements:** Bachelor's degree in computer science, information systems, engineering, business, or related discipline. A degree is not required with five (5) years relevant experience.	$96.45
ID SVC - 25	**Senior Functional Analyst**	**Functional Responsibility:** Responsible for analysis of hardware, software, and/or communications programs, business processes, and/or functional processes. Define, design, and recommend processes and procedures supporting the implementation of information technology which support business or other functional processes. Develop documentation supporting analysis and makes recommendations on design and implementation of complex IT systems. **Requirements:** Bachelor's degree in computer science, information systems, engineering, business, or related discipline with a minimum of five (5) years of experience.	$114.72

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 26	**Enterprise Architect**	**Functional Responsibility:** Establish system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large scale information systems. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. As appropriate, ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provide daily supervision and direction to staff. **Requirements:** Bachelors (or equivalent) six (6)+ years of experience doing design and engineering	$105.69

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 27	**Enterprise Architect - Senior**	**Functional Responsibility:** Under general direction, establish system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large scale information systems and develops practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. May be required to act as a technical supervisor. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. As appropriate, ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provide daily supervision and direction to staff. **Requirements:** Bachelors (or equivalent) eight (8)+ years of experience doing design and engineering	$151.68

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 28	**Enterprise Architect - Principal**	**Functional Responsibility:** Provide technical leadership in establishing system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large scale information systems. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. May be required to act as a technical supervisor. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. As appropriate, ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provide daily supervision and direction to staff. **Requirements:** Bachelors (or equivalent) 10+ years of experience doing design and engineering	$189.93

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 29	**Enterprise Architect - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in establishing system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large scale information systems. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Keep abreast of technological developments and industry trends. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. As appropriate, ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provide daily supervision and direction to staff. **Requirements:** Bachelors (or equivalent) 12+ years of experience doing design and engineering	$270.30

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 30	**Identity Management Architect**	**Functional Responsibility:** Define and integrate disparate identity stores. In depth understanding of certificate based authentication mechanisms for directory integrated and non-directory integrated applications. Responsible for the consolidation, migration and manipulation from one identity store environment to another. Strong understanding of Microsoft Active Directory as well as other directory solutions to include other LDAP and X.500 directory stores. Evaluate the impact of proposed solutions onto the network, and be responsible for ensuring design and implementation fits architectural guidance. **Requirements:** Bachelors + six (6) years of experience with enterprise identity management environments	$122.60

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 31	**Identity Management Architect - Senior**	**Functional Responsibility:** Under general direction define and integrate disparate identity stores. In depth understanding of certificate based authentication mechanisms for directory integrated and non-directory integrated applications. Responsible for the consolidation, migration and manipulation from one identity store environment to another. Strong understanding of Microsoft Active Directory as well as other directory solutions to include other LDAP and X.500 directory stores. Evaluate the impact of proposed solutions onto the network, and be responsible for ensuring design and implementation fits architectural guidance. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** Bachelors + eight (8) years of experience with enterprise identity management environments	$198.05

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 32	**Identity Management Architect - Principal**	**Functional Responsibility:** Provide technical leadership in defining and integrating disparate identity stores. In depth understanding of certificate based authentication mechanisms for directory integrated and non-directory integrated applications. Responsible for the consolidation, migration and manipulation from one identity store environment to another. Strong understanding of Microsoft Active Directory as well as other directory solutions to include other LDAP and X.500 directory stores. Evaluate the impact of proposed solutions onto the network, and be responsible for ensuring design and implementation fits architectural guidance. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelors + 10 years of experience with enterprise identity management environments	$253.77

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 33	**Identity Management Architect - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in defining and integrating disparate identity stores. In depth understanding of certificate based authentication mechanisms for directory integrated and non-directory integrated applications. Responsible for the consolidation, migration and manipulation from one identity store environment to another. Strong understanding of Microsoft Active Directory as well as other directory solutions to include other LDAP and X.500 directory stores. Evaluate the impact of proposed solutions onto the network, and be responsible for ensuring design and implementation fits architectural guidance. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Keep abreast of technological developments and industry trends. **Requirements:** Bachelors + 12 years of experience with enterprise identity management environments	$299.41

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 34	**Network Architect**	**Functional Responsibility:** Define and integrate various Networking Components (i.e., Firewalls, Load Balancing, Port Connectivity, Security, Monitoring) into a structured, repeatable and hierarchical environment. Responsibilities include designing and building out data center and large campus environments. Additional responsibilities include the design and implementation of large wide area networks using advanced routing protocols such as BGP, EIGRP and OSPF. Additional WAN technologies to include MPLS, DMVPN, ATM and Frame Relay. Evaluate the impact of proposed solutions onto the network, and be responsible for ensuring design and implementation fits architectural guidance. **Requirements:** Bachelors + six (6) years of experience with enterprise Network Environments	$106.47

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 35	**Network Architect - Senior**	**Functional Responsibility:** Under general direction, define and integrate various Networking Components (i.e., Firewalls, Load Balancing, Port Connectivity, Security, Monitoring) into a structured, repeatable and hierarchical environment. Responsibilities include designing and building out data center and large campus environments. Additional responsibilities include the design and implementation of large wide area networks using advanced routing protocols such as BGP, EIGRP and OSPF. Additional WAN technologies to include MPLS, DMVPN, ATM and Frame Relay. Evaluate the impact of proposed solutions onto the network, and be responsible for ensuring design and implementation fits architectural guidance. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** Bachelors + eight (8) years of experience with enterprise Network Environments	$158.28

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 36	**Network Architect - Principal**	**Functional Responsibility:** Provide technical leadership in defining and integrating various Networking Components (i.e., Firewalls, Load Balancing, Port Connectivity, Security, Monitoring) into a structured, repeatable and hierarchical environment. Responsibilities include designing and building out data center and large campus environments. Additional responsibilities include the design and implementation of large wide area networks using advanced routing protocols such as BGP, EIGRP and OSPF. Additional WAN technologies to include MPLS, DMVPN, ATM and Frame Relay. Evaluate the impact of proposed solutions onto the network, and be responsible for ensuring design and implementation fits architectural guidance. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelors + 10 years of experience with enterprise Network Environments	$214.21

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 37	**Network Architect - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in defining and integrating various Networking Components (i.e., Firewalls, Load Balancing, Port Connectivity, Security, Monitoring) into a structured, repeatable and hierarchical environment. Responsibilities include designing and building out data center and large campus environments. Additional responsibilities include the design and implementation of large wide area networks using advanced routing protocols such as BGP, EIGRP and OSPF. Additional WAN technologies to include MPLS, DMVPN, ATM and Frame Relay. Evaluate the impact of proposed solutions onto the network, and be responsible for ensuring design and implementation fits architectural guidance. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Keep abreast of technological developments and industry trends. **Requirements:** Bachelors + 12 years of experience with enterprise Network Environments	$258.38

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 38	**Quality Assurance Manager**	**Functional Responsibility:** Perform analysis of quality processes. Establish, implement, and maintain processes for evaluating quality in all aspects of the software development life cycle. Determine the resources needed for a quality assurance or quality control program. Conduct reviews of quality throughout the life cycle of a system or program. Provide daily supervision and direction to staff. **Requirements:** Bachelor's degree in computer science or related discipline with a minimum of eight (8) years of experience, of which the last five (5) years is specialized. Master's degree with a minimum of six (6) years of experience, of which the last four (4) is specialized. Ph. D with a minimum of two (2) years of experience. A degree is not required with 13 years of experience, of which the last 11 is specialized.	$103.16
ID SVC - 39	**Quality Assurance Analyst**	**Functional Responsibility:** Provide technical and administrative direction for personnel performing software development tasks, including the review of work products for correct ness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinate with the Manager to ensure problem solution and user satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepare status reports and deliveries on the system concept to colleagues, subordinates, and end-users. May provide daily supervision and direction to support staff. **Requirements:** Bachelor's degree in computer science or related discipline with a minimum of six (6) years of experience, of which the last three (3) years is specialized.	$83.07

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 40	**Configuration Management (CM)**	**Functional Responsibility:** Develop, administer and implement CM plans and procedures. Control configuration baselines and interfaces through engineering change proposal/specification processing. Conduct functional and physical configuration audits and formal qualification reviews. Establish and maintain CM documentation control systems. Maintain the master records for the establishment and change of configuration baselines, engineering release systems, configuration item development record, and configuration status accounting. **Requirements:** Bachelor's degree with a minimum of four (4) years overall experience, of which the last two (2) - three (3) must be specialized.	$77.64
ID SVC - 41	**Configuration Management (CM) - Senior**	**Functional Responsibility:** Develop, administer and implement CM plans and procedures. Control configuration baselines and interfaces through engineering change proposal/specification processing. Conduct functional and physical configuration audits and formal qualification reviews. Establish and maintain CM documentation control systems. Maintain the master records for the establishment and change of configuration baselines, engineering release systems, configuration item development record, and configuration status accounting. **Requirements:** Bachelor's degree with a minimum of seven (7) years overall experience, of which the last five (5) must be specialized.	$92.52

