

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

SIN 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION; End User Computers/Desktop Computers, Professional Workstations , Servers

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES; Printers, Network Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT; Miscellaneous Communications Equipment

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

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

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers and Microcomputers; Operating System Software, Application Software, Utility Software, Communications Software

NOTE: 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>.

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

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 D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is 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.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Marzen Group, L.L.C.
24 Railroad Square
Nashua, NH 03064-2278
Phone: 603-889-9522
Fax: 603-889-9567
www.marzen.com

Contract Number: GS35F-0053L
Period Covered by Contract: October 31, 2005 through October 30, 2020

Pricelist current through Modification PA-0032 dated 08/01/15

General Services Administration
Federal Supply Service

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

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Marzen Group L.L.C.
24 Railroad Square
Nashua, NH 03064-2278

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. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

603-889-9522

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 124654893
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 02-0495316
Block 40: Veteran Owned Small Business (VOSB): _N/A_

- 4a. CAGE Code: 1N5V9
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	30
132-12	30
132-33	30
132-51	As negotiated

- 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 Discount: 1% Net 5 Days
- b. Quantity Discount: 10% for 5+ hardware products on same order
- b. Government Educational Institutions receive the same discounts as all other Government customers.

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: Not applicable

10. Small Requirements: The minimum dollar value of orders to be issued is \$100

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

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

Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 - Equipment Maintenance
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-51 - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

None

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

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:

Not applicable

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 PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

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

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

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

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

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

24 Railroad Square
Nashua, NH 03064-2278

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 0 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:

24 Railroad Square
Nashua, NH 03064-2278

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

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

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

3. 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.

4. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term.

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).

5. 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.

6. 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.

7. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

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

c. AFTER HOURS

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

d. TRAVEL AND TRANSPORTATION

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

None

8. 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.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33)

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.
- 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 603-889-9522 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7:00 AM to 5:30 PM.

4. SOFTWARE MAINTENANCE

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

 X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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

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

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

- 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. UTILIZATION LIMITATIONS - (132-33)

- 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.

6. SOFTWARE CONVERSIONS - (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.

7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

8. RIGHT-TO-COPY PRICING

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

Märzen Group LLC® TDACS® END-USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (a single entity) and Märzen Group LLC for the Märzen Group LLC software product identified above, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Product"). YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY EXECUTING THIS IN WRITING. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

1. **GRANT OF LICENSE.** Märzen Group LLC grants you the following rights provided that you comply with all terms and conditions of this EULA:

* **Installation and use.** You may install, use, access, display and run one copy of the Product on a single computer, such as a workstation, terminal or other device ("Workstation Computer"). You may not use the Product to permit any Device to use, access, display or run other executable software residing on the Workstation Computer, nor may you permit any Device to use, access, display, or run the Product or Product's user interface, unless the Device has a separate license for the Product.

* **Storage/Network Use.** You may also store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other Workstation Computers over an internal network; however, you must acquire and dedicate an additional license for each separate Workstation Computer on or from which the Product is installed, used, accessed, displayed or run. A license for the Product may not be shared or used concurrently on different Workstation Computers.

* **Reservation of Rights.** Märzen Group LLC reserves all rights not expressly granted to you in this EULA.

2. **UPGRADES.** To use a Product identified as an upgrade, you must first be licensed for the product identified by Märzen Group LLC as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

3. **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Product that Märzen Group LLC may provide to you or make available to you after the date you obtain your initial copy of the Product. Märzen Group LLC reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Product.

4. **TRANSFER-Internal.** You may move the Product to a different Workstation Computer. After the transfer, you must completely remove the Product from the former Workstation Computer. **Transfer to Third Party.** The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms. **No Rental.** You may not rent, lease, lend or provide commercial hosting services to third parties with the Product.

5. **LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Product, except and only to

the extent that it is expressly permitted by applicable law notwithstanding this limitation.

6. **TERMINATION.** Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

7. **NOT FOR RESALE SOFTWARE.** Product identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.

8. **EXPORT RESTRICTIONS.** You acknowledge that the Product is of U.S. origin and subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments, as applicable.

