

AN ORDINANCE 2013-06-06-0385

AUTHORIZING A CONTRACT WITH THE WINVALE GROUP TO PROVIDE THE OFFICE OF THE CITY MANAGER WITH AN INTEGRATED AGENDA AND LEGISLATIVE MANAGEMENT SOLUTION FOR AN INITIAL FY 2013 COST OF \$47,468.70 AND AN ESTIMATED AMOUNT OF \$54,480.48 ANNUALLY THEREAFTER FOR CONTINUED HOSTING AND SUPPORT WITH THE CONTRACT VALUE NOT TO EXCEED \$165,509.74 THROUGH NOVEMBER 2015.

* * * * *

WHEREAS, the City's current agenda management system is an in-house developed system which is not integrated with the complete legislative cycle and has become obsolete with the development of dedicated legislative systems currently on the market; and

WHEREAS, The Winvale Group is able to provide a system through Granicus Inc., utilizing the General Services Administration (GSA) contract GS-35F-0074S, which will manage drafting items, assignment to various departments, final approval, integrate the agenda with voting, keep minutes and maintain video archives; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. An contract with the The Winvale Group, to provide the Office of the City Manager with an integrated agenda and legislative management solution for an initial fiscal year 2013 cost of \$47,468.70 and an estimated amount of \$54,480.48 annually thereafter for continued hosting and support with the contract value not to exceed \$165,509.74 through November 2015, utilizing Granicus Inc., from the General Services Administration (GSA) contract GS-35F-0074S, is hereby approved. A copy of the agreement is attached hereto and is incorporated by reference as **Attachment 1**.

SECTION 2. Payment in the amount of \$47,468.70, Fund 43099000, Certificates Of Obligation Capital Projects, SAP Project Definition 09-00049, City Boards & Commissions Management, is authorized to be encumbered and made payable to The Winvale Group, for an integrated Agenda and Legislative Management solution.

SECTION 3. Future payments not-to-exceed the contract amount of \$118,041.04 for hosting and support services are contingent upon the availability of future funding in accordance with the adopted Operating and/or Capital Budget. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

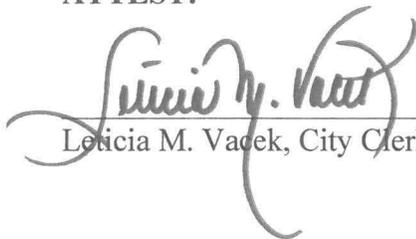
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 6th day of June, 2013.


M A Y O R
Julián Castro

ATTEST:

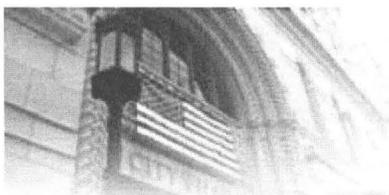


Leticia M. Vadek, City Clerk

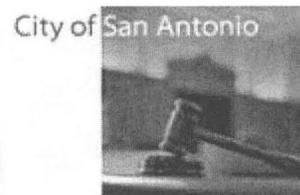
APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 7

Name:	5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19						
Date:	06/06/2013						
Time:	10:50:46 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with The Winvale Group to provide the Office of the City Manager with an integrated Agenda and Legislative Management solution for an initial FY 2013 cost of \$47,468.70 and an estimated amount of \$54,480.48 annually thereafter for continued hosting and support with the contract value not to exceed \$165,509.74 through November 2015. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

City of San Antonio Bid Tabulation

Opened: April 22, 2013			
For: Replacement of Request for Council Action System		The Winvale Group	
		1012 14th Street NW, Fifth Floor	
		Washington, DC, 20005	
Item	Description	Quantity	
1	Open Platform (Monthly Managed Service)	29	
	Unit Cost		\$521.66
	Total Cost		\$15,128.14
2	Government Transparency Suite (Monthly Managed Service)	29	
	Unit Cost		\$351.52
	Total Cost		\$10,194.08
3	Legislative Management Suite (Monthly Managed Service)	29	
	Unit Cost		\$1,866.50
	Total Cost		\$54,128.50
4	Online Citizen Sourcing Tools for Government Projects	29	
	Unit Cost		\$1,435.77
	Total Cost		\$41,637.33
5	Performance Accelerator - Standard (Monthly Managed Service)	29	
	Unit Cost		\$364.59
	Total Cost		\$10,573.11
6	Performance Accelerator (Remote Setup)	1	
	Unit Cost		\$985.00
	Total Cost		\$985.00
7	Legislative Management Project Management and Deployment Services (1 day)	6	
	Unit Cost		\$1,652.90
	Total Cost		\$9,917.40
8	Legislative Management Consultation Services (1 day)	3	
	Unit Cost		\$1,847.36
	Total Cost		\$5,542.08
9	Legislative Management Suite 1 Additional Meeting Body (Remote Setup)	1	
	Unit Cost		\$0.00
	Total Cost		\$0.00
10	Training Services - Onsite (1 day)	5	
	Unit Cost		\$1,652.90
	Total Cost		\$8,264.50
11	Training Services - Remote Web Series (1 day)	2	
	Unit Cost		\$1,652.90
	Total Cost		\$3,305.80
12	Online Training Per Hour API Support	20	
	Unit Cost		\$291.69
	Total Cost		\$5,833.80
	Prompt Payment Discount		Net 30
	Total		\$165,509.74
	Total Award		\$165,509.74