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 42	**Configuration Management (CM) - Principal**	**Functional Responsibility:** Develop, administer and implement CM plans and procedures. Control configuration baselines and interfaces through engineering change proposal/specification processing. Conduct functional and physical configuration audits and formal qualification reviews. Establish and maintain CM documentation control systems. Maintain the master records for the establishment and change of configuration baselines, engineering release systems, configuration item development record, and configuration status accounting. **Requirements:** Bachelor's degree with a minimum of nine (9) years overall experience, of which the last five (5) must be specialized.	$105.72
ID SVC - 43	**Junior Information Security Analyst**	**Functional Responsibility:** Apply a variety of information assurance disciplines for analysis, systems security architecture and design, integration and security testing across enterprise segments. Develop analytical methodologies, security approaches, techniques, processes, security procedures, and schedules for development of sub-systems or medium-sized systems. Analyze and recommend resolution of IA problems based on knowledge of the major IA products and services. Experience in vulnerability analysis, risk assessment and system installation environment recommendations for safeguards and countermeasures. **Requirements:** Bachelor's degree with a minimum of seven (7) years of experience, of which the last five (5) years is specialized. Master's degree with a minimum of three (3) years of experience, of which the last two (2) years is specialized.	$91.20

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 44	**Information Security Analyst**	**Functional Responsibility:** Apply an enterprise-wide set of disciplines for program planning, analysis, secure system architecture and design, integration, and security testing across major enterprise segments. Develop information assurance analytical methodologies, approaches, techniques, processes, procedures, and schedules development of sub-systems or small to medium sized systems. Perform enterprise-wide information assurance strategic planning, security policy development and requirements identification. Experience in threat assessment, vulnerability analysis, system testing system testing, enterprise-wide security related countermeasure selection and implementation, security documentation, and system/network risk migration. Responsible for managing security implementation for developing and legacy systems/networks. **Requirements:** Bachelor's degree with a minimum of five (5) years of experience, of which the last two (2) years are specialized. Master's degree with a minimum of two (2) years of experience. CISSP is desired.	$111.13

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 45	**Information Security Analyst - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert Provides technical support in the areas of vulnerability assessment, risk assessment, network security, product evaluation, and security implementation. Highest-level individual contributor in this area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Responsible for designing and implementing solutions for protecting the confidentiality, integrity and availability of sensitive information. Provide technical evaluations of customer systems and assists with making security improvements. Participate in design of information system contingency plans that maintain appropriate levels of protection and meet time requirements for minimizing operations impact to customer organization. Conduct security product evaluations, and recommend products, technologies and upgrades to improve the customer's security posture. Conduct testing and audit log reviews to evaluate the effectiveness of current security measures. **Requirements:** Bachelor or equivalent, 10+ years of specific experience in designing, developing and assessing security solutions for large customers	$175.38

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 46	**Senior Information Security Analyst**	**Functional Responsibility:** Apply an enterprise-wide set of disciplines for program planning, analysis, secure system architecture and design, integration, and security testing across major enterprise segments. Develop information assurance analytical methodologies, approaches, techniques, processes, procedures, and schedules development of sub-systems or small to medium sized systems. Experience in threat assessment, vulnerability analysis, risk assessment and system/network risk migration. Responsible for managing security implementation for developing and legacy systems/networks. **Requirements:** Bachelor's degree with a minimum of seven (7) years of experience, of which the last five (5) years are specialized. Master's degree with a minimum of three (3) years of experience, of which the last two (2) years are specialized. CISSP is desired.	$154.07
ID SVC - 47	**Systems Security Architect**	**Functional Responsibility:** Lead developing, implementing, and maintaining enterprise-wide information security capabilities. Analyze the enterprise business models and IT systems to determine security risks and risk management considerations. Define enterprise and system level security requirements. Propose technical solutions for systems and applications-level security architecture and design. Develop security plans, policies and procedures. **Requirements:** Bachelors (or equivalent) six (6)+ years of experience doing enterprise security engineering activities	$101.62

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 48	**Systems Security Architect - Senior**	**Functional Responsibility:** Under general direction, lead developing, implementing, and maintaining enterprise-wide information security capabilities. Analyze the enterprise business models and IT systems to determine security risks and risk management considerations. Defines enterprise and system level security requirements. Propose technical solutions for systems and applications-level security architecture and design. Develop security plans, policies and procedures. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. May be required to act as a technical supervisor. **Requirements:** Bachelors (or equivalent) eight (8)+ years of experience doing enterprise security engineering activities	$146.85

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 49	**Systems Security Architect - Principal**	**Functional Responsibility:** Provide technical leadership in Leads developing, implementing, and maintaining enterprise-wide information security capabilities. Analyze the enterprise business models and IT systems to determine security risks and risk management considerations. Define enterprise and system level security requirements. Propose technical solutions for systems and applications-level security architecture and design. Develop security plans, policies and procedures. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. May be required to act as a technical supervisor. **Requirements:** Bachelors (or equivalent) 10+ years of experience doing enterprise security engineering activities	$179.53

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 50	**Systems Security Architect - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in developing, implementing, and maintaining enterprise-wide information security capabilities. Analyze the enterprise business models and IT systems to determine security risks and risk management considerations. Define enterprise and system level security requirements. Propose technical solutions for systems and applications-level security architecture and design. Develop security plans, policies and procedures. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Keep abreast of technological developments and industry trends. **Requirements:** Bachelors (or equivalent) 12+ years of experience doing enterprise security engineering activities	$231.30
ID SVC - 51	**Cyber Security Engineer**	**Functional Responsibility:** Perform assessment of present levels of cyber security, defines acceptable levels of risk, trains all personnel in proper cyber hygiene and establishes formal maintenance procedures. Perform privacy impact assessments and provides PII data security and monitoring, and migration strategies. Identify potential vulnerabilities to cyber and information security using penetration testing and red teams. Provide technologies for identification, modeling, and predictive analysis of cyber threats. **Requirements:** Bachelors (or equivalent) two (2)+ years of experience doing cyber security activities	$80.81

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 52	**Cyber Security Engineer - Senior**	**Functional Responsibility:** Under general direction, perform assessment of present levels of cyber security, defines acceptable levels of risk, trains all personnel in proper cyber hygiene and establishes formal maintenance procedures. Perform privacy impact assessments and provides PII data security and monitoring, and migration strategies. Identify potential vulnerabilities to cyber and information security using penetration testing and red teams. Provide technologies for identification, modeling, and predictive analysis of cyber threats. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. May be required to act as a technical supervisor. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. As appropriate, ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provide daily supervision and direction to staff. **Requirements:** Bachelors (or equivalent) five (5)+ years of experience doing cyber security activities	$110.49

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 53	**Cyber Security - Principal**	**Functional Responsibility:** Provide technical leadership in performing assessment of present levels of cyber security, define acceptable levels of risk, trains all personnel in proper cyber hygiene and establishes formal maintenance procedures. Perform privacy impact assessments and provides PII data security and monitoring, and migration strategies. Identify potential vulnerabilities to cyber and information security using penetration testing and red teams. Provide technologies for identification, modeling, and predictive analysis of cyber threats. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. Technical supervisor. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provides daily supervision and direction to staff. **Requirements:** Bachelors (or equivalent) eight (8)+ years of experience doing cyber security activities	$160.14

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 54	**Cyber Security - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in performing assessments of present levels of cyber security, defines acceptable levels of risk, trains all personnel in proper cyber hygiene and establishes formal maintenance procedures. Perform privacy impact assessments and provides PII data security and monitoring, and migration strategies. Identify potential vulnerabilities to cyber and information security using penetration testing and red teams. Provide technologies for identification, modeling, and predictive analysis of cyber threats. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Keep abreast of technological developments and industry trends. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provide daily supervision and direction to staff. **Requirements:** Bachelors (or equivalent) 10+ years of experience doing cyber security activities	$195.30

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 55	**Systems Administrator**	**Functional Responsibility:** Responsible for the technical administration of a server-based computer system. Oversee the day to day activities for the system and is responsible for all applications present on the system. Administer related systems, including security, communications, software applications, electronic mail, bulletin boards, printing services, outside communication links, licensing, and any other initial troubleshooting. Maintain server management records. **Requirements:** Bachelor's degree with a minimum of five (5) years of experience, of which the last three (3) years must be specialized. A degree is not required with seven (7) years of experience, of which the last four (4) years are specialized.	$80.71
ID SVC - 56	**Data Entry Clerk**	**Functional Responsibility:** Operate a data entry device to record or verify a variety of standard coded or uncoded business or statistical source data into a computer. Rely on instructions and pre-established guidelines to perform the functions of the job. Work under immediate supervision. **Requirements:** High school diploma or its equivalent	$35.81

