



# RESOLUTION No. 23-563

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING AMENDMENT 1 TO THE PURCHASING CONTRACT 50112 BETWEEN EPLUS TECHNOLOGY INC AND NEVADA COUNTY INCREASING THE CONTRACT AMOUNT BY \$737,435.34 FOR A NOT TO EXCEED OF \$787,339.44 FOR PROJECT MANAGER SERVICES RELATED TO THE ENTERPRISE RESOURCE PROJECT AND EXTENDING THE TERMINATION DATE TO DECEMBER 31, 2025, DIRECTING THE AUDITOR CONTROLLER TO AMEND THE FISCAL YEAR 2023/24 REVISED AMERICAN RESCUE PLAN ACT EXPENDITURE PLAN BUDGET, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, the Enterprise Resource Planning (ERP) systems are essential to the delivery of nearly all services in any organization, and the County is no different. The current system (Finance Plus) is used to process budgeting, accounting and payroll for every County department and is at end of life; and

WHEREAS, the County is in the initial stages of replacing Finance Plus with a modern ERP system. This Project was presented to senior leadership and each individual Board member in December 2022 as well as being discussed as a known cost on the horizon during the Board's January 2023 Workshop; and

WHEREAS, Information Systems entered into a contract with ePlus Technology Inc for Project Management Services in the amount of \$49,904.10 on September 15, 2023; and

WHEREAS, including facilitation of organizational change management, project coordination through implementation phase, establishing and facilitating decision making throughout the project inclusive in the project management scope. The project manager contract is within the ERP Project Plan and the proposed budget for the projects. The funding for this contract will utilize American Rescue Plan Act funds as previously presented in the ARPA Expenditure Plan and ERPA Project overviews; and

WHEREAS, Information Systems collaborated with Purchasing to utilize a cooperative agreement competitively awarded by the State Department of General Service Procurement Division, State of California Multiple Award Schedule (CMAS) contract No. 47QTCA23D00CZ with ePlus Technology Inc.; and

WHEREAS, Purchasing Policy, section 4.5(B) allows for the County to leverage other public agencies competitively awarded contracts. Therefore, approval is required to execute this amendment per Purchasing Policy section 7.1(B) which requires all contracts with a total annual cost of more than \$50,000 must be approved by the Board of Supervisors; and

WHEREAS, on September 12, 2023 the Board of Supervisors adopted Resolution 23-485, approving the 2023 Revised American Rescue Plan Act (ARPA) Expenditure Plan and establishing budget and project authorization for projects as presented to the Board of Supervisors at its January 2023 Workshop, including the "ERP - Staffing & Consulting" project to be used for purposes such as the proposed contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that:

1. The Purchasing Agent be and is hereby authorized to execute, on behalf of the County of Nevada, Amendment 1 to the Agreement with ePlus Technology Inc. pertaining to project management services for the Enterprise Resource Project increasing the amount by \$737,435.34 for a new contract total not to exceed of \$787,339.44 for and extending the contract termination to December 31, 2025.
2. The Auditor-Controller is directed to amend the Fiscal Year 2023/24 Revised American Rescue Plan Act Expenditure Plan budget as follows:

Decrease:

111-10206-272-000 / 538555      \$787,399.44

Increase:

1111-11007-531-0601 / 521525 \$787,339.44

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 7th day of November, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: Julie H, Deputy COB

Edward C. Scofield  
Edward C. Scofield, Chair

**AMENDMENT #1 TO CONTRACT NO. 135977 WITH EPLUS TECHNOLOGY, INC.**

**THIS AMENDMENT** is executed this 31<sup>st</sup> day of October, 2023 by and between ePlus Technology, inc. and County of Nevada. Said Amendment will amend the prior agreement between the parties entitled County of Nevada-ERP Project Manager-135977 executed on 8/31/2023

**WHEREAS**, the parties desire to amend their agreement to allow or provide for adding an additional 4,507 hours for a total of **\$737,435.34** to the contract for a new total not to exceed of \$787,339.44 and extend the contract termination date to December 31, 2025.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That this amendment shall be effective as of November 7, 2023.
2. That the Scope of Work, Services, Section 1.2 "Detailed Description of Staffing and Services Requirements", Agreement term is amended from an approximately twelve (12) month period beginning on September 18, 2023 to a term of September 18, 2023 through December 31, 2025.
3. That the Scope of Work, Place of Performance, Pricing, and Payment Terms, 4.1 Pricing, is amended by adding the following: 4,507 hours at \$163.62 per hour for a total of \$737,435.34 added to the existing contract. Resulting in the total project pricing of:

Description:	Rate:	Duration:	Amount:
ERP Project Manager	\$163.62 per hour	4,812 hours	\$787,339.44

4. That the Maximum Contract Price is increased by \$737,435.34 to a new not to exceed amount of \$787,339.44.
5. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

**County of Nevada**

By: Desiree Belding, CPPO, CPPB on behalf of  
Desiree Belding, CPPO, CPPB on behalf of (Nov 9, 2023 16:00 PST)  
 Steve Monaghan  
 Director/Purchasing Agent

**ePlus Technology inc.**

By: Don McLaughlin  
Don McLaughlin (Nov 6, 2023 09:38 EST)  
 Name: Don McLaughlin  
 Title: SVP Contracts  
 Date: 11/06/2023

**COUNTY OF NEVADA**

PURCHASING DIVISION  
 950 MAIDU AVENUE  
 NEVADA CITY, CA 95959  
 (530) 265-1238 Fax (530) 265-7112



**PURCHASE ORDER NO. 50112**

PAGE NO. 1

Federal Excise Tax Exemption #94730213K  
 Federal Tax ID #94-6000526

V [ 108757 FAX: 703-984-8600 ]  
 E [ EPLUS TECHNOLOGY INC ]  
 N [ 13595 DULLES TECHNOLOGY DR ]  
 D [ HERNDON VA 20171 ]  
 O [ ]  
 R [ ]

S [ NEVADA COUNTY INFORMATION SYSTEMS ]  
 H [ ERIC ROOD ADMIN. BUILDING 1ST FLOOR ]  
 I [ 950 MAIDU AVENUE ]  
 P [ NEVADA CITY, CA. 95959 ]  
 T [ ]  
 O [ ATTN: LANDON BEARD/ALLIE/CAITLIN ]

ORDER DATE: 09/15/23		BUYER: JUSTIN HOWELL		REQ. NO.: 37597	REQ. DATE: 09/12/23	
TERMS: NET 30 DAYS		F.O.B.:		DESC.: ERP PROJECT MANAGER		
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION	
			County Contacts: Caitllin McBride - caitlin.mcbride@nevadacountyca.gov Landon Beard - landon.beard@nevadacountyca.gov Allie de Lima - allie.freitasdelima@nevadacountyca.gov Elise Strickler - elise.strickler@nevadacountyca.gov  Vendor Contact: legalnotices@eplus.com			
01	1.00	TL	PROFESSIONAL SERVICES AGREEMENT FOR EPLUS TO PROVIDE AN ERP PROJECT MANAGER TO ASSIST WITH VARIOUS KEY INITIATIVES	49904.1000	49,904.10	
02	1.00	TL	BILL TO: ACCOUNTS PAYABLE INFORMATION AND GENERAL SERVICES 950 MAIDU AVENUE NEVADA CITY, CA 95959	.0000	.00	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	49,904.10
01	0101110075318000 521520		49,904.10	53102000	<b>TOTAL</b> \$	49,904.10
02	0101110075318000 521520		.00	53102000		

To avoid delays in payment, please note the Ship to and Bill To information above. Invoices are Net 30. Additional terms and conditions are on the reverse. Any attached contract terms and conditions supercede those on the reverse. This order is authorized by the County Purchasing Department.