ATTACHMENT I



Winvale

Proposal in Response to

CITY OF SAN ANTONIO, TEXAS

Scope of Work

**GOVERNMENT AGENDA AUTOMATION, TRANSPARENCY,
EFFICIENCY AND COLLABORATION SOLUTIONS**



Version 1.0

Presented to:

City of San Antonio
John Peterek
Special Projects Manager
P: (210) 207-2080

Presented by:

The Winvale Group, LLC
Melissa Hotchkiss
Segment Manager
P: (202) 534-1737

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I. COVER LETTER & PROJECT SUMMARY

City of San Antonio
John Peterek
Special Projects Manager
City Hall 100 Military Plaza
San Antonio, TX 78205

Dear Justin

Note: SOW is being procured through General Services Administration (GSA) contract GS-35F-0074S from The Winvale Group, LLC. Contract will go to Council for final approval on June 6, 2013

Thank you for considering Granicus, we're excited to support your agenda automation and transparency initiatives/needs. It has been a pleasure to work with the City of San Antonio over these past 5 years. We look forward to continuing our rewarding, long-term relationship with you.

On the following few pages, you will find a breakdown of the needs that we have uncovered, our proposed solution, some of our key differentiators, detailed pricing, and a checklist that outlines our next steps.

Current Workflow

- Departments provide build Memo with a caption for the agenda. (Caption is also know as short title in Legistar)
- Agenda Items are built out at Department Level, memo and other supporting documents are attached
- Department Director Approves:
- Budget Office Approves:
- Finance Office Approves:
- City Attorney Office Approves
- City Manager's Office Approves – Peter Zanoni
- City Manager's Office FYI – John Peterek
- Electronically distributed to Mayor and Council. Copy's printed to City Clerk and Central Library

Primary Business Mission/Project Scope

During our conversations and assessment of San Antonio's primary business challenges, we discovered the following issues:

- To replace current agenda management system with a truly automated solution that can be easily upgraded, fully supported, and secure in a reliable cloud hosted environment.
- Fully integrated into the Legislation process, connecting agenda automation, with voting and current San Antonio minute's process, and the final public integrated record that is searchable.

What is Included in Project Scope

Granicus Software Platform, Project Management, Software Installation and Configuration, and training for agenda automation, minutes automation, Creston Integration, Webcasting Platform Upgrade, and Citizen Engagement Tools

What is not in the Scope of Work

Boards and Commissions Automation Tool or Past agenda/meeting information from previous system

Current Issues

- Current Solution is out of date and would take significant work to upgrade
- Solution does not connect to other software platforms, such as minutes and webcasting
- No Version Control of agenda items
- No ability to edit in word directly in RFCA system, which leads to formatting issues
- Digital workflow route of Memo is not easy for the staff user.
- Need to improve how users are added to system. i.e. Active Directory
- Something that integrates with all Boards and Commissions, instead of having to recreate an item

Solutions

We have discussed some specific ways to address the challenges City of San Antonio is facing. Below is a list that I believe represents the best possible solutions