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 57	**Data Entry Specialist**	**Minimum/General Experience:** Experienced in using a computer for a variety of documents/spread sheets including status reports, trip reports, meeting minutes, briefing slides, etc. Knowledgeable of file setup and maintenance, classified material handling and storage procedures, and reproduction/publishing techniques. **Functional Responsibility:** Prepare documents and spreadsheets including status reports, trip reports, meeting minutes, briefing slides, etc. **Requirements:** A minimum of one (1) year experience in clerk/assistant type work is required. Relevant education beyond high school may be substituted on a one for one basis for experience.	$44.08
ID SVC - 58	**Junior Database Administrator**	**Functional Responsibility:** Apply knowledge of computer science concepts and techniques in the design, development, installation and maintenance of relational databases. Develop and maintain necessary public synonyms, database links, and user access controls. Provide database tuning and monitoring to insure effective and efficient data access to include comparison of performance ratios, tuning of memory, configuration, disk I/O and application software, design and maintenance of the physical layout of the databases, and calculating disk space requirements for database tables and indexes. **Requirements:** Bachelor's degree with three (3) - five (5) years of experience in a similar role, in which the last two (2) - three (3) years must be specialized.	$82.72

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 59	**Database Administrator**	**Functional Responsibility:** Apply knowledge of computer science concepts and techniques in the design, development, installation and maintenance of relational databases. Develop and maintains necessary public synonyms, database links, and user access controls. Provide database tuning and monitoring to insure effective and efficient data access to include comparison of performance ratios, tuning of memory configuration, disk I/O, and application software. Design and maintenance of the physical layout of the database and calculating disk space requirements for database tables and indexes. Responsible for segments or phases of broader, more complex projects. **Requirements:** Bachelor's degree with five (5) - seven (7) years overall experience, of which the last four (4) - five (5) years of experience must be specialized.	$92.76
ID SVC - 60	**Senior Database Administrator**	**Functional Responsibility:** Apply knowledge of computer science concepts and techniques in the design, development, installation, and maintenance of relational databases. Develop and maintain necessary public synonyms, database links, and user access controls. Provide database tuning and monitoring to ensure effective and efficient data access to include comparison of performance ratios, tuning of memory configuration, disk I/0, and application software, design and maintenance of the physical layout of the databases and calculating disk space requirements for database tables and indexes. Responsible for developing project plans, justifications, guidelines, and controls. **Requirements:** Bachelor's degree with seven (7) years overall experience, of which the last five (5) years must be specialized.	$111.31

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 61	**Database Warehousing/Mining Specialist**	**Functional Responsibility:** Design, implement and support data warehousing. Implements business rules via stored procedures, middleware, or other technologies. Define user interfaces and functional specifications. Responsible for verifying accuracy of data, and the maintenance and support of the data warehouse. Experienced in database design, particularly in the integration of multiple data sources into a single repository. Experienced in applying data analysis and statistical techniques on large data sets, to develop predictive models that address and targeted problems. Experienced in utilizing data that is multichannel (web, email, direct mail and call center) in origin and application. Ability to perform sophisticated statistical analysis and also interpret the data and communicate results to technical and non-technical audiences. **Requirements:** Bachelor (or equivalent) + two (2) years of programming experience	$74.63

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 62	**Database Warehousing/Mining Specialist - Senior**	**Functional Responsibility:** Under general direction design, implement and support data warehousing. Implement business rules via stored procedures, middleware, or other technologies. Define user interfaces and functional specifications. Responsible for verifying accuracy of data, and the maintenance and support of the data warehouse. Experienced in database design, particularly in the integration of multiple data sources into a single repository. Experienced in applying data analysis and statistical techniques on large data sets, to develop predictive models that address and targeted problems. Experienced in utilizing data that is multichannel (web, email, direct mail and call center) in origin and application. Perform sophisticated statistical analysis and also interpret the data and communicate results to technical and non-technical audiences. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** Bachelor (or equivalent) + five (5) years of programming experience	$101.73

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 63	**Database Warehousing/Mining Specialist - Principal**	**Functional Responsibility:** Provide technical leadership in the design, implementation and support of data warehousing. Implement business rules via stored procedures, middleware, or other technologies. Define user interfaces and functional specifications. Responsible for verifying accuracy of data, and the maintenance and support of the data warehouse. Experienced in database design, particularly in the integration of multiple data sources into a single repository. Experienced in applying data analysis and statistical techniques on large data sets, to develop predictive models that address and targeted problems. Experienced in utilizing data that is multichannel (web, email, direct mail and call center) in origin and application. Perform sophisticated statistical analysis and also interpret the data and communicate results to technical and non-technical audiences. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelor (or equivalent) + eight (8) years of programming experience	$134.47

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 64	**Database Warehousing/Mining Specialist - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in the design, implementation and support of data warehousing. Implements business rules via stored procedures, middleware, or other technologies. Define user interfaces and functional specifications. Responsible for verifying accuracy of data, and the maintenance and support of the data warehouse. Experienced in database design, particularly in the integration of multiple data sources into a single repository. Experienced in applying data analysis and statistical techniques on large data sets, to develop predictive models that address and targeted problems. Experienced in utilizing data that is multichannel (web, email, direct mail and call center) in origin and application. Perform sophisticated statistical analysis and also interpret the data and communicate results to technical and non-technical audiences. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Keep abreast of technological developments and industry trends. **Requirements:** Bachelor (or equivalent) + 10 years of programming experience	$165.73

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 65	**Junior Programmer**	**Functional Responsibility:** Perform analysis and develops, integrates, and maintains both systems and applications software as required. Perform enterprise or organization-wide planning and design of technical solutions requiring the application of information technology. Perform analysis and validation of IT requirements. Implement efforts within the systems software domain. **Requirements:** Bachelor's degree in computer science or related field, with a minimum of three (3) years of experience, of which two (2) must be specialized. A degree is not required with five (5) years overall experience, of which two (2) must be in a selected skill.	$68.94
ID SVC - 66	**Programmer**	**Functional Responsibility:** Perform analysis and develops, integrates, and maintains both systems and applications software as required. Perform enterprise or organization-wide planning and design of technical solutions requiring the application of information technology. Perform analysis and validation of IT requirements. Plan and manage efforts within the systems software domain. **Requirements:** Requirements: Bachelor's degree in computer science or related field, with a minimum of five (5) years of experience, of which three (3) must be specialized.	$81.48

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 67	**Programmer - Principal**	**Functional Responsibility:** Provide technical leadership in analyzing functional business applications and design specifications for functional activities. Develop block diagrams and logic flow charts. Translate detailed design into computer software. Test, debug and refine the computer software to produce the required product. Prepare required documentation, including both program-level and user-level documentation. Enhance software to reduce operating time or improve efficiency. Provide technical direction to lower level programmers to ensure program deadlines are met. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelors or equivalent + eight (8) years of experience doing application development	$132.86

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 68	**Programmer - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in analyzing functional business applications and design specifications for functional activities. Develop block diagrams and logic flow charts. Translate detailed design into computer software. Test, debug and refine the computer software to produce the required product. Prepare required documentation, including both program-level and user-level documentation. Enhance software to reduce operating time or improve efficiency. Provide technical direction to lower level programmers to ensure program deadlines are met. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. Function as the highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Keep abreast of technological developments and industry trends. **Requirements:** Bachelors or equivalent + 10 years of experience doing application development	$158.36

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 69	**Senior Programmer**	**Functional Responsibility:** May serve as task or project leader. Perform analysis and develops, integrates, and maintains both systems and applications software as required. Perform enterprise or organization-wide planning and design of technical solutions requiring the application of information technology. Perform analysis and validation of IT requirements. Plan and manage efforts within the systems software domain. **Requirements:** Bachelor's degree in computer science or related field, with a minimum of six (6) years of experience, of which four (4) must be specialized. Master's degree with a minimum of four (4) years of experience, of which the last four (4) are specialized. A degree is not required with 10 years overall experience, of which the last eight (8) years must be specialized.	$104.60
ID SVC - 70	**Senior Programmer Specialist**	**Functional Responsibility:** May serve as task or project leader. Perform analysis and develops, integrates, and maintains both systems and applications software as required. Perform enterprise or organization-wide planning and design of technical solutions requiring the application of information technology. Perform analysis and validation of IT requirements. Plan and manage efforts within the systems software domain. **Requirements:** Bachelor's degree in computer science or related field, with a minimum of 10 years of experience, of which four (4) must be specialized. Master's degree with a minimum of eight (8) years of experience, of which the last four (4) are specialized.	$119.07

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 71	**Systems Analyst**	**Functional Responsibility:** Conduct system planning to include requirement definition, implementation planning, and lifecycle cost estimates. Undertake analysis supporting software programs. Define, design, and specify processes and procedures supporting the implementation of information technology. Develop documentation supporting analysis and makes recommendations on design and implementation of complex systems. **Requirements:** Bachelor's degree with a minimum of five (5) years of experience, of which the last three (3) are specialized. A degree is not required with nine (9) years of experience, of which five (5) are specialized.	$95.29
ID SVC - 72	**Senior Systems Analyst**	**Functional Responsibility:** Conduct system planning to include requirement definition, implementation planning, and lifecycle cost estimates. Perform analysis or studies enhancing or implementing systems software solutions. Undertake significant analysis within software programs. Define, design and specify processes and procedures supporting the implementation of information technology, which support business or other functional areas. Develop documentation supporting analysis and makes recommendations on design and implementation of complex IT systems. May serve as task or project leader. **Requirements:** Bachelor's degree with a minimum of seven (7) years of experience, of which the last five (5) are specialized. A degree is not required with 11 years of experience, of which seven (7) are specialized.	$108.52