**APPROVED BY**

*Justin Zalding*  
 PURCHASING AGENT

ePlus Technology, inc.  
[www.eplus.com](http://www.eplus.com)  
13595 Dulles Technology Drive, Herndon, VA 20171



## Statement of Work

County of Nevada  
Staffing - ERP Project Manager  
County of Nevada-ERP Project Manager-135977  
8/31/2023

**Landon Beard**

950 Maidu Avenue

Nevada City, CA 95959

530-265-1218

[landon.beard@co.nevada.ca.us](mailto:landon.beard@co.nevada.ca.us)

This Agreement and Statement of Work ("SOW") is made this August 31<sup>st</sup>, 2023 ("Effective Date") by and between County of Nevada, with its principal office located at 950 Maidu Avenue Nevada City, CA 95959 ("Customer") and ePlus Technology, inc., a corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171 ("ePlus"). ePlus and Customer may also be referred individually as "Party" or collectively as "Parties." This SOW is governed by the signed master agreement, GSA Schedule Contract Number 47QTCA23D00CZ, for the provision of professional or consulting services by ePlus to Customer (the "Agreement").

## 1. PROJECT OVERVIEW AND TASK

**Summary of Services:** Customer has engaged ePlus to provide the following resource(s) to provide support in various key initiative(s). Customer is asking that ePlus provide staff augmentation to support said initiative(s).

### 1.1. DEFINITIONS:

**Customer Site(s) or Site(s):** the physical site(s) designated by the Customer (other than ePlus sites) where the Services may be performed.

**Normal Business Hours:** the hours of Monday through Friday 8:00am to 5:00pm local time, excluding any Federal and ePlus observed holidays. A list of ePlus observed holidays will be provided upon request.

### 1.2. DETAILED DESCRIPTION OF STAFFING AND SERVICES REQUIREMENTS:

**Purpose:** The purpose and major scope of this SOW is to provide the following position or person:

- Customer has engaged ePlus to provide a ERP Project Manager to assist with various key initiatives.

**Services:** ePlus and/or its subcontractor shall provide staff augmentation services (referred to as the "Services" for purposes of this SOW) through a hybrid schedule at 950 Maidu Ave, Nevada City, CA 95959. Services will include:

- Create and implement processes to facilitate organizational change and regular communications with Customer departments to verify consensus as well as functional use of a new ERP system
- Establish and facilitate governance for decision making throughout project implementation
- Coordinate the acquisition (including RFP management) and use of hardware, software, and related technical products specific to the ERP Project
- Track project budget and timelines to determine resource allocation and verify project costs stay on budget and progress in a way that meets stakeholder business needs
- Build and maintain alignment of budget and funding sources and objectives
- Work with departments and system user groups to implement process improvements identified in the Needs Assessment recommendations within selected ERP system

ePlus will deploy one (1) of the above resource to work under the direction of Customer for a duration of approximately twelve (12) months beginning approximately September 18, 2023. The resource will be based remotely. The resource is responsible for transportation between home/office and the Site. All additional, approved, travel expenses (mileage, tolls, etc.) will be reimbursed by Customer. When travel exceeds a fifty (50) mile radius from assigned work location all travel time will be billed to Customer. Time sheets and travel expenses must be submitted for approval on a weekly basis.

**2. ASSUMPTIONS**

The following assumptions together with those detailed elsewhere were made to create this SOW. Should any of these assumptions prove to be incorrect or incomplete then ePlus may modify the price or scope of work.

- Staffing Services shall be performed during Normal Business Hours. Customer may be responsible for any additional labor costs associated with Services performed outside Normal Business Hours which are above and beyond the scope of this SOW.
- ePlus shall have a lead-time of up to thirty (30) days from acceptance of Customer’s purchase order to begin Services.
- ePlus will require a schedule extension of up to thirty (30) days for personnel change requests made by Customer.
- Should current resource become unavailable, ePlus will coordinate with Customer on appropriate replacement resource.
- Customer is the governing authority of all activities and project directives and retains full responsibility for leadership, review, and approval of actions taken by ePlus in providing staff augmentation in support of Customer.
- Services include the implementation of any system dealing with Emergency 911 (E911) Services, including but not limited to phone systems, the Customer is responsible for ensuring its 911 dialing is compliant with all applicable laws, including but not limited to “Kari’s Law” and the “Ray Baum Act”. ePlus encourages customers to consult with their counsel regarding this matter.

**3. PERIOD OF PERFORMANCE**

This SOW has a maximum term of twelve (12) months (the “Term”). Any Customer purchase order relevant to this SOW must correspond to the Term of this SOW. In the event that Services are desired beyond the Term, the Parties shall enter into a mutually agreeable, additional SOW for such Services. Either Party may terminate the SOW for any reason upon thirty (30) days prior written notice to the other. Upon any such termination, ePlus will be paid all fees and expenses which have been incurred or earned in connection with performance of Services through the effective date of such termination.

**4. PLACE OF PERFORMANCE, PRICING, AND PAYMENT TERMS**

**PLACE OF PERFORMANCE:** Services will be performed remotely.

**4.1. PRICING:**

DESCRIPTION:	RATE:	DURATION	AMOUNT:
ERP Project Manager	\$163.62 per hour	305 hours	\$49,904.10

The Pricing in this SOW is valid for sixty (60) days from delivery to the Customer.

**Normal Business Hours:** Unless otherwise specified herein, all tasks under this SOW will be completed during Normal Business Hours. An eight (8) hour daily minimum applies.

**Off-hours and Weekend Services:** Services delivered during Non-Business Hours, weekend hours, and hours in excess of forty (40) hours per week or eight (8) hours per day will be billed at the overtime rate of \$245.43 per hour. ePlus will charge 1.5 times (or other mutually-agreed upon rate) the normal hourly rate for hours outside of Normal

Business Hours. Fees for any additional Services related to but not defined in this SOW will be performed on a time and materials basis at a rate set forth in a written amendment, as mutually executed by Customer and ePlus.

4.2. **INVOICING:** Invoices will be generated based on timesheets. Timesheets signed by the Customer are deemed as acceptance of the Service hours for billing purposes. Payment is due upon receipt of invoice and will be paid Net 30. Approved weekly timesheets will be invoiced monthly.

4.3. **HIRING SUBCONTRACTORS BY CUSTOMER:** In the event that Customer desires and ePlus agrees, via a written change order signed by both Parties, that Customer may hire a non-ePlus employee ("Candidate"), the following fee structure applies (where "full time billing" is defined as at least forty [40] hours per week):

- if Candidate is hired by Customer within 1-30 days of full time billing, ePlus will invoice the Customer a fee of 20% of the annual salary;
- if Candidate is hired by Customer within 31-90 days of full time billing, ePlus will invoice the Customer a fee of 15% of the annual salary;
- if Candidate is hired by Customer within 91-180 days of full time billing, ePlus will invoice the Customer a fee of 10% of the annual salary;
- if Candidate is hired after 180 days of full time billing, there is no fee.

## 5. ACCEPTANCE OF SERVICES

Upon ePlus' completion of the Services performed, ePlus shall notify Customer by providing one of the following forms of acceptance:

- Signed work order or time sheet; or
- Project completion document

Customer has five (5) working days from the completion of the Services, as applicable, to accept the work performed as being complete. Signing of the time sheet, or Customer's failure to respond to the request for the time sheet approval within the designated five (5) working day period, signifies Customer's acceptance of the time sheet and that Services have been performed as described. In order to refuse acceptance of the Services, Customer must provide ePlus with full details that show that Services do not conform to the SOW. ePlus shall address such non-conformance in a timely manner and shall compile an action plan to correct any deficiencies. The acceptance process shall be repeated until all deficiencies have been resolved and the Services meet the requirements of the SOW. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.

## 6. CHANGE MANAGEMENT PROCEDURES

The Parties may modify the period of performance, pricing, or times and places for performance through a mutually agreed written change request ("Change Request"). Otherwise, the Parties shall enter into a separate, mutually agreeable SOW for services outside the scope of this SOW or circumstances not listed in the previous sentence.

## 7. RESPONSIBILITIES

- Customer is responsible for day to day management of the resource(s). ePlus will not be held responsible for data loss; backups should be performed prior to work starting. All data is the responsibility of the Customer.
- ePlus will not be held liable for software license compliance. Software license compliance is between the Customer and the software company.
- Except as may be expressly stated as a requirement under Section 1.2 above, the Services do not include resolution of software or hardware problems resulting from third party equipment.