- A solution that stops the manual/multiple work flow of legislative items
- A solution that provides a single work flow
- A legislative tracking and FYI solution for when legislation is moving through the system it can be easily tracked
- They would like a solution that would allow document, agendas and minutes to be created, tracked, and edited, utilizing a software that is user-friendly and integrates with Word
- An Indexing tool to identify certain information and make legislation more searchable: I.E Code Sections, sponsors, indexes, etc.
- A solution that tracks boards and commissions terms with reporting features
- Legislative version tool to monitor status of work in progress: A History of the action taken on the item.
- A solution that allows multiple users to work on a document
- A solution that categorizes/organizes information/documents in an easily usable manner for the tracking of legislative items
- A solution that allows elected officials to Govern on the ipad, by reviewing agendas, annotating and bookmarking items and supporting material on line and off line. The solution would sync to Legislative Software Solution and could be emailed and searched.
- A Solution that provides another medium of participation by the public in which they can comment on legislation and the City of San Antonio can capture decision management around legislative items. Also connects to ipad solution
- A solution that has an API to integrate with existing City's Software solutions. Open API will allow agenda to pass to current Creston Voting System and will pass meta data from voting system to Granicus Automated Minutes Solution.
- A solution that can expand Voting on the Ipad Solution to eventually replace Creston Voting
- By having the same workflow: Agenda, Voting, Minutes, and Webcasting all views will be a public integrated record for the public to easily find what they are searching for

- A Citizen Engagement Component – Citizens To Be Heard

Value and impact of Success

We discussed how City of San Antonio would measure and determine success with proposed Granicus solutions. The following were items that you wanted to achieve:

- Decreased steps in agenda creation process
- Automated and efficient solution for updating legislative document versions
- A solution that allows the public more transparency
- A user friendly and simple public facing navigation for searching and reporting of legislative history: Agenda Minutes, Video, and Citizen Feedback in same location
- Provide the best possible solution for public and elected officials to navigate the decisions they are making
- A solution that is future proof – i.e. integrating new solutions when appropriate. This again will save future costs, by having a company that produces new technology and integrates with existing solutions.
- A minutes solution that does not make more work for the City Clerk, but does decrease the completion and publishing time spent by the City Clerk
- An agenda creation solution that reduces costs and allows workflow processes to be customized
- Membership Management will allow for tracking of appointments and vacancies that will provide better visibility for the public and staff

The Value of Granicus

1. Granicus has true Data Centers for security and peace of mind. We are SAS70 certified. Unlike our competition we do not host on site or purchase time from Amazon Cloud.
2. We have a true API that will integrate with existing systems, like your webcasting solution so if you wanted the streaming and legislative info can coexist together.
3. No hidden fee's: Granicus is flat rate you won't have extra charges
4. Customer Support: This is included no matter the escalation of the issue, unlike our competition
5. We have the experience: 1000 clients nationwide
 - a. New York, NY, Columbus, OH, Milwaukee, WI, Chicago, IL, Long Beach, CA, Riverside CA, San Francisco CA, St Paul, MN, Detroit MI, Stockton CA, San Jose, CA – more clients available upon request.
6. Innovating products: Future proof with solutions such as Citizen Engagement, meeting efficiency and transparency products: We are sole source because of these items
7. Simplicity: We are module base and based on your needs we believe you will get the ease of use without mounting extra costs as you add to your legislative management solution in the future.
8. We are a company of integrity and will be a true partner

Plan

San Antonio would like to "go live" with these additional products for its first meeting by late summer, targeting August. We can typically deploy new solutions within 60-120 days from receiving the Purchase Order. In an effort to keep us on goal with your preferred "go live" date we will need the PO and authorized service agreement submitted to Granicus by June 10, 2013, and still it will be very aggressive to hit an August date.

Below you will find a detailed proposal of the solution City of San Antonio has chosen. The proposal and pricing includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation. Over 900 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience, which has allowed us to develop tools with government in mind and meet the market demand. We hope that you have found tremendous value in being a part of the Granicus client family.

Deployment Options:

The proposed timeline of August 2013 to go live is very aggressive. With that said we would do our best to phase this project to provide a plan to meet the goal. Based on the date of receiving the Purchase Order and starting the project a go live of September-October timeframe would be more realistic. As soon as Granicus can receive a Purchase Order or Signed Contract we can begin the work. If we are tentatively approved on June 6, 2013, Granicus can begin some of the milestones by having San Antonio begin the Technical Gathering and Prerequisite information, but cannot start to break ground on the project until final Purchase Order documents are received.

Most Sincerely,

Melissa Hotchkiss
Segment Manager
Winvale
202-534-1737

Tom Duncan
Account Manager
916-230-7152
Granicus, Inc.