9. **LIMITED WARRANTY FOR PRODUCT ACQUIRED IN THE US.** Märzen Group LLC warrants that the Product will perform substantially in accordance with the accompanying materials for a period of ninety days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Product, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. **LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Märzen Group LLC, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Product does not meet Märzen Group LLC's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 11 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/ jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction. **YOUR EXCLUSIVE REMEDY.** Märzen Group LLC's and its suppliers' entire liability and your exclusive remedy shall be, at Märzen Group LLC's option from time to time exercised subject to



Märzen Group LLC® TDACS® END-USER LICENSE AGREEMENT

applicable law, (a) return of the price paid (if any) for the Product, or (b) repair or replacement of the Product, that does not meet this Limited Warranty and that is returned to Märzen Group LLC with a copy of your receipt. You will receive the remedy elected by Märzen Group LLC without charge. This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Märzen Group LLC are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Märzen Group LLC, Attn. Märzen Group LLC, Sales Information Center, 24 Railroad Square, Nashua, NH 03064-2278.

10. **DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Märzen Group LLC and its suppliers provide the Product and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support or other services, information, software, and related content through the Product or otherwise arising out of the use of the Product. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.

11. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MÄRZEN GROUP LLC OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MÄRZEN GROUP LLC OR ANY SUPPLIER, AND EVEN IF MÄRZEN GROUP LLC OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. LIMITATION OF LIABILITY AND REMEDIES.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Märzen Group LLC and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by Märzen Group LLC with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 9, 10 and 11 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Märzen Group LLC's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

13. **U.S. GOVERNMENT LICENSE RIGHTS.** All Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

14. **APPLICABLE LAW.** This EULA is governed by the Federal laws of the United States.

15. **ENTIRE AGREEMENT.** This EULA the negotiated order, and the GSA Schedule Contract) are the entire agreement between you and Märzen Group LLC relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Märzen Group LLC policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. 16. The Product is protected by copyright and other intellectual property laws and treaties. Märzen Group LLC or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.



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

1. SCOPE

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □ COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □ □ OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

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

(1) The offeror;

(2) Subcontractors; and/or

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Marzen Site Rates					
Labor Category	Year 16	Year 17	Year 18	Year 19	Year 20
	10/31/15	10/31/16	10/31/17	10/31/18	10/31/19
	-	-	-	-	-
	10/30/16	10/30/17	10/30/18	10/30/19	10/30/20
Sr. Systems Engineer	\$190.88	\$197.80	\$204.98	\$212.41	\$220.12
Lead Systems Engineer	\$153.21	\$158.77	\$164.53	\$170.49	\$176.68
Systems Engineer	\$127.25	\$131.87	\$136.65	\$141.60	\$146.74
Associate Systems Engineer	\$95.44	\$98.90	\$102.49	\$106.21	\$110.06
Consultant Expert	\$302.22	\$313.18	\$324.54	\$336.31	\$348.51
Sr. Subject Matter Expert	\$318.12	\$329.66	\$341.61	\$354.00	\$366.84
Lead Subject Matter Expert	\$238.60	\$247.25	\$256.22	\$265.51	\$275.14
Subject Matter Expert	\$198.84	\$206.05	\$213.53	\$221.27	\$229.29
Chief SW Engineer	\$214.74	\$222.53	\$230.60	\$238.96	\$247.63
Sr. SW Engineer	\$174.97	\$181.32	\$187.89	\$194.71	\$201.77
Lead SW Engineer	\$143.16	\$148.35	\$153.73	\$159.31	\$165.09
SW Engineer	\$95.44	\$98.90	\$102.49	\$106.21	\$110.06
Associate SW Engineer	\$63.63	\$65.94	\$68.33	\$70.81	\$73.38
Chief Programmer	\$151.11	\$156.59	\$162.27	\$168.16	\$174.25
Sr. Programmer	\$111.34	\$115.38	\$119.56	\$123.90	\$128.39
Lead Programmer	\$95.44	\$98.90	\$102.49	\$106.21	\$110.06
Programmer	\$63.63	\$65.94	\$68.33	\$70.81	\$73.38
Data Management Specialist	\$63.63	\$65.94	\$68.33	\$70.81	\$73.38
Sr. Program Manager	\$190.88	\$197.80	\$204.98	\$212.41	\$220.12
Lead Program Manager	\$167.01	\$173.07	\$179.34	\$185.85	\$192.59
Program Manager	\$151.11	\$156.59	\$162.27	\$168.16	\$174.25
Task Manager	\$127.25	\$131.87	\$136.65	\$141.60	\$146.74
Computer Based Training Specialist	\$103.39	\$107.14	\$111.03	\$115.05	\$119.23
Sr. Technical Support Specialist	\$71.58	\$74.18	\$76.87	\$79.65	\$82.54
Technical Support Specialist	\$55.67	\$57.69	\$59.78	\$61.95	\$64.20
Sr. Technical Writer	\$103.39	\$107.14	\$111.03	\$115.05	\$119.23
Technical Writer	\$79.53	\$82.41	\$85.40	\$88.50	\$91.71
Technical Typist/Word Processor	\$55.67	\$57.69	\$59.78	\$61.95	\$64.20
Admin. Assistant	\$79.53	\$82.41	\$85.40	\$88.50	\$91.71
Senior Test Engineer	\$159.07	\$164.84	\$170.82	\$177.01	\$183.43
Lead Test Engineer	\$143.16	\$148.35	\$153.73	\$159.31	\$165.09
Test Engineer	\$95.44	\$98.90	\$102.49	\$106.21	\$110.06