# STATEMENT OF WORK

County of Nevada


- Customer represents and warrants that it has all right, title, and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions, and releases necessary for ePlus to perform its obligations under this SOW. Customer shall indemnify, defend, and hold ePlus harmless from any claims or liabilities arising out of Customer's breach of the foregoing.

## 8. SOW ACCEPTANCE

Each Party hereby acknowledges and confirms that it has read this SOW and accepts and approves the scope of work and terms and conditions. Each Party understands that should additional work be required that by its nature could not have been known or determined at the time this SOW was executed, a mutually agreeable written change order as described in Section 5 above will be required. This SOW must be signed and returned before work can begin.

**IN WITNESS WHEREOF**, the Parties hereto have caused this SOW to be executed by their duly authorized representatives, as of the Effective Date.

SUBMITTED BY:		ACKNOWLEDGED AND AGREED TO BY:	
ePlus Technology, inc.		County of Nevada	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME		<b>APPROVED</b> <i>By Landon Beard at 1:20 pm, Sep 15, 2023</i>	
TITLE			
DATE		DATE	9/15/23
		PO#	50112

  
 Desiree Bedling, CPPO, CPPB  
 Deputy Purchasing Agent  
 9/15/23

## Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement"), is made this 15th day of September, 2023, by and between

< County of Nevada >, which is incorporated or organized under the laws of < California > and has its principal place of business at < County of Nevada > ("Company"),

and

**ePlus Technology, inc.**, a Virginia corporation with its principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171 ("ePlus").

Company and ePlus shall be referred to individually as "Party", collectively "Parties."

**Purpose.** ePlus and Company wish to explore a business possibility of mutual interest and each of the Parties desires to receive confidential information of the other party for mutually beneficial business purposes (the "Purpose"). The Party disclosing Confidential Information (as defined below) is the "Disclosing Party" and the Party receiving Confidential Information is the "Recipient."

1) **Definition.** "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential; or (ii) whose confidential nature has been made known by Disclosing Party, in writing or orally with specific written notification of such oral disclosure within three (3) days thereafter, to Recipient. In addition to the foregoing, Confidential Information includes any and all data, material or other information regardless of the form or manner of disclosure, which relates to the identity, operations, networks, systems, business, employees, strategies or finances of an ePlus customer.

2)

3) **Exclusions.** Confidential Information does not include information, data or know-how which written records show:

- a) is in the Recipient's possession at the time of disclosure or later becomes lawfully available from a third Party without obligation of confidentiality;
- b) is or becomes part of the public knowledge or literature before or after it has been disclosed to Recipient, not as a result of any action or inaction of Recipient;
- c) has been approved for release by permission from the Disclosing Party;
- d) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or
- e) is independently developed by or for the Recipient without reference to Confidential Information.

4) **Use Limitations.** Recipient agrees not to use the Confidential Information for its own or any other use except for the Purpose and for internal administrative purposes. Recipient shall not use the Confidential Information for purposes of unfair competition. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party. Recipient will not remove Disclosing Party's proprietary markings, including copyright notices, from any section or piece of the Confidential Information, and any and all authorized copies must contain the same proprietary markings, including copyright notices, contained on the Confidential Information provided to Recipient.

5) **Non-Disclosure.** The Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the Purpose and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Disclosing Party's Confidential Information if in the opinion of its counsel disclosure is required by law; provided, however, that Recipient will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to

such disclosure and that Recipient requests confidential treatment of the disclosed Confidential Information. Recipient agrees that it shall treat the Confidential Information with the same degree of care it accords its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information. In addition, the Recipient hereby acknowledges that the Recipient is aware (and, if applicable, that the Recipient's directors, officers, employees and representatives who are apprised of this matter have been advised) that the United States securities laws prohibit any person who has material nonpublic information about a company from purchasing or selling securities of such company. Except to the extent required by law, neither Party shall disclose the existence or subject matter of the Purpose contemplated between the Parties.

6) **Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

7) **No License.** The Confidential Information shall remain the sole property of the Disclosing Party. No license or other right is granted to Recipient by the disclosure of any information hereunder, nor is any warranty made as to such information.

8) **Return of Confidential Information.** At the earlier of (i) the decision by either Party not to enter into the agreement contemplated by the Purpose, or (ii) a request by the Disclosing Party at any time, or (iii) the expiration or termination of this Agreement between the Disclosing Party and Recipient, the Recipient will turn over to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. At the Disclosing Party's option, all Confidential Information will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient, except that electronic copies may be maintained in a secure location in accordance with Recipient's standard electronic backup procedures (with Recipient providing written certification of such destruction).

9) **Termination; Survival of Obligations.** This Agreement shall govern all communications between the Parties that are made during the period from the date hereof to the date on which either party receives from the other written notice that subsequent communications shall not be so governed. The obligations of each Party with respect to Confidential Information it has previously received will survive termination or expiration of this Agreement for five (5) years after disclosure of the Confidential Information.

#### 10) **Miscellaneous.**

- (a) **Non-Solicitation.** For a period of two (2) years following the expiration or termination hereof, each Party agrees not to, directly or indirectly, solicit for employment or hire any employee of the other Party (including anyone employed by the other Party within the preceding six (6) months) who became known to the other Party in connection with the Purpose, except that such Party shall not be precluded from hiring any such employee who (i) initiates discussions regarding such employment without any direct or indirect solicitation by it; (ii) responds to any public advertisement placed by it; or (iii) has been terminated by the other Party prior to commencement of employment discussions between it and such employee. Should such a hiring of an employee take place, the non-hiring Party will be entitled to damages and/or compensation directly from the hiring Party in the amount of twenty percent (20%) of the employee's then-current total annual compensation.
- (b) **Remedies.** Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Agreement by Recipient or any of its officers, directors, agents, employees, consultants or affiliates. The Recipient acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Recipient or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief, including injunctive relief, in addition to whatever other remedies it might have at law or in equity.
- (c) **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the officers, directors, employees, consultants, attorneys, affiliates and agents of each Party and, upon the request of either Party, the other Party shall cause such of its officers, directors, employees, consultants, attorneys, affiliates and/or agents as requested by the first Party to execute a consent or other instrument acknowledging and binding themselves to the terms of this Agreement.
- (d) **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

- (e) Entire Agreement. This Agreement supersedes all prior discussions and writing and constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- (f) Governing Law/Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to the conflicts of law provisions thereof. Each Party hereby consents to submit to the personal jurisdiction of the federal and state courts of the Commonwealth of Virginia, which shall be the exclusive venue for any such dispute. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties hereto waive all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.
- (g) Modifications/Waivers. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver. Neither party will assign or transfer any rights or obligations under this Agreement (by operation of law, sale of assets, merger, reorganization or otherwise) without the prior written consent of the other party, except that either party shall have the right to assign this Agreement, without prior consent or approval of other party, to the successor to substantially all of the assets and business of such party. This Agreement shall be binding upon the permitted successors and assigns of both parties.
- (h) Independent Relationship. This Agreement shall not be construed as a teaming agreement, joint venture, partnership, fiduciary, or other business relationship. This Agreement shall be construed as to its fair meaning and not strictly for or against either Party.
- (i) Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**ePlus Technology, inc.**

**Company:** County of Nevada

By: \_\_\_\_\_

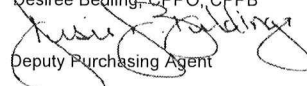
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Desiree Bedling, CPPO, CPPB  
  
 Deputy Purchasing Agent  
 9/15/23



**GENERAL SERVICES ADMINISTRATION  
Federal Supply Service  
Authorized Federal Supply Schedule Pricelist**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*, a menu-driven database system. The INTERNET address for *GSA Advantage!* is [GSAAdvantage.gov](http://GSAAdvantage.gov).