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 73	**Senior Applications Programmer**	**Minimum/General Experience:** Plan, design, develop, modify, and test application programs. Translate systems/subsystems designs and detailed designs into applications logic. Provide advice on differing control systems applications designs and access methods in problem resolution, design, and development situations. **Functional Responsibility:** Work with other senior technical and user staff to complete projects as well as provide assistance and guidance to less experienced technical staff. **Requirements:** Bachelors Degree in an engineering discipline or seven (7) years related work experience.	$194.00
ID SVC - 74	**Software Engineer**	**Functional Responsibility:** Design, develop, and provide customization of various applications to meet a series of pre-defined requirements. Requirements will be met through the use of various programming languages and possibly machine and assembly languages. **Requirements:** Bachelor (or applicable substitution) + two (2) years of Application Development experience	$67.92

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 75	**Software Engineer - Senior**	**Functional Responsibility:** Under general direction design, develop, and provide customization of various applications to meet a series of pre-defined requirements. Requirements will be met through the use of various programming languages and possibly machine and assembly languages. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Competent to work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** Bachelor (or applicable substitution) + five (5) years of Application Development experience	$112.20

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 76	**Software Engineer - Principal**	**Functional Responsibility:** Provide technical leadership in designing, developing, and providing customization of various applications to meet a series of pre-defined requirements. Requirements will be met through the use of various programming languages and possibly machine and assembly languages. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelor (or applicable substitution) + eight (8) years of Application Development experience	$141.38

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 77	**Software Engineer - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in Designing, developing, and providing customization of various applications to meet a series of pre-defined requirements. Requirements will be met through the use of various programming languages and possibly machine and assembly languages. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Keep abreast of technological developments and industry trends. **Requirements:** Bachelor (or applicable substitution) + 10 years of Application Development experience	$179.53
ID SVC - 78	**Software Tester**	**Functional Responsibility:** Perform formal software testing activities for complex software applications. Review user requirements documentation; assists in development of test plans; develop test data to be used in performing tests; and transforms test plans into test scripts. Ensure proper execution of test scripts and documentation of test results in tracking systems. Analyze test results, document conclusions, and make recommendations that are fully supported by test results. **Requirements:** Bachelors (or equivalent) + two (2) years of experience	$56.58

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 79	**Software Tester - Senior**	**Functional Responsibility:** Under general direction performs formal software testing activities for complex software applications. Review user requirements documentation; assist in development of test plans; develop test data to be used in performing tests; and transform test plans into test scripts. Ensure proper execution of test scripts and documentation of test results in tracking systems. Analyze test results, document conclusions, and make recommendations that are fully supported by test results. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** Bachelors (or equivalent) + five (5) years of experience	$66.63

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 80	**Software Tester - Principal**	**Functional Responsibility:** Provide technical leadership in performing formal software testing activities for complex software applications. Review user requirements documentation; assist in development of test plans; develops test data to be used in performing tests; and transforms test plans into test scripts. Ensure proper execution of test scripts and documentation of test results in tracking systems. Analyze test results, document conclusions, and make recommendations that are fully supported by test results. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelors (or equivalent) + seven (7) years of experience	$100.56
ID SVC - 81	**Intermediate Communications Analyst**	**Functional Responsibility:** Responsible for supporting the delivery of technical solutions based upon established requirements of enterprise-wide or large scale computer networks. Support design of computer network architecture. Establish general LAN.MAN/WAN administration procedures and provides technical leadership in the integration and test of complex large-scale computer integrated networks. Schedules conversions and cut-overs. May oversee network control center. **Requirements:** Bachelor's degree with a minimum of two (2) - four (4) years of experience. A degree is not required with a minimum of six (6) years of experience.	$121.80

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 82	**Senior Communications Analyst**	**Functional Responsibility:** Apply communications/network improvement practices to establish requirements of enterprise-wide or large-scale computer networks. Design large-scale computer network architecture. Establish general LAN/MAN/WAN administration procedures and provides technical leadership in the integration and test of complex large-scale computer-integrated networks. Oversee network control center. Supervise maintenance of systems. May supervise communication analysts. **Requirements:** Bachelor's degree with a minimum of five (5) years of experience. A degree is not required with a minimum of nine (9) years of experience.	$123.59
ID SVC - 83	**Data Communications Manager**	**Functional Responsibility:** Manage a team of data communication technicians and analysts who maintain and support data communication systems. Ensure that adequate and appropriate planning is provided for remote hardware and communications facilities to develop and implement methodologies for analysis, installation, and support of distributed processing client/server systems. Provide coordination in the analysis, acquisition, and installation of hardware, software, and facilities. Manage the training and efforts of a staff engaged in system and network planning, analysis and monitoring activities. Frequently reports to Telecommunications Department Director/Manager. **Requirements:** A minimum of eight (8) - 10 years of experience in software/hardware LAN and WAN network design and analysis.	$167.12

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 84	**Voice Communications Manager**	**Functional Responsibility:** Manage a team of voice communications technicians and analysts who maintain and support voice communication systems, including Automated Call Distribution (ACD), Call Management Systems (CMS), and Voice Mail, PBX, CBX. Identifies issues and appropriate courses of action. Research and oversees implementation of new technologies. Must be familiar with a variety of the field's concepts, practices, and procedures. Knowledgeable in communication protocols and hardware (e.g. Lucent, Siemens, Nortel). Frequently reports to Telecommunications Department Director/Manager. **Requirements:** A minimum of 10 years of experience in software/hardware voice network design and analysis.	$150.17
ID SVC - 85	**Unified Communications Engineer**	**Functional Responsibility:** Create a single user interface for the combination of multiple media types into an integrated, unified network environment. Media types include voice, video and data. All of these services are provided across an IP based network. Responsible for the design and implementation of large enterprise systems supporting 25,000+ users. Configure network along with application specific infrastructure and determine how all pieces fit together. Responsible for ensuring the implementation meets required specifications as laid out in the design. Perform troubleshooting based on performance degradation and develops system specific configurations based on stakeholder requirements. **Requirements:** Bachelors + three (3) years of experience with enterprise Unified Communications Environments	$92.82

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 86	**Unified Communications Engineer - Senior**	**Functional Responsibility:** Under General Direction, create a single user interface for the combination of multiple media types into an integrated, unified network environment. Media types include voice, video and data. All of these services are provided across an IP based network. Responsible for the design and implementation of large enterprise systems supporting 25,000+ users. Configure network along with application specific infrastructure and determine how all pieces fit together. Responsible for ensuring the implementation meets required specifications as laid out in the design. Perform troubleshooting based on performance degradation and develops system specific configurations based on stakeholder requirements. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensure the successful delivery of the project requirements. **Requirements:** Bachelors + five (5) years of experience with enterprise Unified Communications Environments	$115.90

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 87	**Unified Communications Engineer - Principal**	**Functional Responsibility:** Provide Technical Leadership to create a single user interface for the combination of multiple media types into an integrated, unified network environment. Media types include voice, video and data. All of these services are provided across an IP based network. Responsible for the design and implementation of large enterprise systems supporting 25,000+ users. Configure network along with application specific infrastructure and determine how all pieces fit together. Responsible for ensuring the implementation meets required specifications as laid out in the design. Perform troubleshooting based on performance degradation and develops system specific configurations based on stakeholder requirements. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelors + eight (8) years of experience with enterprise Unified Communications Environments	$174.83

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 88	**Unified Communications Engineer - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in creating a single user interface for the combination of multiple media types into an integrated, unified network environment. Media types include voice, video and data. All of these services are provided across an IP based network. Responsible for the design and implementation of large enterprise systems supporting 25,000+ users. Configure network along with application specific infrastructure and determine how all pieces fit together. Responsible for ensuring the implementation meets required specifications as laid out in the design. Perform troubleshooting based on performance degradation and develops system specific configurations based on stakeholder requirements. Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Keep abreast of technological developments and industry trends. **Requirements:** Bachelors + 10 years of experience with enterprise Unified Communications Environments	$243.14

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 89	**Help Desk Service Specialist**	**Functional Responsibility:** Provide telephone and in-person support to users in the areas of email, directories, standard Windows desktop COTS applications and applications developed under this contract for predecessors. Serve as the initial point of contact for troubleshooting hardware, software, PC and printer problems. **Requirements: Three (**3) - five (5) years of experience, of which the last two (2) must be specialized.	$54.36
ID SVC - 90	**Help Desk Specialist - Senior**	**Functional Responsibility:** Provide phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications and applications developed or deployed under this contractor or predecessors. Serve as the first point of contact for troubleshooting hardware/software PC and printer problems. Tier 2 Service Desk Specialist **Requirements:** Bachelors (or equivalent) + three (3) years of experience	$64.46
ID SVC - 91	**Help Desk Specialist - Principal**	**Functional Responsibility:** Provide phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications and applications developed or deployed under this contractor or predecessors. Serve as the first point of contact for troubleshooting hardware/software PC and printer problems. Tier 2 and 3 Support Desk specialist capable of supporting multi-platform environments for large environments **Requirements:** Bachelors (or equivalent) + five (5) years of experience	$84.12