Government Site Rates

Labor Category	Year 16	Year 17	Year 18	Year 19	Year 20
	10/31/15	10/31/16	10/31/17	10/31/18	10/31/19
	-	-	-	-	-
	10/30/16	10/30/17	10/30/18	10/30/19	10/30/20
Sr. Systems Engineer	\$153.21	\$158.77	\$164.53	\$170.49	\$176.68
Lead Systems Engineer	\$86.87	\$90.02	\$93.29	\$96.67	\$100.18
Systems Engineer	\$79.63	\$82.52	\$85.51	\$88.61	\$91.83
Associate Systems Engineer	\$72.74	\$75.38	\$78.11	\$80.95	\$83.88
Consultant Expert	\$182.69	\$189.32	\$196.18	\$203.30	\$210.67
Sr. Subject Matter Expert	\$286.32	\$296.70	\$307.47	\$318.62	\$330.17
Lead Subject Matter Expert	\$166.08	\$172.10	\$178.35	\$184.81	\$191.52
Subject Matter Expert	\$149.47	\$154.89	\$160.51	\$166.33	\$172.36
Chief SW Engineer	\$194.85	\$201.92	\$209.24	\$216.83	\$224.69
Sr. SW Engineer	\$157.46	\$163.17	\$169.09	\$175.22	\$181.58
Lead SW Engineer	\$112.61	\$116.69	\$120.93	\$125.31	\$129.86
SW Engineer	\$85.90	\$89.02	\$92.24	\$95.59	\$99.06
Associate SW Engineer	\$57.27	\$59.35	\$61.50	\$63.73	\$66.04
Chief Programmer	\$136.00	\$140.93	\$146.04	\$151.34	\$156.83
Sr. Programmer	\$102.99	\$106.73	\$110.60	\$114.61	\$118.76
Lead Programmer	\$92.40	\$95.75	\$99.22	\$102.82	\$106.55
Programmer	\$57.84	\$59.94	\$62.11	\$64.36	\$66.70
Sr. Program Manager	\$153.21	\$158.77	\$164.53	\$170.49	\$176.68
Lead Program Manager	\$97.16	\$100.68	\$104.34	\$108.12	\$112.04
Program Manager	\$92.38	\$95.73	\$99.20	\$102.80	\$106.53
Task Manager	\$82.58	\$85.58	\$88.68	\$91.90	\$95.23
Computer Based Training Specialist	\$93.05	\$96.42	\$99.92	\$103.55	\$107.30
Sr. Technical Writer	\$93.05	\$96.42	\$99.92	\$103.55	\$107.30
Technical Writer	\$71.58	\$74.18	\$76.87	\$79.65	\$82.54
Technical Typist/Word Processor	\$51.71	\$53.59	\$55.53	\$57.54	\$59.63
Admin. Assistant	\$71.58	\$74.18	\$76.87	\$79.65	\$82.54
Windows Platform Architect	\$372.21	\$385.71	\$399.70	\$414.20	\$429.22
System Architect	\$321.00	\$332.64	\$344.71	\$357.21	\$370.17
Senior Test Engineer	\$117.80	\$122.07	\$126.50	\$131.09	\$135.84
Lead Test Engineer	\$108.65	\$112.59	\$116.67	\$120.91	\$125.29
Test Engineer	\$85.90	\$89.02	\$92.24	\$95.59	\$99.06