**MULTIPLE AWARD SCHEDULE**

**LARGE CATEGORY: INFORMATION TECHNOLOGY  
SUBCATEGORY: IT HARDWARE**

**Special Item Number 532420L Leasing of New Electronic Equipment**  
Leasing of new electronic equipment. Includes the following lease types: Lease to Ownership, and Lease with Option to Own.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DE10

**LARGE CATEGORY: INFORMATION TECHNOLOGY  
SUBCATEGORY: IT SERVICES**

**Special Item Number 54151S Information Technology Professional Services**  
IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DA01

**LARGE CATEGORY: MISCELLANEOUS  
SUBCATEGORY: COMPLEMENTARY SINS**

**Special Item Number ANCILLARY Ancillary Supplies and Services**  
Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

**Special Item Number OLM Order-Level Materials (OLM)**

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs using FAR 15.404 techniques for commercial price determinations.

Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level or BPA level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program as a special ordering procedure
- Identified at the order or BPA level (either at the time the order is placed or as the requirement for OLMs develop during the course of performance)
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials.
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line-Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price limited to 33.33% of the total value of the order or BPA

OLMs are not items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

For more information on ordering from Federal Supply Schedules, click on the FSS Schedule button at [fss.gsa.gov](http://fss.gsa.gov)

**Schedule Contract Number**  
47QTCA23D00CZ

**Contract Period:** August 21, 2023, through August 20, 2028

**Pricelist Current Through:** Modification 1 dated August 21, 2023  
MASS Modification A815 dated August 23, 2023

ePlus Technology, Inc.  
13595 Dulles Technology Drive  
Herndon VA 20171  
703-984-8400 (phone)  
703-984-8600 (facsimile)  
[www.eplus.com](http://www.eplus.com)

Point of Contact for Contract Administration  
 Amy Knower  
 VP SLED Business Development  
 ePlus Technology, Inc.  
 13595 Dulles Technology Drive  
 Herndon VA 20171  
 757-985-3827 (phone)  
 703-984-8600 (facsimile)  
 amy.knower@eplus.com

A Large Business

### CUSTOMER INFORMATION

**1a. Table of Awarded Special Item Numbers:**

Special Item Number 532420L  
 Special Item Number 54151S  
 Special Item Number Ancillary  
 Special Item Number OLM

**1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:**

Special Item Number	Labor Category	GSA Price with IFF
54151S	Technical Trainer	\$108.95 per hour
Ancillary	Documentation Specialist	\$81.72 per hour

**1c. Identification of Services and Hourly Rates:** See Section 27, below.

**2. Maximum Order:**

Special Item Number 532420L \$500,000  
 Special Item Number 54151S \$500,000  
 Special Item Number Ancillary \$250,000  
 Special Item Number OLM \$250,000

**3. Minimum Order:** \$100

**4. Geographic Coverage:** 48 Contiguous States, District of Columbia

**5. Point(s) of Production:** Herndon, Virginia USA

**6. Discount from Commercial List Price or Market Rate:**

The GSA Net Prices published on the GSA Advantage website and in this Schedule Pricelist reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

**7. Quantity Discount:** None

**8. Prompt Payment Terms:** Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.



**9. Foreign Item(s):** None

**10a. Time of Delivery:**

Special Item Number 532420L	30 Days after Receipt of Order
Special Item Number 54151S	Negotiated with the Ordering Activity at the Task Order level
Special Item Number Ancillary	Negotiated with the Ordering Activity at the Task Order level
Special Item Number OLM	Negotiated with the Ordering Activity at the Task Order level

**10b. Expedited Delivery:** Please contact the Contractor for availability and rates.

**10c. Overnight and 2-day Delivery:** Please contact the Contractor for availability and rates.

**10d. Urgent Requirements:**

Ordering Activities can contact the Contractor's Representative for the purpose of requesting accelerated delivery.

**11. F.O.B. Point:** Destination

**12a. Ordering Address:**

Amy Knower  
VP SLED Business Development  
ePlus Technology, Inc.  
13595 Dulles Technology Drive  
Herndon VA 20171  
757-985-3827 (phone)  
703-984-8600 (facsimile)  
amy.knower@eplus.com

**12b. Ordering Procedures:**

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**13. Payment Address:**

Amy Knower  
VP SLED Business Development  
ePlus Technology, Inc.  
13595 Dulles Technology Drive  
Herndon VA 20171  
757-985-3827 (phone)  
703-984-8600 (facsimile)  
amy.knower@eplus.com

**14. Warranty Provision:**

Special Item Number 532420L	Standard Commercial Warranty
Special Item Number 54151S	Personnel who perform work on a task order under an awarded Schedule labor category shall meet the awarded Minimum/General Experience, Functional Responsibility, and Minimum Education or the awarded Schedule-level substitutions. The awarded Schedule-level qualifications cannot be waived by the Ordering Agency at the Blanket Purchase Agreement (BPA) or Task Order level.

Special Item Number Ancillary	Personnel who perform work on a task order under an awarded Schedule labor category shall meet the awarded Minimum/General Experience, Functional Responsibility, and Minimum Education or the awarded Schedule-level substitutions. The awarded Schedule-level qualifications cannot be waived by the Ordering Agency at the Blanket Purchase Agreement (BPA) or Task Order level.
Special Item Number OLM	To be determined

**15. Export Packing Charges:** Not Applicable

**16. Terms and conditions of Rental, Maintenance, and Repair:** Not Applicable

**17. Terms and conditions of Installation:** Not Applicable

**18. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:**

Not Applicable

**19a. Terms and conditions for any other Service:**

See page 14 for additional contract terms for leasing services.

**19b. List of Service and Distribution Points:** Not Applicable.

**20. List of Participating Dealer:** Not Applicable.

**21. Preventative Maintenance:** Not Applicable.

**22a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):**

Not Applicable.

**22b. Section 508 Compliance Information:**

When 508 compliance is applicable for a given task order requiring Electronic and Information Technology (EIT) supplies or services the full details of our Section 508 EIT standard for that given item can be found at [www.eplus.com](http://www.eplus.com).

**23. Unique Identity Identifier (UEI) Number:** LFM7NC3E3FV9

**24. Notification regarding registration in System for Award Management (SAM) database:** Contractor has an Active Registration in the SAM database.

**25. Information Technology Professional Services and Approved Hourly Rates:**

**Storage Systems Engineer**

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Design and implement storage, backup, virtualization solutions in accordance with industry and manufacturer best practices. Troubleshoot storage, virtualization, and backup-related issues. Perform routine system maintenance and upgrades. Review and interpret storage usage and capacity metrics to avoid capacity-related issues. Document as-built system design, procedures, and processes.

**Minimum Education:** Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Data Center, NetApp Certified Data Administrator, VMWare Certified Professional - Data Center Virtualization)

<b>Approved Substitutions</b>	
<b>Education</b>	<b>Experience</b>
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Data Center, NetApp Certified Data Administrator, VMWare Certified Professional - Data Center Virtualization)	8 years
Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Data Center, NetApp Certified Data Administrator, VMWare Certified Professional - Data Center Virtualization)	4 years
Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Data Center, NetApp Certified Data Administrator, VMWare Certified Professional - Data Center Virtualization)	2 years

**Senior Storage Systems Engineer**

**Minimum/General Experience:** 10 years

**Functional Responsibility:** Design and implement storage, backup, virtualization solutions in accordance with industry and manufacturer best practices. Troubleshoot storage, virtualization, and backup-related issues. Perform routine system maintenance and upgrades. Review and interpret storage usage and capacity metrics to avoid capacity-related issues. Document as-built system design, procedures, and processes. Work with engineering leads to establish best practice standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Data Center, NetApp Certified Data Administrator, VMWare Certified Professional - Data Center Virtualization)

<b>Approved Substitutions</b>	
<b>Education</b>	<b>Experience</b>
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Data Center, NetApp Certified Data Administrator, VMWare Certified Professional - Data Center Virtualization)	14 years
Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Data Center, NetApp Certified Data Administrator, VMWare Certified Professional - Data Center Virtualization)	12 years
Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Data Center, NetApp Certified Data Administrator, VMWare Certified Professional - Data Center Virtualization)	8 years

## Network Engineer

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Design and implement network (i.e., wired, wireless, VPN) solutions in accordance with industry and manufacturer best practices. Troubleshoot connectivity, access, and performance issues. Perform routine system maintenance and upgrades. Review and interpret network usage and capacity metrics to avoid performance-related issues. Document as-built system design, procedures, and processes.