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 92	**Help Desk Service Manager**	**Functional Responsibility:** Provide daily supervision and direction to staff that are responsible for telephone and in-person to users in the areas of email, directories, COTS, standard Windows desktop applications and applications developed or deployed under a specific contract. Serve as the Subject Matter Expert (SME) for hardware, software, PC and printer problems. **Requirements:** Five (5) - seven (7) years overall experience, of which the last four (4) years is specialized.	$69.89
ID SVC - 93	**Help Desk Manager - Senior**	**Functional Responsibility:** Provide daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed or deployed under this contract. Serve as the first point of contact for troubleshooting hardware/software PC and printer problems. **Requirements:** Bachelors (or equivalent) + five (5) years of experience	$108.40

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 94	**Help Desk Manager - Principal**	**Functional Responsibility:** Provide technical leadership in the daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed or deployed under this contract. Serve as the first point of contact for troubleshooting hardware/software PC and printer problems. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelors (or equivalent) + seven (7) years of experience	$135.41
ID SVC - 95	**Network Technician**	**Minimum/General Experience:** Perform network installations and troubleshooting. Work independently on basic networking issues such as cable/plant layout and server/desktop installation. Possess working knowledge of at least one Network Operating System, preferably Microsoft NT. Work directly with end user customers. **Functional Responsibility:** Perform network installations and troubleshooting. **Requirements:** Associates degree or working towards MCSE certification as well as at least one (1) year of experience.	$71.53

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 96	**Senior Network Technician**	**Minimum/General Experience:** Work independently on basic networking issues such as cable/plant layout and server/desktop installation. Possess working knowledge of at least one Network Operating System, preferably Microsoft NT. Work directly with end user customers. **Functional Responsibility:** Perform network installations and troubleshooting.	$100.14
ID SVC - 97	**Hardware Installation Technician**	**Functional Responsibility:** Configure computers, communication devices, and peripheral equipment. Install network hardware. Analyze and install computer based systems, local area networks, fiber optic cables, and communication systems. Train site personnel in proper use of hardware. **Requirements:** High school diploma with a minimum of five (5) years of experience, of which three (3) years must be specialized.	$61.72
ID SVC - 98	**Senior Hardware Installation Technician**	**Functional Responsibility:** Conduct site surveys. Assess and document current site network configuration and user requirements. Design and optimize network topologies. Analyze existing requirements and prepares specifications for hardware acquisitions. Prepare engineering plans and site installation. Prepare drawings documenting configuration changes at each site. Prepare site installation and test reports. **Requirements:** Bachelor's degree with a minimum of four (4) years of experience, of which the last two (2) must be specialized. High school diploma with a minimum of seven (7) years of experience, of which the four (4) years must be specialized.	$73.56

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 99	**Hardware Specialist**	**Functional Responsibility:** Review computer systems in terms of machine capabilities and man-machine interface. Monitor and respond to complex hardware problems using a variety of hardware testing tools and techniques. Prepare functional requirements and specifications for hardware acquisitions. Ensure that problems have been properly identified and resolved. **Requirements:** Bachelor's degree with a minimum of five (5) years of experience, of which the last three (3) must be specialized. High school diploma with a minimum of nine (9) years of experience, of which the last five (5) years must be specialized.	$80.69
ID SVC - 100	**Computer Operator**	**Functional Responsibility:** Monitor and control one or more mini or mainframe computers by operating the central console or on-line terminals. Study program operation instructions to determine equipment setup and run operations. Continuously observes the operation of the console panel, storage devices, printers, and the action of the console printer to monitor the system and determine the point of equipment or program failure. Manipulate controls in accordance with standard procedures to continue operations when individual units of the system malfunction. Confer with software systems engineering or applications programming personnel in the event errors require a change of instructions or sequence of operations. Maintain operating records such as machine performance and production reports. **Requirements:** Bachelors (or equivalent) + 1 year of experience	$41.81

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 101	**Computer Operator - Senior**	**Functional Responsibility:** Under general direction monitor and control one or more mini or mainframe computers by operating the central console or on-line terminals. Study program operation instructions to determine equipment setup and run operations. Continuously observe the operation of the console panel, storage devices, printers, and the action of the console printer to monitor the system and determine the point of equipment or program failure. Manipulate controls in accordance with standard procedures to continue operations when individual units of the system malfunction. Confer with software systems engineering or applications programming personnel in the event errors require a change of instructions or sequence of operations. Maintain operating records such as machine performance and production reports. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** Bachelors (or equivalent) + three (3) years of experience	$62.14

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 102	**Computer Operator - Principal**	**Functional Responsibility:** Provide technical leadership in monitoring and control of one or more mini or mainframe computers by operating the central console or on-line terminals. Study program operation instructions to determine equipment setup and run operations. Continuously observe the operation of the console panel, storage devices, printers, and the action of the console printer to monitor the system and determine the point of equipment or program failure. Manipulate controls in accordance with standard procedures to continue operations when individual units of the system malfunction. Confer with software systems engineering or applications programming personnel in the event errors require a change of instructions or sequence of operations. Maintain operating records such as machine performance and production reports. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelors (or equivalent) + five (5) years of experience	$82.01

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 103	**Web Designer**	**Functional Responsibility:** Responsible for the oversight and creation of graphic user interfaces for the internet. Coordinate with application engineers and end users to determine requirements and manages and implements quality control procedures to ensure compliance with requirements. Work closely with application engineers and end users to design effective graphic user interfaces using current developments in web design tools and networking technology. **Requirements:** Bachelor's degree with two (2) years of experience including development and design of software systems and Web development. A degree is not required with five (5) years of experience.	$114.09
ID SVC - 104	**Web Software Developer**	**Functional Responsibility:** Provide support to develop Web based applications including online customer service for agency components to be able to deliver their services online. Provide support in developing the site concept, interface design, and architecture of the web-site. Provide support for the implementation of interfaces to applications. Working knowledge and experience coding in Java is required. Knowledge of several of the following areas is desirable: Active Server Pages (ASP), JavaScript, and SQL Server, Visual Basic, JavaScript, MS Access, HTML, DBMS's (ex. - Oracle, Sybase, etc.). **Requirements:** Bachelor (or equivalent) + two (2) years of programming experience	$81.70

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 105	**Web Software Developer - Senior**	**Functional Responsibility:** Under general direction provide support to develop Web based applications including online customer service for agency components to be able to deliver their services online. Provide support in developing the site concept, interface design, and architecture of the web-site. Provide support for the implementation of interfaces to applications. Working knowledge and experience coding in Java is required. Knowledge of several of the following areas is desirable: Active Server Pages (ASP), JavaScript, and SQL Server, Visual Basic, JavaScript, MS Access, HTML, DBMS's (ex. - Oracle, Sybase, etc.). Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. **Requirements:** Bachelor (or equivalent) + five (5) years of programming experience	$108.35

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 106	**Web Software Developer - Principal**	**Functional Responsibility:** Provide technical leadership support to develop Web based applications including online customer service for agency components to be able to deliver their services online. Provide support in developing the site concept, interface design, and architecture of the web-site. Provide support for the implementation of interfaces to applications. Working knowledge and experience coding in Java is required. Knowledge of several of the following areas is desirable: Active Server Pages (ASP), JavaScript, and SQL Server, Visual Basic, JavaScript, MS Access, HTML, DBMS's (ex. - Oracle, Sybase, etc.). Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plans, recommends, and performs changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. **Requirements:** Bachelor (or equivalent) + seven (7) years of programming experience	$131.47

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 107	**Web Software Developer - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert to develop Web based applications including online customer service for agency components to be able to deliver their services online. Provide support in developing the site concept, interface design, and architecture of the web-site. Provide support for the implementation of interfaces to applications. Working knowledge and experience coding in Java is required. Knowledge of several of the following areas is desirable: Active Server Pages (ASP), JavaScript, and SQL Server, Visual Basic, JavaScript, MS Access, HTML, DBMS's (ex. - Oracle, Sybase, etc.). Highest-level individual contributor in at least one technical area. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to a specific skill set. Typically has specialization in a particular technology or business application. Keep abreast of technological developments and industry trends. **Requirements:** Bachelor (or equivalent) + 10 years of programming experience	$168.09
ID SVC - 108	**Graphics Specialist**	**Functional Responsibility:** Directly support the Program Manager or Project Manager in the preparation of presentation graphics and support the development of contract deliverables and reports by developing and updating graphic presentations to improve the quality and enhance the usability of these documents. Responsible for integrating the graphics generated with automated tools and the deliverable documents **Requirements:** High school diploma with a minimum of two (2) years of experience in office administration and developing graphics/artistic presentations	$56.90