Windows Platform Architect	<p>Experience: Must have 12 years of applicable experience.</p> <p>Education: Advanced Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Plan, coordinate and manage enterprise deployment of the windows platform throughout an entire organization. Must be familiar expert in such areas as Active Directory, PKI, Exchange Server, Windows 2000/XP. Act as focal point in defining and executing enterprise design activities within a project. Provide comprehensive definition of all aspects of enterprise development from analysis of mission needs to verification of enterprise performance.</p>
Systems Architect	<p>Experience: Must have 10 years of applicable experience.</p> <p>Education: Advanced Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Functions as the most senior technical authority on a given project, serving as the final gate-keeper for all critical technology decisions. Also responsible for providing technical leadership during crucial, early phases of an information technology initiative, focusing particularly on requirements gathering, technology selection, and initial systems design. Requires a complete understanding and mastery of the software development lifecycle, as well as planning and estimating experience required on complex design and development projects.</p>
Senior Test Engineer	<p>Experience: Must have 8 years of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Provides test planning management, develops testing strategies, and creates test plans and T&E planning documentation. Also participates in test planning working groups and aids in the management of the overall T&E Program execution. Develops and reviews test documentation, and guides the testing program through verification planning, execution, and analysis of test results to insure User Requirements compliance</p>
Lead Test Engineer	<p>Experience: Must have 5 years of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Provides program test support, analysis and input on large testing projects and leadership on smaller testing or development efforts. Provides support for testing of a variety of standard and diversified equipment, products and components for compliance to specifications. Sets up test apparatus and using a variety of measuring devices/instruments. Provides test planning support, participates in reviews and supports the development of test strategies. Participates in the definition of tests plans and T&E forecast planning, supports test planning working groups and supports the execution of the overall T&E Program. Reviews test documentation, provides assessment/recommendations, and supports test execution through verification planning, execution, and results analysis to insure User Requirements compliance.</p>

Test Engineer	<p>Experience: Must have 0-1 years of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Provides program test support, analysis and input on large testing projects and smaller testing or development efforts. Provides support for testing of a variety of standard and diversified equipment, products and components for compliance to specifications. Sets up test apparatus and using a variety of measuring devices/instruments. Provides test planning support, participates in reviews and supports the development of test strategies. Participates in the definition of tests plans, participates in test planning working groups and aids the execution of the overall T&E Program. Reviews test documentation and supports test execution through verification planning, execution, and results analysis to insure User Requirements compliance.</p>
Senior Systems Engineer	<p>Experience: Must have 10 years of applicable experience.</p> <p>Education: Advanced Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Plan, coordinate, and manage systems engineering projects. Provide comprehensive definition of all aspects of system development from analysis of mission needs to verification of system performance.</p>
Lead Systems Engineer	<p>Experience: Must have 6 years of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Define and execute systems engineering activities within a project. Activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing of a systems engineering plan.</p>
Systems Engineer	<p>Experience: Must have 3 years of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Define and execute systems engineering activities within a project. Activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing of a systems engineering plan.</p>
Associate Systems Engineer	<p>Experience: Must have 0-1 year of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Perform systems engineering activities as directed.</p>
Consultant Expert	<p>Experience: Recognized for achievements and technical expertise in the specific industry or technical subject matter.</p> <p>Education: BA/BS Degree or equivalent years in experience.</p> <p>Functional Responsibility: Develops and applies advanced methods, theories, and research techniques in the investigation and solution of complex concept, planning, design, or implementation problems. Recognized for achievements and technical expertise in subject matter.</p>
Senior Subject Matter Expert	<p>Experience: Must have 15 years of experience in the industry. At least 10 of those years must be directly related to the required area of expertise.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Provides technical management and direction for problem definition, analysis and requirements development and implementation for complex systems in the subject matter area. Provides recommendations and advice on system improvements, optimization and</p>