**Minimum Education:** Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network, AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network, AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	8 years
Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network, AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	4 years
Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network, AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	2 years

## Senior Network Engineer

**Minimum/General Experience:** 10 years

**Functional Responsibility:** Design and implement network (i.e., wired, wireless, VPN) solutions in accordance with industry and manufacturer best practices. Troubleshoot connectivity, access, and performance issues. Perform routine system maintenance and upgrades. Review and interpret network usage and capacity metrics to avoid performance-related issues. Document as-built system design, procedures, and processes. Work with engineering leads to establish best practice standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network, AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network, AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	14 years
Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network, AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	12 years
Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network, AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	8 years

## Security Engineer

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Design and implement security solutions (i.e., firewall, VPN, IPS, SIEM) in accordance with industry and manufacturer best practices. Troubleshoot connectivity, access, and performance issues. Perform routine system maintenance and upgrades. Review and assess logs and configuration to identify potential threats that may impact system performance and availability. Document as-built system design, procedures, and processes.

**Minimum Education:** Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Security, Certified Information Systems Security Professional, GIAC Security Essentials Certification, Systems Security Certified Practitioner)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Security, Certified Information Systems Security Professional, GIAC Security Essentials Certification, Systems Security Certified Practitioner)	8 years
Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Security, Certified Information Systems Security Professional, GIAC Security Essentials Certification, Systems Security Certified Practitioner)	4 years
Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Security, Certified Information Systems Security Professional, GIAC Security Essentials Certification, Systems Security Certified Practitioner)	2 years

## Senior Security Engineer

**Minimum/General Experience:** 10 years

**Functional Responsibility:** Design and implement security solutions (i.e., firewall, VPN, IPS, SIEM) in accordance with industry and manufacturer best practices. Troubleshoot connectivity, access, and performance issues. Perform routine system maintenance and upgrades. Review and assess logs and configuration to identify potential threats that may impact system performance, confidentiality, integrity, and availability. Document as-built system design, procedures, and processes. Work with engineering leads to establish best practice standards for design, implementation and support Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance and security requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Security, Certified Information Systems Security Professional, GIAC Security Essentials Certification, Systems Security Certified Practitioner)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Security, Certified Information Systems Security Professional, GIAC Security Essentials Certification, Systems Security Certified Practitioner)	14 years
Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Security, Certified Information Systems Security Professional, GIAC Security Essentials Certification, Systems Security Certified Practitioner)	12 years

Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Security, Certified Information Systems Security Professional, GIAC Security Essentials Certification, Systems Security Certified Practitioner)	8 years
--	---------

### Collaboration Engineer

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Design and implement collaboration solutions (i.e., Emergency Services, Contact Center, Call Control, Endpoint Chat), in accordance with industry and manufacturer best practices. Troubleshoot connectivity, access, and performance issues. Perform routine system maintenance and upgrades. Review and interpret system usage and capacity logs to avoid performance-related issues. Document as-built system design, procedures, and processes. Plans, develops, coordinates, designs, tests, and directs technical elements of all collaboration services such as Conceptual Design, Connectivity, Colocation, Survivability, Emergency Service Integration and Unified Communications as a Service (UCaaS).

**Minimum Education:** Associates Degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Collaboration, Microsoft 365 Certified: Collaboration Communications Systems Engineer)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Collaboration, Microsoft 365 Certified: Collaboration Communications Systems Engineer)	8 years
Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Collaboration, Microsoft 365 Certified: Collaboration Communications Systems Engineer)	4 years
Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Collaboration, Microsoft 365 Certified: Collaboration Communications Systems Engineer)	2 years

### Senior Collaboration Engineer

**Minimum/General Experience:** 10 years

**Functional Responsibility:** Design and implement collaboration solutions (i.e., Emergency Services, Contact Center, Call Control, Endpoint Chat), in accordance with industry and manufacturer best practices. Troubleshoot connectivity, access, and performance issues. Perform routine system maintenance and upgrades. Review and interpret system usage and capacity logs to avoid performance-related issues. Document as-built system design, procedures, and processes. Work with engineering leads to establish best practice standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Collaboration, Microsoft 365 Certified: Collaboration Communications Systems Engineer)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Collaboration, Microsoft 365 Certified: Collaboration Communications Systems Engineer)	14 years
Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Collaboration, Microsoft 365 Certified: Collaboration Communications Systems Engineer)	12 years
Master’s degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Collaboration, Microsoft 365 Certified: Collaboration Communications Systems Engineer)	8 years

**Project Manager**

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Provides overall project direction and guidance, ensures implementation objectives are met, execution is performed as per the scope of the project, and completion of tasks and milestones associated with the project are delivered on time. Assigns resources, manages scheduling, communicates project goals, milestones, deliverables, and individual’s functional responsibilities. Interface with key stakeholders and provide project compliance and progress updates to the proper parties involved and/or impacted.

**Minimum Education:** Associates degree and Certification in related field (i.e., Project Management Professional, Certified ScrumMaster, Six Sigma, Agile Certified Practitioner)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in related field (i.e., Project Management Professional, Certified ScrumMaster, Six Sigma, Agile Certified Practitioner)	8 years
Bachelor’s degree and Certification in related field (i.e., Project Management Professional, Certified ScrumMaster, Six Sigma, Agile Certified Practitioner)	4 years
Master’s degree and Certification in related field (i.e., Project Management Professional, Certified ScrumMaster, Six Sigma, Agile Certified Practitioner)	2 years

**Senior Project Manager**

**Minimum/General Experience:** 10 years

**Functional Responsibility:** The Senior Project Manager will lead complex projects and be able to lead a team of Project Managers and/or Project Coordinators that provides overall project direction and guidance, ensures implementation objectives are met, execution is performed as per the scope of the project, and completion of tasks and milestones associated with the project are delivered on time. Assigns responsible parties which will allocate resources, manages scheduling, communicates project goals, milestones, deliverables, and individual’s functional responsibilities. Interface with key stakeholders on the business and services side which will provide project compliance and progress updates to the proper parties involved and/or impacted.

**Minimum Education:** Bachelor’s degree and Certification in related field (i.e., Project Management Professional, Certified ScrumMaster, Six Sigma, Agile Certified Practitioner)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in related field (i.e., Project Management Professional, Certified ScrumMaster, Six Sigma, Agile Certified Practitioner)	14 years
Associates degree and Certification in related field (i.e., Project Management Professional, Certified ScrumMaster, Six Sigma, Agile Certified Practitioner)	12 years
Master's degree and Certification in related field (i.e., Project Management Professional, Certified ScrumMaster, Six Sigma, Agile Certified Practitioner)	8 years

## Solutions Architect

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Evaluate technologies and solutions to ensure project requirements are met. Understand performance, security, scalability and reliability requirements in order to design and document recommended system architectures. Provide project management for the technical phases of a project. Work with engineering leads to implement best practice standards for design, implementation and support. Review active projects to identify potential areas of risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance and integration requirements are being met.

**Minimum Education:** Associates degree and Certification in related field (i.e., CCNP, CCDE, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in related field (i.e., CCNP, CCDE, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert)	8 years
Bachelor's degree and Certification in related field (i.e., CCNP, CCDE, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert)	4 years
Master's degree and Certification in related field (i.e., CCNP, CCDE, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert)	2 years

## Senior Solutions Architect

**Minimum/General Experience:** 10 years

**Functional Responsibility:** Evaluate technologies and solutions to ensure business requirements are met. Understand performance, security, scalability and reliability requirements in order to design, document and present recommended system architectures. Provide project management for the technical phases of a project. Work with engineering leads to establish best practice standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Review active projects to identify potential areas of risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance and integration requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in related field (i.e., CCNP, CCDE, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert)



Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in related field (i.e., CCNP, CCDE, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert)	14 years
Associates degree and Certification in related field (i.e., CCNP, CCDE, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert)	12 years
Master's degree and Certification in related field (i.e., CCNP, CCDE, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert)	8 years

### Network Consultant

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Review network design and implementation standards to ensure alignment with business requirements. Perform routine system maintenance and upgrades. Review and interpret network usage and capacity metrics to avoid performance-related issues. Document as-built system design, procedures, and processes.