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 109	**Graphics Specialist - Senior**	**Functional Responsibility:** Perform graphics design; plans, lays out, and illustrates technical or scientific materials in black and white or color for web pages, dashboards and portals. Interface with users to determine scope of project and best graphic medium. Execute graphic projects and coordinates and schedules production with developers. Perform production or coordinates production with outside vendors as needed. Operate and set up computer graphic systems. Train others in proper use of computer graphic equipment. Familiar with commonly-used art media and commercially available graphics packages for web postings, Microsoft SharePoint postings and custom dashboard development. **Requirements:** Bachelors with a minimum of three (3) years of experience in office administration and developing graphics/artistic presentations for web pages and / or custom dashboards	$84.00
ID SVC - 110	**Documentation Specialist**	**Functional Responsibility:** Gather, analyze, and compose technical documentation. Ensure the use of proper technical terminology. Translate technical information into clear, readable documents to be used by technical and non-technical personnel. **Requirements:** Bachelor's degree with a minimum of two (2) years of experience, of which the last one year is specialized. A degree is not required with eight (8) years of experience, of which six (6) years is specialized.	$64.03

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 111	**Technical Writer - Junior**	**Functional Responsibility:** Research, write, edit, and proofread technical data for use in documents or sections of documents such as manuals, procedures, specifications, special reports, and any other customer deliverables and documents. Ensure technical documentation is accurate, complete, meets editorial and government specifications and adheres to standards for quality, graphics, coverage, format, and style. Assist in establishing style guidelines and standards for texts and illustrations. Excellent written communication skills are required. **Requirements:** Bachelor's Degree and zero (0) - two (2) years of experience	$55.00
ID SVC - 112	**Technical Writer - Mid**	**Functional Responsibility:** Research, write, edit, and proofread technical data for use in documents or sections of documents such as manuals, procedures, specifications, special reports, and any other customer deliverables and documents. Ensure technical documentation is accurate, complete, meets editorial and government specifications and adheres to standards for quality, graphics, coverage, format, and style. Assist in establishing style guidelines and standards for texts and illustrations. Excellent written communication skills are required. **Requirements:** Bachelor's Degree and two (2) - four (4) years of experience	$63.37

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 113	**Technical Writer - Senior**	**Functional Responsibility:** Research, write, edit, and proofread technical data for use in documents or sections of documents such as manuals, procedures, specifications, special reports, and any other customer deliverables and documents. Ensure technical documentation is accurate, complete, meets editorial and government specifications and adheres to standards for quality, graphics, coverage, format, and style. Assist in establishing style guidelines and standards for texts and illustrations. Excellent written communication skills are required. **Requirements:** Bachelor's Degree and four (4)+ years of experience	$84.16
ID SVC - 114	**Business Processes Analyst - Senior**	**Functional Responsibility:** Perform analysis of functional processes, organizations, and enterprises to identify and develop business process engineering initiatives. Evaluate business processes for efficiency, effectiveness, and improvement. Document analysis of business processes and recommended improvements. Responsible for process reengineering, facilitation, training and methodology development, and evaluation across all phases of an enterprise or function. May identify best practices, change management, business management techniques, organizational development, activity and data modeling, or IT system development methods and practices. **Requirements:** Bachelor's degree with a minimum of 10 years of experience, of which the last eight (8) years must be specialized. With a Master's degree, eight (8) years of experience required, of which six (6) years must be specialized. With a Ph. D, six (6) years of experience required, of which five (5) years must be specialized. A degree is not required with 13 years of experience, of which 11 years must be specialized.	$98.45

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 115	**Business Processes Analyst - Principal**	**Functional Responsibility:** May serve as task or project leader. Perform analysis of functional processes, organizations, and enterprises to identify and develop business process engineering initiatives. Evaluate business processes for efficiency, effectiveness, and improvement. Document analysis of business processes and recommends improvements. Provide training and guidance in the implementation of improved processes. **Requirements:** Bachelor's degree with a minimum of 12 years of experience, of which the last nine (9) years must be specialized. With a Ph. D, eight (8) years of experience required, of which six (6) years must be specialized.	$128.94
ID SVC - 116	**Information Technology Training Specialist**	**Functional Responsibility:** Administer computer-based training. Maintain records of training activities. Provide documentation for software training. Conduct training sessions and assists in the design of program flowcharts. Maintain current knowledge of hardware and software applications as required. Must have knowledge of the principles, methods, and techniques used in the design and development of computer based training programs, as well as knowledge of relevant hardware/software and computer equipment as required **Requirements:** Bachelor's degree with a minimum of four (4) years of experience.	$70.44

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 117	**Senior Information Technology Training Specialist**	**Functional Responsibility:** May serve as the team lead. Design training objectives and develops computer-based training for assigned software. Design courseware and structures training classes. Provide documentation for software training. Create final versions of training programs and presents them to users. Must have knowledge of the principles, methods, and techniques used in the design and development of computer based training programs, as well as knowledge of relevant hardware/software and computer equipment as required. **Requirements:** Bachelor's degree with a minimum of six (6) years of experience.	$77.64
ID SVC - 118	**Training Specialist - Principal**	**Functional Responsibility:** Organize and conduct moderately complex training and educational programs for information systems (technical) or user (non-technical) personnel. May develop instructional curriculum and materials; gathers and assimilates information on subject matter, organizes and condenses material, and prepares course outline, handouts, and visual aid materials. Coordinate with Subject Matter Experts (SMEs) to ensure that prepared courses meet stated objectives. Maintain records of training activities and program effectiveness. May be required to instruct or to prepare/arrange for the preparation of automated training materials (such as video recorded training sessions, computer-aided tutorials, etc.). **Requirements:** Bachelor's degree with a minimum of eight (8) years of experience.	$102.38

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 119	**Business Process Reengineering Specialist**	**Functional Responsibility:** Apply process improvement and reengineering methodologies and principles to conduct process modernization projects for Information Technology environments. Duties include activity and data modeling, developing modern business methods, identifying best practices and creating and assessing performance measurements for IT engineering, operations and security projects. Responsible for effective transitioning of existing information technology project teams and the facilitation of project teams in the accomplishment of project activities and objectives as it relates to those IT projects. Provide group facilitation, interviewing, training, and provides additional forms of knowledge transfer for IT engineering, operations and security related projects. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering information technology efforts. **Requirements:** Bachelors (or equivalent) two (2)+ years of experience doing process improvement	$94.65

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 120	**Business Process Reengineering Specialist - Senior**	**Functional Responsibility:** Under general direction, apply process improvement and reengineering methodologies and principles to conduct process modernization projects for Information Technology environments. Develop practical and workable solutions to clients' technical and business problems. Analyze requirements and potential solutions for technical and economic feasibility. Work on multiple phases of complex projects independently. Coordinate activities with superiors and client personnel to resolve technical and/or business issues and ensures the successful delivery of the project requirements. May be required to act as a technical supervisor. Duties include activity and data modeling, developing modern business methods, identifying best practices and creating and assessing performance measurements for IT engineering, operations and security projects. Responsible for effective transitioning of existing information technology project teams and the facilitation of project teams in the accomplishment of project activities and objectives as it relates to those IT projects. Provide group facilitation, interviewing, training, and provide additional forms of knowledge transfer for IT engineering, operations and security related projects. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering information technology efforts. **Requirements:** Bachelors (or equivalent) five (5)+ years of experience doing process improvement	$141.75

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 121	**Business Process Reengineering Specialist - Principal**	**Functional Responsibility:** Provide technical leadership in process improvement and reengineering methodologies and principles to conduct process modernization projects for Information Technology environments. Apply this leadership in any phase of the system development life cycle support as task requirements dictate and may have a high level of expertise in one area. Plan, recommend, and perform changes. Utilize an accomplished knowledge of multiple technical disciplines, unique applications, and business management practices to develop technical and/or business solutions to client problems. Assist clients in planning and developing objectives and goals. Support client objectives while conforming to the client's operating practices. Duties include activity and data modeling, developing modern business methods, identifying best practices and creating and assessing performance measurements for IT engineering, operations and security projects. Responsible for effective transitioning of existing information technology project teams and the facilitation of project teams in the accomplishment of project activities and objectives as it relates to those IT projects. Provide group facilitation, interviewing, training, and provides additional forms of knowledge transfer for IT engineering, operations and security related projects. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering information technology efforts. **Requirements:** Bachelors (or equivalent) eight (8)+ years of experience doing process improvement	$175.38

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 122	**Business Process Reengineering Specialist - Subject Matter Expert (SME)**	**Functional Responsibility:** Recognized technical expert in process improvement and reengineering methodologies and principles to conduct process Information Technology modernization projects. Utilize expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. High level of diverse technical and industry experience related to BPR for IT engineering, operations and security related projects. Duties include activity and data modeling, developing modern business methods, identifying best practices and creating and assessing performance measurements for these projects. Responsible for effective transitioning of existing project teams and the facilitation of project teams in the accomplishment of project activities and objectives as it relates to those IT projects. Provide group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Key coordinator between multiple IT project teams to ensure enterprise-wide integration of reengineering efforts. **Requirements:** Bachelors (or equivalent) 10+ years of experience doing process improvement	$249.19