	<p>maintenance in the following areas: Information Systems Architecture, Automation, Telecommunications, Networking, Communication Protocols, Software, Electronic Email, Modeling and Simulation, Data Storage and Retrieval, etc.</p>
Lead Subject Matter Expert	<p>Experience: Must have 12 years of experience in the industry. At least 8 of those years must be directly related to the required area of expertise.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Defines problems and analyzes and develops plans and requirements in the subject matter area for complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and system specifications in the following areas: Information Systems Architecture, Automation, Telecommunications, Networking, Communication Protocols, Software, Electronic Email, Modeling and Simulation, Data Storage and Retrieval, etc.</p>
Subject Matter Expert	<p>Experience: Must have 8 years of experience in the industry. At least 4 of those years must be directly related to the required area of expertise.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Defines problems and analyzes and develops plans and requirements in the subject matter area for complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and system specifications in the following areas: Information Systems Architecture, Automation, Telecommunications, Networking, Communication Protocols, Software, Electronic Email, Modeling and Simulation, Data Storage and Retrieval, etc.</p>
Chief SW Engineer	<p>Experience: Must have 12 years of applicable experience.</p> <p>Education: Advanced Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Technical leader and manager for multiple tasks in design, implementation, and integration of software or independently performs exceptionally complex software development tasks.</p>
Senior SW Engineer	<p>Experience: Must have 10 years of applicable experience.</p> <p>Education: Advanced Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Leads a medium to large team performing design, implementation, and integration of software or independently performs highly complex software development tasks.</p>

Lead SW Engineer	<p>Experience: Must have 6 years of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Leads team for design, implementation, and integration of software or independently performs complex software development tasks.</p>
SW Engineer	<p>Experience: Must have 3 years of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Leads software design, implementation, and integration tasks within a software development effort.</p>
Associated SW Engineer	<p>Experience: Must have 0-1 year of applicable experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Performs software design, implementation, and integration tasks within a software development effort.</p>
Chief Programmer	<p>Experience: Must have 10 years of relevant experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Leads large or complex programming efforts. Requires the ability to write specifications, work statements and proposals; designs and develops documentation of data requirements; provides methodologies for evaluating moderately complex tasks.</p>
Senior Programmer	<p>Experience: Must have 7 years of relevant experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Performs general programming support to implement corrections or enhancements to application software. Requires the ability to write specifications, work statements and proposals; designs and develops documentation of data requirements; provides methodologies for evaluating moderately complex tasks.</p>
Lead Programmer	<p>Experience: Must have 4 years of relevant experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Performs general programming support to implement corrections or enhancements to application software. Requires the ability to write specifications, work statements and proposals; designs and develops documentation of data requirements; provides methodologies for evaluating moderately complex tasks.</p>
Programmer	<p>Experience: None required.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Performs basic programming support as directed.</p>

Senior Program Manager	<p>Experience: Must have 20 years of experience in a related field including supervisory or management experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Plans, organizes, and directs all project level activities. Ensures goals and objectives of program are accomplished within contract terms and conditions. Interfaces with client management personnel and is adept in oral and written communications.</p>
Lead Program Manager	<p>Experience: Must have 15 years of experience in a related field including supervisory or management experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Plans, organizes, and directs all project level activities. Ensures goals and objectives of program are accomplished within contract terms and conditions. Interfaces with client management personnel and is adept in oral and written communications.</p>
Program Manager	<p>Experience: Must have 10 years of experience in a related field including supervisory or management experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Plans, organizes, and directs all project level activities. Ensures goals and objectives of program are accomplished within contract terms and conditions. Interfaces with client management personnel and is adept in oral and written communications.</p>
Task Manager	<p>Experience: Must have 8 years of experience in a related field including supervisory or management experience.</p> <p>Education: BA/BS Degree or the equivalent years in experience.</p> <p>Functional Responsibility: Accountable for all aspects of project performance. Provides overall direction to all project level activity and personnel interfaces with client personnel. Demonstrates oral and written communication skills.</p>
Computer Based Training Specialist	<p>Experience: Must have 4 years of relevant experience in developing and providing technical and end-user training on computer hardware and application software.</p> <p>Education: Bachelor's Degree or equivalent.</p> <p>Functional Responsibility: Conducts the research necessary to develop and present training courses and appropriate training documentation and handouts.</p>
Senior Technical Writer	<p>Experience: Must have 6 years of relevant experience.</p> <p>Education: Associates degree or the equivalent years in experience.</p> <p>Functional Responsibility: Perform writing, editing, and rewriting of technical material. Prepares user guides and other technical documentation for presentations.</p>