**Minimum Education:** Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network (or CCNA), AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network (or CCNA), AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	8 years
Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network (or CCNA), AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	4 years
Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network (or CCNA), AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	2 years

### Senior Network Consultant

**Minimum/General Experience:** 10 years

**Functional Responsibility:** Review network design and implementation standards to ensure alignment with business requirements. Perform routine system maintenance and upgrades. Review and interpret network usage and capacity metrics to avoid performance-related issues. Review document as-built system design, procedures, and processes. Validate that defined system design, procedures, and processes are being followed. Work with engineering leads to review best practice standards for design, implementation and support. Lead and mentor non-senior peers during network design, implementation and analysis efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network (or CCNA), AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network (or CCNA), AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	14 years
Associates degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network (or CCNA), AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	12 years
Master's degree and Certification in applicable technology (i.e., Cisco Certified Network Professional – Network (or CCNA), AWS Advanced Network, Azure Network Associate, Juniper Networks Certified Associate)	8 years

### Cloud Consultant

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Provide clients with technical guidance on cloud-based security, networking, server, virtualization, storage, and backup solutions to align with industry best practices. Troubleshoot connectivity, access, performance, and security issues. Perform routine system maintenance and upgrades. Review and interpret resource usage and capacity metrics to avoid performance-related issues. Document as-built system design, procedures, and processes.

**Minimum Education:** Associates degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	8 years
Bachelor's degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	4 years
Master's degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	2 years

### Senior Cloud Consultant

**Minimum/General Experience:** 8 years

**Functional Responsibility:** Provide clients with technical guidance on cloud-based security, networking, server, virtualization, storage, and backup solutions to align with industry best practices. Troubleshoot connectivity, access, performance, and security issues. Perform routine system maintenance and upgrades. Review and interpret resource usage and capacity metrics to avoid performance-related issues. Review document as-built system design, procedures, and processes. Monitor and review backup and recovery procedures. Work with engineering leads to establish best practice standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Review defined standards, policies and operational procedures to ensure compliance requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	12 years
Associates degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	10 years
Master's degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	6 years

### Cloud Security Engineer

**Minimum/General Experience:** 6 years

**Functional Responsibility:** Review defined standards, policies and operational procedures to ensure compliance requirements are met within the cloud environment. Design and implement security solutions (i.e., firewall, VPN, IPS, SIEM, remote access) in accordance with industry and provider best practices. Troubleshoot connectivity, access, performance, and incident response issues. Identify and perform routine system maintenance and upgrades. Review and assess logs and configuration to identify potential threats that may impact service performance, confidentiality, integrity, and availability. Document as-built system design, procedures, and processes. Work with engineering leads to establish (and update) best practice standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance and security requirements are being met.

**Minimum Education:** Associates degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	8 years
Bachelor's degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	4 years
Master's degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	2 years

### Senior Cloud Security Engineer

**Minimum/General Experience:** 8 years

**Functional Responsibility:** Review defined standards, policies and operational procedures to ensure compliance requirements are met within the cloud environment. Design and implement security solutions (i.e., firewall, VPN, IPS, SIEM, remote access) in accordance with industry and provider best practices. Troubleshoot connectivity, access, performance, and incident response issues. Identify and perform routine system maintenance and upgrades. Review and assess logs and configuration to identify

potential threats that may impact service performance, confidentiality, integrity, and availability. Document as-built system design, procedures, and processes. Work with engineering leads to establish (and update) best practice standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance and security requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	12 years
Associates degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	10 years
Master's degree and Certification in applicable technology (i.e., Microsoft Certified: Azure Administrator Associate, AWS Certified SysOps Administrator, Certified Cloud Security Professional)	2 years

### Technical Trainer

**Minimum/General Experience:** 4 years

**Functional Responsibility:** Assists in developing lesson plans, curricula, training methodologies, course schedules, and evaluation tools in order to educate users and/or administrators of IT environments on how to adopt and use different technology platforms. These technology platforms cover one or many technologies, including Networking, Data Center, Cloud, Collaboration, and Security.

**Minimum Education:** Associates degree and Certification in related field (i.e., Certified Technical Trainer (CTT+), Microsoft Certified Trainer, Cisco Certified Systems Instructor)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in related field (i.e., Certified Technical Trainer (CTT+), Microsoft Certified Trainer, Cisco Certified Systems Instructor)	6 years
Bachelor's degree and Certification in related field (i.e., Certified Technical Trainer (CTT+), Microsoft Certified Trainer, Cisco Certified Systems Instructor)	2 years
Master's degree and Certification in related field (i.e., Certified Technical Trainer (CTT+), Microsoft Certified Trainer, Cisco Certified Systems Instructor)	None

### Senior Technical Trainer

**Minimum/General Experience:** 8 years

**Functional Responsibility:** Subject Matter Expert in creating content for training personnel in developing lesson plans, curricula, training methodologies, course schedules, and evaluation tools in order to educate users and/or administrators of IT environments on how to adopt and use different technology platforms. These technology platforms cover one or many technologies, including Networking, Data

Center, Cloud, Collaboration, and Security. This resource will monitor class attendee satisfaction with the content being delivered, and success rate of adoption and application of the skills gained by the attendees.

**Minimum Education:** Bachelor's degree and Certification in related field (i.e., Certified Technical Trainer (CTT+), Microsoft Certified Trainer, Cisco Certified Systems Instructor)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in related field (i.e., Certified Technical Trainer (CTT+), Microsoft Certified Trainer, Cisco Certified Systems Instructor)	12 years
Associates degree and Certification in related field (i.e., Certified Technical Trainer (CTT+), Microsoft Certified Trainer, Cisco Certified Systems Instructor)	10 years
Master's degree and Certification in related field (i.e., Certified Technical Trainer (CTT+), Microsoft Certified Trainer, Cisco Certified Systems Instructor)	6 years

### Associate Software Engineer

**Minimum/General Experience:** 2 years

**Functional Responsibility:** Write code for software projects and participate in testing to ensure the application meets user requirements. Assist in creating application designs by working with senior engineers to understand end-user and business requirements. Identify and fix bugs by working with senior engineers and debugging tools. Assist in maintaining applications to address new feature requests, fix bugs, and to keep the application working correctly. Contribute to team projects by providing input, completing assigned tasks, and collaborating with the project team.

**Minimum Education:** Associates degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	4 years
Bachelor's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	None
Master's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	None

### Software Engineer

**Minimum/General Experience:** 4 years

**Functional Responsibility:** Document requirements and technical specifications to application design and code. Work with software engineers, QA professionals and others to meet project timelines and application requirements. Scale code through development and testing with documented results. Design, code, test, debug, and document software to ensure software meets business needs. Conduct design and code reviews to ensure code developed meets coding best practices guidelines. Identify and fix bugs when issues are identified by leveraging well known debugging tools and techniques. Update software to address user needs, fix bugs, and to ensure the software continues to function correctly.

**Minimum Education:** Associates degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)

<b>Approved Substitutions</b>	
<b>Education</b>	<b>Experience</b>
High School Diploma / G.E.D. and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	6 years
Bachelor's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	2 years
Master's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	None

### Senior Software Engineer

**Minimum/General Experience:** 8 years

**Functional Responsibility:** Document requirements and technical specifications to application design and code. Work with software engineers, QA professionals and others to meet project timelines and application requirements. Scale code through development and testing with documented results. Design, code, test, debug, and document software to ensure software meets business needs. Conduct design and code reviews to ensure code developed meets coding best practices guidelines. Identify and fix bugs when issues are identified by leveraging well known debugging tools and techniques and develop new techniques when needed. Update software to address user needs, fix bugs, and to ensure the software continues to function correctly. Work with software engineers to establish (and update) best practice software development standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and debugging efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Define application development standards, policies, and procedures to ensure compliance and security requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)

<b>Approved Substitutions</b>	
<b>Education</b>	<b>Experience</b>
High School Diploma / G.E.D. and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	12 years
Associates degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	10 years
Master's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	6 years

## Application Developer

**Minimum/General Experience:** 4 years

**Functional Responsibility:** Document requirements and technical specifications to application design and code. Work with software engineers, QA professionals and others to meet project timelines and application requirements. Scale code through development and testing with documented results. Design, code, test, debug, and document software to ensure software meets business needs. Conduct design and code reviews to ensure code developed meets coding best practices guidelines. Identify and fix bugs when issues are identified by leveraging well known debugging tools and techniques. Update software to address user needs, fix bugs, and to ensure the software continues to function correctly.