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 123	**Technical Consultant**	**Minimum/General Experience:** Possess industry-leading expertise in a technology area such as networking, electronic business or software applications. Specific examples include leading edge expertise with such technology manufacturers such as Netscape, Microsoft, Oracle, Microstrategy, CISCO etc. **Functional Responsibility:** Provide consultative technical support at the very highest levels of the enterprise. **Requirements:** Minimum of Bachelor's Degree and two (2) years of technology specific consultative expertise. Technology area certifications or progress towards certifications are required.	$252.09
ID SVC - 124	**Senior Consultant**	**Minimum/General Experience:** Plan, design, configure, develop, modify, test and install enterprise applications such as Oracle, Peoplesoft, BAAN, SAP, Network Management software, Microstrategy and Netscape. Translate systems/subsystems designs and detailed designs in to operational systems. Provide advice and resolve issues regarding application designs, technical architectures, software interfaces, data conversion, testing, operations and user support. **Functional Responsibility:** Work with other senior technical and user staff to complete projects. Provide assistance and guidance to less experienced technical staff. **Requirements:** Bachelor's degree in Computer Science or equivalent (mathematics, statistics, environmental sciences etc.) and at least four (4) years of experience using specific application software packages.	$297.43

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 125	**Senior Technical Consultant**	**Minimum/General Experience:** Act independently on the most specialized phases of system design, implementation, analysis and programming. Lead and participate in major system studies and implementations. Investigate leading edge information technologies and applies it to the client environment. Technical expert during product presentations to clients. Possess industry-leading expertise in a technology area such as networking, electronic business or software applications. Specific examples include leading edge expertise with such technology manufacturers such as Netscape, Microsoft, Oracle, Microstrategy, CISCO etc. **Functional Responsibility:** Provide consultative technical support at the very highest levels of the enterprise. **Requirements:** Minimum of Bachelor's Degree and six (6) years of technology specific consultative expertise. Technology area certifications or progress towards certifications are required.	$536.45
ID SVC - 126	**Senior Information Security Consultant**	**Functional Responsibility:** Manage the analysis of IA requirements for multi-level security issues. Manage the design, development, engineering, and implementation of solutions to multi-level security requirements. Implement and develop multi-level security as well as organize technical information about an organization's goals, existing security products and on-going programs in a multi-level security arena. Perform risk analysis and risk assessments. **Requirements:** Bachelor's degree with 10 years of experience, of which four (4) years are in information assurance projects. Master's degree with two (2) years of experience, of which one (1) year is specialized.	$313.54

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 127	**Consultant Software Category III**	**Minimum/General Experience:** Plan, design, configure, develop, modify, test and install enterprise applications. Provide advice and resolve issues regarding application designs, technical architectures, software interfaces, data conversion, testing, operations and user support. **Functional Responsibility:** Work with other technical and user staff to complete projects. Provide consultative Professional Services support to meet operational and functional requirements of the enterprise. **Requirements:** Minimum of Bachelor's Degree and two (2) years of enterprise product technology specific consultative expertise.	$278.94
ID SVC - 128	**Consultant Software Category II**	**Minimum/General Experience:** Plan, design, configure, develop, modify, test and install enterprise applications. Translate systems/subsystems designs and detailed designs into operational systems. Provide advice and resolve issues regarding application designs, technical architectures, software interfaces, data conversion, testing, operations and user support. **Functional Responsibility:** Work with other senior technical and user staff to complete projects. Provide assistance and guidance to less experienced technical staff. **Requirements:** Bachelor's degree in Computer Science or equivalent (mathematics, statistics, etc.) and at least four (4) years of experience using enterprise application software packages.	$311.88

Part Number	Labor Category	Part Description	08/05/2015 - 05/08/2016
ID SVC - 129	**Consultant Software Category I**	**Minimum/General Experience:** Act independently on the most specialized phases of system design, implementation, analysis and programming of enterprise products. Lead and participate in major system studies and implementations of enterprise products. Investigate leading edge information technologies and applies it to the client environment. Technical expert during product presentations to clients. Possess industry-leading expertise in the implementation of enterprise products. **Functional Responsibility:** Provide consultative Professional Services support at the very highest levels of the enterprise. Provide assistance and guidance to less experienced technical staff. **Requirements:** Minimum of Bachelor's Degree and six (6) years of enterprise application technology specific consultative expertise.	$343.31

TERMS AND CONDITIONS APPLICABLE TO
WIRELESS SERVICES
(SPECIAL ITEM NUMBER 132-53)

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:
The warranty shall commence upon the later of the following:

a. Activation of the user's service

b. Installation/delivery of the equipment
The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

Not offered

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Not offered

(c) Describe corporate volume discounts and eligibility requirements.

Not offered

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Intelligent Decisions, 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 Michael Hippchen, 703-554-1782 (voice), Mhippchen@intelligent.net (email) or 703-554-1982 (fax).

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.

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

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.

APPENDIX I

ORACLE

HARDWARE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS v120412_HW

ORACLE AMERICA, INC. ("ORACLE") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ORACLE PROGRAMS, HARDWARE, AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT ("THE CONTRACT"). THESE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

A. Definitions

"You" and "your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under this contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, the Oracle License Definitions and Rules, and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this contract in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

located at http://oracle.com/contracts and are attached to these Government Oracle Supplemental Terms as Exhibits C and D for reference purposes only. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, and the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the contract, including these Government Oracle Supplemental Terms and Conditions. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under this contract resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of this contract do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.
You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware Products, (ii) operating system and integrated software, and (iii) the Software Media and Tape Media. Hardware Products, Software Media and Tape Media shall have the meanings ascribed to them below.

Oracle warrants that hardware and the Sun Remanufactured Equipment Program products, listed on the product price lists, (collectively "Hardware Products") will be free from, and using the operating system and integrated software will not cause in the Hardware Product, material defects in materials and workmanship for one (1) year from the date the Hardware Product is delivered to you. Oracle warrants that the operating system media and the integrated software media ("Software Media") will be free from material defects in materials and workmanship for a period of ninety (90) days from the date the Software Media is delivered to you. Oracle warrants that the StorageTEK LTO Ultrium media, DLT/SuperDLT media, 9840/9940 media, or T10000 media ("Tape Media") will be free from material defects in materials and workmanship for a period of one (1) year from the date the Tape Media is delivered to you. Software Media and Tape Media may collectively be referred to as media. The Oracle Hardware Warranty applies only to those Hardware Products and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by Oracle-authorized distributor).

Oracle Hardware Products may be new or like new. The Oracle Hardware Warranty applies to Hardware Products that are new and Hardware Products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

No warranty will apply to the Hardware Products, operating system, integrated software or media which has been:

i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

This Oracle Hardware Warranty does not apply to normal wear of the Hardware Products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware Product and may be void in the event that title to the Hardware Product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (B) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered for the programs and/or hardware.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

technical support policies at http://www.oracle.com/us/support/policies/index.html. Java SE Support (or any successor technical support offering to Java SE Support) acquired with your order may be renewed annually. The order with Contractor will specify your Java SE Support fee for the first renewal year should you renew Java SE Support as contained in the original order; the fee for Java SE Support for the second renewal year will not increase by more than 4% over the prior year's fees. Java SE Support is effective upon the effective date of the order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html.

Oracle Hardware and Systems Support acquired with your order may be renewed annually. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If a third party makes a claim against you, including the U.S. Government, and its officers, employees and agents, or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material ("Material") licensed under the terms of this contract by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
b. gives the Provider control of the defense, with input from Recipient, and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and
c. gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. Notwithstanding the previous sentence and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. Oracle's right to end the license or request termination of the order in accordance with this paragraph shall not apply if the U.S. Government authorizes or consents to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to the Government or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a). The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, operating system, integrated software and hardware, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this contract (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this contract.

For claims related to hardware, if the Recipient is a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

Operating Systems or Oracle Linux Premier Support), then for the period of time for which the Recipient is/was a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., The Provider will not indemnify the Recipient for the Recipient's use of the operating system and/or integrated software when the Recipient is/was not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, the Provider will not indemnify the Recipient for materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

With respect to the U.S. Government, the foregoing indemnification shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the preceding paragraphs should Federal statute permit such indemnification.

H. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services , you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of the contract, including these Government Oracle Supplemental Terms and Conditions.

3. The extent to which an Oracle product (hardware or software program) is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle product is used in accordance with the applicable Oracle program and hardware documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party."

4. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under the contract, and you agree to comply with all such export laws and

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

5. The Uniform Computer Information Transactions Act does not apply to these Government Oracle Supplemental Terms and Conditions nor any order placed pursuant to them.

6. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

7. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

8. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Government Oracle Supplemental Terms and conditions.

9. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either paying any underpaid fees related to use of the programs and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or for discontinuing noncompliant use. Oracle shall not be responsible for any costs incurred by you in cooperating with the audit.

10. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

11. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of the contract, including

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

these Government Oracle Supplemental Terms and Conditions, the applicable order and the applicable program documentation.