<p>Technical Writer</p>	<p>Experience: Must have 2 years of relevant experience. Education: Associates degree or the equivalent years in experience. Functional Responsibility: Perform writing, editing, and rewriting of material of a technical nature. Prepares user guides and other technical documentation for presentations.</p>
<p>Technical Typist / Word Processor</p>	<p>Experience: Must have 2 years of relevant experience including technical and scientific notation. Education: High School Diploma or equivalent. Functional Responsibility: Prepares various documents including text, tables, and matrices. Assists in the other tasking as directed.</p>
<p>Administrative Assistant</p>	<p>Experience: Must have 9 years of relevant experience including familiarity with word processing, spreadsheet, and presentation software. Education: High School Diploma or equivalent. Functional Responsibility: Performs administrative project support in areas of program management, project control, report generation, scheduling, financial management and security. Exercises judgment in accomplishing tasking, and works independently.</p>

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Marzen Group provides commercial products and services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities please contact Robert Blaisdell at 603-889-9522.

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 Agency):

(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 Government 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 customer agency requirements.

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

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

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

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

Here is a general outline on how it works:

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

Customers make a best value selection.

Pricing

SIN #	MFR Part #	Product Name/ Description	GSA Price	Country of Origin
132-8	TD-HW-IFF-0812	TDACS Intermediate Form Factor (IFF)	\$ 6,652.39	US
132-8	TD-HW CRF-1011	TDACS Combo Rack Form Factor (CRF)	\$ 6,652.39	US
132-8	DG-CLAS8-PCI-232	Digi International - ClassicBoard 8-PCI EIA-232	\$ 592.97	US
132-8	DG-8PDB-25M	Digi International 8-Port DB-25M DTE fan-out cable	\$ 120.60	US
132-8	IN-1000CF4-1012	Intel PRO/1000 ET2 Quad Port Server Adapter	\$ 440.30	US
132-8	PT-PCI334A-11891	PTI PCI334A - Quad Port Sync Comm Adapter	\$ 1,045.24	US
132-12	PT-EXWAR-123	PTI TDACS EXWAR12 - 12 Month Extended Warranty	\$ 129.22	US
132-8	PT-ACC334-11969	PTI TDACS PCI334C - Quad Port EIA 530 Cable	\$ 129.22	US
132-8	TD-M2Me-MON	TDACS M2ME Monitor Cable	\$ 251.26	US
132-8	TD-M2ME-CDP-X25	TDACS M2ME 2M Terminal Emulation Cable	\$ 150.76	US
132-8	TD-M2ME-TE-LBP	TDACS M2ME 2M Terminal Emulation Loop back Connector	\$ 100.50	US
132-33	TD-BE-0045	TDACS Base Engine v4.5 User License	\$ 8,643.32	US
132-12	TD-HW-1YR-2012	TDACS Hardware Maintenance 1 Year	\$ 2,512.59	US
132-12	TD-HW-2YR-2012	TDACS Hardware Maintenance 2 Years	\$ 4,824.18	US
132-12	TD-HW-3YR-2012	TDACS Hardware Maintenance 3 Years	\$ 5,829.22	US
132-12	TD-IC-LBR-2012	TDACS Installation/Checkout/Training (labor)	\$ 3,216.12	US