**Minimum Education:** Associates degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	6 years
Bachelor's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	2 years
Master's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	None

## Senior Application Developer

**Minimum/General Experience:** 8 years

**Functional Responsibility:** Document requirements and technical specifications to application design and code. Work with software engineers, QA professionals and others to meet project timelines and application requirements. Scale code through development and testing with documented results. Design, code, test, debug, and document software to ensure software meets business needs. Conduct design and code reviews to ensure code developed meets coding best practices guidelines. Identify and fix bugs when issues are identified by leveraging well known debugging tools and techniques and develop new techniques when needed. Update software to address user needs, fix bugs, and to ensure the software continues to function correctly. Work with software engineers to establish (and update) best practice software development standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and debugging efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Define application development standards, policies, and procedures to ensure compliance and security requirements are being met.

**Minimum Education:** Bachelor's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	12 years
Associates degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	10 years
Master's degree and Certification in applicable field (i.e., AWS Certified Developer, Certified Scrum Developer, Certified Software Quality Engineer, Certified Software Development Professional)	6 years

### Systems Engineer

**Minimum/General Experience:** 4 years

**Functional Responsibility:** Assist in the design and development of system components such hardware, software and network that meet stakeholder requirements. Work through project plans and assigned tasks to ensure projects complete on-time and within budget. Identify and troubleshoot integration issues between systems. Develop and maintain test plans to validate systems meet business and end-user requirements. Troubleshoot system connectivity, access, and performance issues. Perform routine system maintenance and upgrades. Review and interpret system usage and capacity logs to avoid performance-related issues. Document as-built system design, procedures, and processes.

**Minimum Education:** Associates degree and Certification in related field (Associate Systems Engineering Professional, Systems Security Certified Practitioner, Certified Systems Engineering Professional)

Approved Substitutions	
Education	Experience
High School Diploma / G.E.D. and Certification in related field (Associate Systems Engineering Professional, Systems Security Certified Practitioner, Certified Systems Engineering Professional)	6 years
Bachelor's degree and Certification in related field (Associate Systems Engineering Professional, Systems Security Certified Practitioner, Certified Systems Engineering Professional)	2 years
Master's degree and Certification in related field (Associate Systems Engineering Professional, Systems Security Certified Practitioner, Certified Systems Engineering Professional)	None

### Senior Systems Engineer

**Minimum/General Experience:** 8 years

**Functional Responsibility:** Design and develop system components such hardware, software and network that meet stakeholder requirements. Build project plans and assign tasks to ensure projects complete on-time and within budget. Identify and troubleshoot integration issues between systems. Develop and maintain test plans to validate systems meet business and end-user requirements. Troubleshoot system connectivity, access, and performance issues. Perform routine system maintenance and upgrades. Review and interpret system usage and capacity logs to avoid performance-related issues. Document as-built system design, procedures, and processes. Work with engineering leads to establish best practice standards for design, implementation and support. Lead and mentor non-senior peers during project design, implementation and troubleshooting efforts. Evaluate active projects to minimize risk during deployment and operational handoff. Review defined standards, policies and operational procedures to ensure compliance requirements are being met.



**Minimum Education:** Bachelor's degree and Certification in related field (Associate Systems Engineering Professional, Systems Security Certified Practitioner, Certified Systems Engineering Professional)

<b>Approved Substitutions</b>	
<b>Education</b>	<b>Experience</b>
High School Diploma / G.E.D. and Certification in related field (Associate Systems Engineering Professional, Systems Security Certified Practitioner, Certified Systems Engineering Professional)	12 years
Associates degree and Certification in related field (Associate Systems Engineering Professional, Systems Security Certified Practitioner, Certified Systems Engineering Professional)	10 years
Master's degree and Certification in related field (Associate Systems Engineering Professional, Systems Security Certified Practitioner, Certified Systems Engineering Professional)	6 years

<b>Labor Category</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>	<b>Contract Year 4</b>	<b>Contract Year 5</b>
	<b>21 AUG 23 TO 20 AUG 24</b>	<b>21 AUG 24 TO 20 AUG 25</b>	<b>21 AUG 25 TO 20 AUG 26</b>	<b>21 AUG 26 TO 20 AUG 27</b>	<b>21 AUG 27 TO 20 AUG 28</b>
	<b>GSA PRICE including IFF</b>	<b>GSA PRICE including IFF</b>	<b>GSA PRICE including IFF</b>	<b>GSA PRICE including IFF</b>	<b>GSA PRICE including IFF</b>
Storage System Engineer	\$163.62	\$168.46	\$173.45	\$178.59	\$183.88
Senior Storage System Engineer	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Network Engineer	\$136.19	\$140.22	\$144.37	\$148.64	\$153.05
Senior Network Engineer	\$271.69	\$279.73	\$288.01	\$296.53	\$305.31
Security Engineer	\$136.19	\$140.22	\$144.37	\$148.64	\$153.05
Senior Security Engineer	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Senior Collaboration Engineer	\$271.69	\$279.73	\$288.01	\$296.53	\$305.31
Collaboration Engineer	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Senior Project Manager	\$163.62	\$168.46	\$173.45	\$178.59	\$183.88
Project Manager	\$136.19	\$140.22	\$144.37	\$148.64	\$153.05
Senior Solutions Architect	\$271.69	\$279.73	\$288.01	\$296.53	\$305.31
Solutions Architect	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Senior Network Consultant	\$271.69	\$279.73	\$288.01	\$296.53	\$305.31
Network Consultant	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Senior Cloud Consultant	\$271.69	\$279.73	\$288.01	\$296.53	\$305.31
Cloud Consultant	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Senior Cloud Security Engineer	\$271.69	\$279.73	\$288.01	\$296.53	\$305.31
Cloud Security Engineer	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Senior Technical Trainer	\$136.19	\$140.22	\$144.37	\$148.64	\$153.05

Labor Category	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
	21 AUG 23 TO 20 AUG 24	21 AUG 24 TO 20 AUG 25	21 AUG 25 TO 20 AUG 26	21 AUG 26 TO 20 AUG 27	21 AUG 27 TO 20 AUG 28
	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF
Technical Trainer	\$108.95	\$112.17	\$115.50	\$118.91	\$122.43
Senior Software Engineer	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Software Engineer	\$163.62	\$168.46	\$173.45	\$178.59	\$183.88
Associate Software Engineer	\$136.19	\$140.22	\$144.37	\$148.64	\$153.05
Senior Application Developer	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Application Developer	\$163.62	\$168.46	\$173.45	\$178.59	\$183.88
Senior Systems Engineer	\$217.90	\$224.35	\$230.99	\$237.83	\$244.88
Systems Engineer	\$163.62	\$168.46	\$173.45	\$178.59	\$183.88

**26. Information Technology Non-Professional Services and Approved Hourly Rates**

**Document Specialist\*\***

**Minimum/General Experience:** 2 years

**Functional Responsibility:** Validate that documents meet company standards and industry best practices. Proofread and edit documents for accuracy and consistency. Work with project managers, solutions architects, engineering leads and technology consultants to make sure documentation standards and timelines are met. Maintain and manage document storage.

**Minimum Education:** Associates degree

**Project Lead Coordinator\*\***

**Minimum/General Experience:** 2 years

**Functional Responsibility:** Provides simple project administrative tasks, assists with implementation activities, and assists with the completion of tasks and milestones associated with the project that other project resources are responsible for. Leads resources, manages scheduling, communicate project goals, milestones, deliverables, and individual's functional responsibilities. Interface with and provide project compliance and progress updates to stakeholders involved with the project.