12. Oracle's Applications Licensing Table in effect as of the effective date of this Contract is attached hereto as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

13. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software Options License Definitions, Rules and Metrics are incorporated herein and attached hereto as Exhibit C. Terms for Oracle Solaris are incorporated herein and attached hereto as Exhibit D.

14. If any provision herein or document incorporated by reference into these Government Oracle Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) specifying jurisdiction and venue of any action, then, such terms shall not apply with respect to the U.S. Government. If any document incorporated by reference into these Government Oracle Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, contains an indemnification provision, such provision shall apply to the extent nor prohibited by law and with respect to the U.S. Government, such indemnification provision shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the terms of section G above should Federal statute permit such indemnification.

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

EXHIBIT A

ORACLE LICENSE DEFINITIONS AND RULES v110711r1

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

EXHIBIT B

APPLICATIONS LICENSING TABLE DATED FEBRUARY 14, 2012

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

EXHIBIT C

ORACLE INTEGRATED SOFTWARE OPTIONS LICENSE DEFINITIONS, RULES AND METRICS

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

EXHIBIT D

TERMS FOR ORACLE SOLARIS

Kristan Watson
eSigned 2013-12-27 02:51PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPW2XR7M2S2L

ATTACHMENT A

Oracle Government Supplemental Terms and Conditions v110611

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVVH3W432X4

ORACLE

GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS v110611

ORACLE AMERICA, INC. ("ORACLE") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ORACLE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT (THE "CONTRACT"). THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

A. Definitions

"You" and "your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under this contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

B. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, the Oracle License Definitions and Rules, and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this contract in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs.. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under this contract resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this contract.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVVH3W432X4

- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

D. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Technical Support

Technical support consists of annual technical support services you may have ordered for the programs .

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. Java SE Support (or any successor technical support offering to Java SE Support) acquired with your order may be renewed annually. The order with Contractor will specify your Java SE Support fee for the first renewal year should you renew Java SE Support as contained in the original order; the fee for Java SE Support for the second renewal year will not increase by more than 4% over the prior year's fees. Java SE Support is effective upon the effective date of the order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVVH3W432X4

you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

F. Intellectual Property Indemnification

If someone makes a claim against you, including the U.S. Government, and its officers, employees and agents, or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. Oracle's right to end the license or request termination of the order in accordance with this paragraph shall not apply if the U.S. Government authorizes or consents to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to the Government or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a). The Provider will not indemnify the Recipient if the Recipient

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVVH3W432X4

alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement.

With respect to the U.S. Government, the foregoing indemnification shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the preceding paragraphs should Federal statute permit such indemnification.

G. Other

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of the contract, including these Oracle Supplemental Terms and Conditions.

3. The extent to which an Oracle program is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle program is used in accordance with the applicable Oracle program documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party."

4. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under the contract, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVVH3W432X4

services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

5. The Uniform Computer Information Transactions Act does not apply to these Oracle Supplemental Terms and Conditions nor any order placed pursuant to them.

6. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

7. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

8. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either paying any underpaid fees related to use of the programs and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or for discontinuing noncompliant use. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

9. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

10. Source code may be delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of the contract, including these Oracle Government Supplemental Terms and Conditions, the applicable order and the applicable program documentation.

11. Oracle's Applications Licensing Table in effect as of the effective date of this Contract is attached hereto as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

12. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A.

    If any document incorporated by reference into these Government Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; and/or (c) requiring

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVVH3W432X4

the governing law to be anything other than Federal law, then, such terms shall not apply. If any document incorporated by reference into these Government Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, **co**ntains an indemnification provision, such provision shall not **apply as to the United States indemnifying Oracle or any other party**; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the **terms of section F above** should Federal statute permit such indemnification.

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVVH3W432X4

ATTACHMENT B

Oracle Engineered Systems Government Supplemental Terms and Conditions, v120412r1

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2KA7W

ORACLE

ORACLE ENGINEERED SYSTEMS GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS
v120412r1

ORACLE AMERICA, INC. ("ORACLE") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE ORACLE ENGINEERED SYSTEMS GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ORACLE PROGRAMS, HARDWARE, AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT ("THE CONTRACT"). THESE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

A. Definitions

"You" and "your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under this contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, the Oracle License Definitions and Rules, and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this contract in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at http://oracle.com/contracts and are attached to these Government Oracle Supplemental Terms as Exhibits C and D for reference purposes only. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, and the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the contract, including these Government Oracle Supplemental Terms and Conditions. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under this contract resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of this contract do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.
You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware Products, (ii) operating system and integrated software, and (iii) the Software Media and Tape Media. Hardware Products, Software Media and Tape Media shall have the meanings ascribed to them below.

Oracle warrants that hardware and the Sun Remanufactured Equipment Program products, listed on the product price lists, (collectively "Hardware Products") will be free from, and using the operating system and integrated software will not cause in the Hardware Product, material defects in materials and workmanship for one (1) year from the date the Hardware Product is delivered to you. Oracle warrants that the operating system media and the integrated software media ("Software Media") will be free from material defects in materials and workmanship for a period of ninety (90) days from the date the Software Media is delivered to you. Oracle warrants that the StorageTEK LTO Ultrium media, DLT/SuperDLT media, 9840/9940 media, or T10000 media ("Tape Media") will be free from material defects in materials and workmanship for a period of one (1) year from the date the Tape Media is delivered to you. Software Media and Tape Media may collectively be referred to as media. The Oracle Hardware Warranty applies only to those Hardware Products and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by Oracle-authorized distributor).

Oracle Hardware Products may be new or like new. The Oracle Hardware Warranty applies to Hardware Products that are new and Hardware Products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the Hardware Products, operating system, integrated software or media which has been:

i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

This Oracle Hardware Warranty does not apply to normal wear of the Hardware Products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware Product and may be void in the event that title to the Hardware Product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (B) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered for the programs and/or hardware.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however,

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. Java SE Support (or any successor technical support offering to Java SE Support) acquired with your order may be renewed annually. The order with Contractor will specify your Java SE Support fee for the first renewal year should you renew Java SE Support as contained in the original order; the fee for Java SE Support for the second renewal year will not increase by more than 4% over the prior year's fees. Java SE Support is effective upon the effective date of the order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html.

Oracle Hardware and Systems Support acquired with your order may be renewed annually. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If a third party makes a claim against you, including the U.S. Government, and its officers, employees and agents, or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material ("Material") licensed under the terms of this contract by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
b. gives the Provider control of the defense, with input from Recipient, and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and
c. gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. Notwithstanding the previous sentence and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. Oracle's right to end the license or request termination of the order in accordance with this paragraph shall not apply if the U.S. Government authorizes or consents to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to the Government or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a). The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, operating system, integrated software and hardware, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this contract (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this contract.

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

For claims related to hardware, if the Recipient is a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which the Recipient is/was a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., The Provider will not indemnify the Recipient for the Recipient's use of the operating system and/or integrated software when the Recipient is/was not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, the Provider will not indemnify the Recipient for materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

With respect to the U.S. Government, the foregoing indemnification shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the preceding paragraphs should Federal statute permit such indemnification.

H. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services , you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of the contract, including these Government Oracle Supplemental Terms and Conditions.

3. The extent to which an Oracle product (hardware or software program) is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle product is used in accordance with the applicable Oracle program and hardware documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party."

4. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under the contract, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

5. The Uniform Computer Information Transactions Act does not apply to these Government Oracle Supplemental Terms and Conditions nor any order placed pursuant to them.

6. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

7. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

8. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Government Oracle Supplemental Terms and conditions.

9. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either paying any underpaid fees related to use of the programs and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or for discontinuing noncompliant use. Oracle shall not be responsible for any costs incurred by you in cooperating with the audit.

10. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

11. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of the contract, including these Government Oracle Supplemental Terms and Conditions, the applicable order and the applicable program documentation.

12. Oracle's Applications Licensing Table in effect as of the effective date of this Contract is attached hereto as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

13. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software Options License Definitions, Rules and Metrics are incorporated herein and attached hereto as Exhibit C. Terms for Oracle Solaris are incorporated herein and attached hereto as Exhibit D.

14. If any provision herein or document incorporated by reference into these Government Oracle Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) specifying jurisdiction and venue of any action, then, such terms shall not apply with respect to the U.S. Government. If any document incorporated by reference into these Government Oracle Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, contains an indemnification provision, such provision shall apply to the extent nor prohibited by law and with respect to the U.S. Government, such indemnification provision shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the terms of section G above should Federal statute permit such indemnification.

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

EXHIBIT A

ORACLE LICENSE DEFINITIONS AND RULES v110711r1

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2KA7W

EXHIBIT B

APPLICATIONS LICENSING TABLE DATED FEBRUARY 14, 2012

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

EXHIBIT C

ORACLE INTEGRATED SOFTWARE OPTIONS LICENSE DEFINITIONS, RULES AND METRICS

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W

EXHIBIT D

TERMS FOR ORACLE SOLARIS

Kristan Watson
eSigned 2013-12-27 02:50PM PST
kristan.watson@oracle.com

Document Integrity Verified EchoSign Transaction Number: X4XPPVJ53Z2K47W