**Minimum Education:** Associates degree

Labor Category	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
	21 AUG 23 TO 20 AUG 24	21 AUG 24 TO 20 AUG 25	21 AUG 25 TO 20 AUG 26	21 AUG 26 TO 20 AUG 27	21 AUG 27 TO 20 AUG 28
	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF
Project Lead Coordinator**	\$81.72	\$84.14	\$86.63	\$89.20	\$91.84
Document Specialist**	\$81.72	\$84.14	\$86.63	\$89.20	\$91.84

**Service Contract Act Matrix**

SCA Eligible Labor Category/Service**	SCA Equivalent Code & Title	Applicable Wage Determination
Document Specialist**	01113 – General Clerk III	2015-4281 Rev. 21, 12/21/21
Project Lead Coordinator**	01020 – Administrative Assistant	2015-4281 Rev. 21, 12/21/21

\*\*Service Contract Act: The Service Contract Act (SCA) is applicable to this contract, and it includes SCA applicable labor categories. The prices for the cited SCA labor categories are based on the U.S. Department of Labor WD Number(s) identified in the SCA Matrix. The prices offered are based on the preponderance of where work is performed and should the Contractor perform in the area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly.

**INFORMATION TECHNOLOGY CATEGORY  
IT HARDWARE SUBCATEGORY  
SPECIAL ITEM NUMBER 532420L  
LEASING OF NEW ELECTRONIC EQUIPMENT**

**Lease Terms and Conditions – Option 1**

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	
52.227-14	Rights in Data-General	Feb 1995
		May 2014

(1) STATEMENT

(a) It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product

acceptance through September 30 of the fiscal year in which the order is placed.

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

(2) FUNDING AND PERIODS OF LEASING ARRANGEMENTS

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

i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

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

(3) DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212-4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

(4) The following terms and conditions may be included.

(a) ASSIGNMENT OF CLAIMS. GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

(b) PEACEFUL POSSESSION AND UNRESTRICTED USE. In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

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

(d) INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

(e) MONTHLY PAYMENTS

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: 800 Basis Points  
  
For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction. The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.
- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.

- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
  - v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
  - vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.
- (f) LEASE END/DISCONTINUANCE OPTIONS
- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
    - (1) to purchase the product for the residual value of the product, or
    - (2) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
  - ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. Ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
  - iii. Returns
    - (1) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
    - (2) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
    - (3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
    - (4) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
      - (i) deleted or disabled all files and copies of the software from the equipment on which it was installed;
      - (ii) returned all software documentation, training manuals, and

- (iii) physical media on which the software was delivered; and has no ability to use the returned software.

(g) UPGRADES AND ADDITIONS

- (i) The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
    - (1) can be removed without causing material damage to the product;
    - (2) do not reduce the value of the product; and
    - (3) are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.
  - (ii) Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
    - (1) were not leased from the Contractor, and
    - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
  - (iii) Any additions that are not so removable will become the Contractor's property (lien free).
  - (iv) Leases of additions and upgrades must be co-terminus with that of the product.
- (h) RISK OF LOSS OR DAMAGE. The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.
- (i) TITLE. During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

- (j) TAXES. The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- (k) ADDITIONAL LEASE TERMS. Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

**Lease Terms and Conditions – Option 2**

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

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

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

(1) LEASING PRICE LIST NOTICE

- (a) Contractors must include the following notice in their contract price list for SIN 532420L:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

(2) STATEMENT OF ORDERING ACTIVITY INTENT

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

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



(3) LEASE TERM

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

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703- 3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12-month period. This cross fiscal year authority does not apply to multi-year leases.

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

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

(4) LEASE TERMINATION

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

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).

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

(b) Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs

charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.

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

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

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

(5) The following terms and conditions may be included:

(a) ASSIGNMENT OF CLAIMS. GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

(b) PEACEFUL POSSESSION AND UNRESTRICTED USE. In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

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

(d) INSTALLATION AND MAINTENANCE

- (i) Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- (ii) When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

(e) MONTHLY PAYMENTS:

- (i) Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- (ii) To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: 800 Basis Points  
  
For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction. The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.
- (iii) For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b., above.
- (iv) The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- (v) The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- (vi) In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

- (f) LEASE END/DISCONTINUANCE OPTIONS
- (i) Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
- (1) to purchase the product for the residual value of the product, or
  - (2) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- (ii) Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- (iii) Returns
- (1) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
  - (2) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
  - (3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
  - (4) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
    - (i) deleted or disabled all files and copies of the software from the equipment on which it was installed;
    - (ii) returned all software documentation, training manuals, and physical media on which the software was delivered; and
    - (iii) has no ability to use the returned software.
- (g) UPGRADES AND ADDITIONS
- (i) The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
- (1) can be removed without causing material damage to the product;
  - (2) do not reduce the value of the product; and

- (3) are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.
  - (ii) Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
    - (1) were not leased from the Contractor, and
    - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
  - (iii) Any additions that are not so removable will become the Contractor's property (lien free).
  - (iv) Leases of additions and upgrades must be co-terminus with that of the product.
- (h) RISK OF LOSS OR DAMAGE. The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.
- (i) TITLE. During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.
- (j) TAXES. The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- (k) ADDITIONAL LEASE TERMS. Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

**INFORMATION TECHNOLOGY CATEGORY  
IT SERVICES SUBCATEGORY  
SPECIAL ITEM NUMBER 54151S  
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

**MISCELLANEOUS CATEGORY  
COMPLEMENTARY SINs SUBCATEGORY  
SPECIAL ITEM NUMBER ANCILLARY  
ANCILLARY SUPPLIES AND SERVICES**

All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

**MISCELLANEOUS CATEGORY  
COMPLEMENTARY SINs SUBCATEGORY  
SPECIAL ITEM NUMBER OLM  
ORDER-LEVEL MATERIALS**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

- |   |   |
|---|---|
| 1) Apparel  | 30) IT Solutions                                |
| 2) Audio Visual Products                                    | 31) IT Training                                 |
| 3) Audio Visual Services                                    | 32) Language Services                           |
| 4) Awards   | 33) Legal Services                              |
| 5) Background Investigations                                | 34) Logistical Services                         |
| 6) Business Administrative Services                         | 35) Machinery and Components                    |
| 7) Compensation and Benefits                                | 36) Mail Management                             |
| 8) Document Services  | 37) Marine and Harbor                           |
| 9) Electronic Commerce                                      | 38) Marketing and Public Relations              |
| 10) Environmental Services                                  | 39) Medical Equipment                           |
| 11) Facilities Maintenance and Repair                       | 40) Miscellaneous Furniture                     |
| 12) Facilities Services                                     | 41) Musical Instruments                         |
| 13) Facilities Solutions                                    | 42) Office Furniture                            |
| 14) Financial Services                                      | 43) Office Management Maintenance and Repair    |
| 15) Fire/Rescue/Safety/Environmental Protection Equipment   | 44) Office Services                             |
| 16) Fitness Solutions.                                      | 45) Packaged Furniture.                         |
| 17) Flags   | 46) Printing and Photographic Equipment         |
| 18) Flooring  | 47) Protective Equipment                        |
| 19) Fuel Management   | 48) Records Management                          |
| 20) Furniture Services                                      | 49) Search and Navigation                       |
| 21) Healthcare Furniture                                    | 50) Security Animals and Related Services       |
| 22) Household, Dormitory & Quarters Furniture               | 51) Security Services                           |
| 23) Human Resources   | 52) Security Systems                            |
| 24) Identity Protection Services                            | 53) Signs                                       |
| 25) Industrial Products                                     | 54) Social Services                             |
| 26) Industrial Products and Services Maintenance and Repair | 55) Structures                                  |
| 27) IT Hardware   | 56) Technical and Engineering Services (non-IT) |
| 28) IT Services   | 57) Telecommunications                          |
| 29) IT Software   | 58) Testing Equipment                           |

59) Training

NOTE: More information related to the Order Level Materials SIN is available at [gsa.gov/mascategoryrequirements](http://gsa.gov/mascategoryrequirements)