II. COMPANY PROFILE & PROJECT TEAM

Granicus Company Profile

Government's Most Experienced Provider

Granicus, Inc. offers the first cloud platform and suite of applications designed specifically for government agencies. We provide turnkey solutions that enable governments to work more efficiently, encourage citizen participation and engagement, and increase government transparency and trust. Currently, we have over 1,000 government clients and over 5,000 government users that leverage our technology to manage their day-to-day government tasks including webcasting of public meetings, automating the legislative workflow process, increasing citizen engagement, and more. The 2012 Best of the Web awards, created by Government technology and the Center for Digital Government, revealed that 80% of the cities and 60% of the counties awarded have implemented online open government solutions from Granicus.

Company History

Granicus is a privately held corporation with its headquarters located in San Francisco, California. Founded in 1999, the company has established a new vision for government municipalities to provide public information through the Internet. Granicus acquired Daystar Systems in 2011 and has jointly provided agenda management solutions since 1983. Our Legislative Management Solution was the first automated system ever developed specifically for government agenda and workflow management and continues to be the benchmark for all systems to follow. Granicus has steadily continued to increase its product depth since then, and has been the first to market government transparency, meeting efficiency, and citizen participation solutions to government clients. Granicus provides governments with the tools they require to increase citizen engagement, reach broader audiences, and collect timely and actionable feedback from within the community.

Corporate Headquarters: San Francisco, CA

Satellite Offices: Atlanta, GA | Boston, MA | Chicago, IL | Fort Lauderdale, FL | Fort Worth TX,
Milwaukee, WI | Phoenix, AZ | Seattle, WA | Washington, D.C.

Mailing Address: 600 Harrison Street, Suite 120, San Francisco, CA 95170

Website: www.granicus.com

Social Media:  Blog |  Twitter |  Facebook |  LinkedIn

Achievements

Granicus has been recognized the past four years for being one of the fastest growing company private companies in the U.S., San Francisco, and the Silicon Valley by Deloitte LLP, the San Francisco Business Times, and Inc. Magazine. Our solutions have also been nationally recognized for helping government significantly improve transparency and efficiency. See more about our awards and achievements here.



Granicus Qualifications Overview

Innovation Leaders

First to Market:

- ✓ Webcasting solution for government-only
- ✓ Integrated Public Record – fully-searchable video indexed against agenda items
- ✓ eComment – citizen feedback on actionable agenda items
- ✓ Citizen Participation – combined open idea generation, feedback on City Projects, and feedback on actionable agenda items
- ✓ iLegislate – Integrated Citizen Comment and Ideas review for Elected Officials and Staff
- ✓ Automated agenda workflow solution for government
- ✓ Governing in the Cloud™
- ✓ Open architecture – free APIs and SDKs to seamlessly connect to systems in place

Customer Service Standards

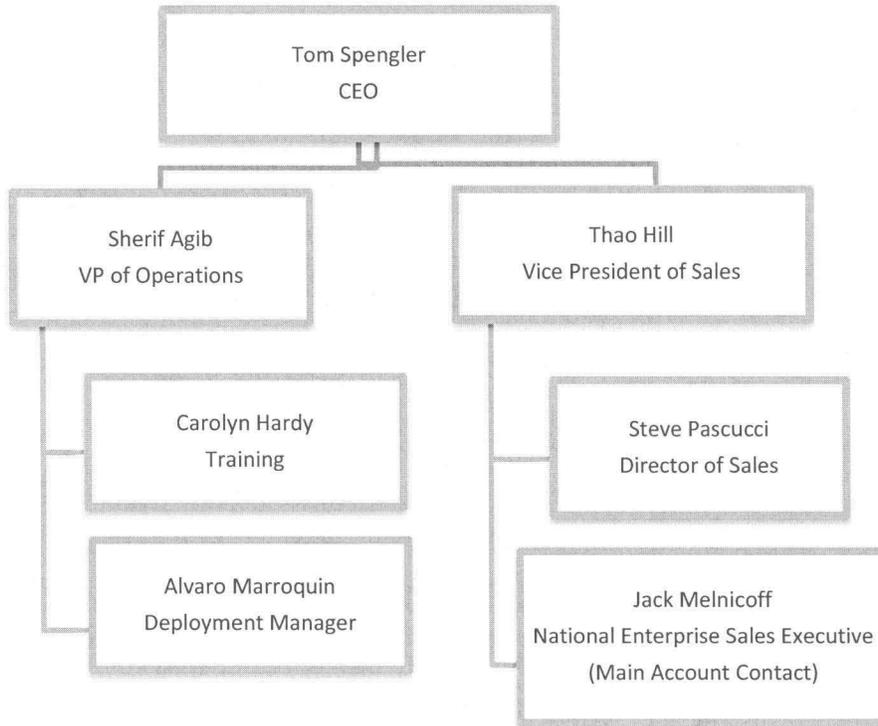
World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:

- ✓ 99.8% client retention rating
- ✓ 98.3% client refer-ability
- ✓ 24/7/365 service and support for all customers
- ✓ Dedicated Account Manager
- ✓ Over 31 million government webcasts viewed
- ✓ More than 265,000 meetings online
- ✓ Services in 9 out of the 10 most populated cities across the nation

Qualifications & Usage Statistics

- ✓ Over 1,000 Government clients at the Local, State, and Federal Levels.
- ✓ Over the past 12 months, our customers have received over 50 million live and archived hits to their videos
- ✓ Granicus has over 5,000 government staff users on our platform
- ✓ Over 10,000 Citizens Registered in Granicus Civic Ideas Sites.
- ✓ The Granicus cloud is redundantly hosting more than 390 terabytes of data
- ✓ Over 3.5 million government meetings, records, votes, and legislative files are accessible online through Granicus
- ✓ Granicus is providing access to more than 1.7 million legislative files online
- ✓ More than 5,000 government video portals are currently being powered by Granicus
- ✓ Our legislative workflow solutions are saving governments between \$20,000-\$300,000 per year (paper, printing, labor costs)
- ✓ Granicus has over 1,000 government clients across the U.S. and Canada—this includes several of the largest cities in North America
- ✓ Members of the Granicus family:
 - 6,000 elected officials
 - 2,600 clerks
 - 2,000 IT managers and decision-makers
 - 1,000 government audio, video, and media experts
 - 1,700 communications professionals
 - 700 government web professionals

Granicus Organization Chart and Project Team



Granicus Management

Tom Spengler, Chief Executive Officer

Tom co-founded Granicus, Inc. as Chairman and CEO in 1999. Under Tom's direction, Granicus has risen to the top of the government cloud computing industry. The company has been consistently ranked among the fastest growing companies in the Silicon Valley and North America. Granicus' award-winning software has also been recognized nationally for helping nearly 1,000 government agencies provide a more streamlined and open government. Tom is a frequent public speaker and a certified expert in legislative technologies with over 11 years of experience advising governments on the best ways to use technology to modernize their workflows.

Emery Jones, Chief Financial Officer

As a co-founder of Granicus, Emery's focus is multi-faceted and far-reaching. In addition to building and expanding financial procedures, Emery's client-centered vision is at the base of Granicus' philosophical foundation. Emery brings a wealth of knowledge to his responsibilities in the financial sector. Before co-founding Granicus, Emery owned a successful financial consulting practice in the San Francisco Bay Area, offering financial advice and strategic planning to start-ups and small businesses. Emery received his B.A. in Accounting and Economics at the University of California at Santa Barbara.

Javier Muniz, Chief Technology Officer

As Granicus' Chief Technology Officer, Javier draws on his broad knowledge of networking and application development technologies to provide direction and insight for Granicus application and infrastructure design. Prior to co-founding Granicus, Javier began his career at Sun Microsystems designing and managing remote access components of the Sun global network infrastructure, and later went on to WebTV Networks, a wholly owned subsidiary of Microsoft, where he designed and developed applications used by the Network Operations Center to manage a network of over 600 nodes that supported over 1 million active WebTV subscribers.

Thao Hill, VP of Sales

Thao started at Granicus in 2005. He has over 11 years of experience in legislative information technology and used this knowledge to achieve success in many different roles at Granicus including sales, partnerships, product development, and customer service. Today, Thao heads-up Granicus' Sales team which delivers technology to meet the unique needs of local, state, and federal government organizations. He is an expert in Granicus technology and helping government agencies advance cost-efficiency, collaboration, and transparency. Previously, Thao worked at Exxon-Chemical as an Advanced Control Systems Engineer and was the Chief Technology Officer for a legislative technology firm in Baton Rouge, Louisiana. During his tenure there, he worked with many state and local legislative clerks to create software and technology to automate legislative processes.

Benjamin Lucchesi, Chief Software Architect

As Chief Software Architect, Ben directs the strategic vision of application development in the Granicus' legislative management platforms. His mission is to continually advance and improve Granicus' software technology, and to make it easier, more cost-effective and more enjoyable for clients to use. Ben has several years of experience in building robust, interactive web and client-server applications. Prior to joining Granicus, Ben was the e-Design Manager at IQ Systems, where he designed and developed custom business solutions for electronic commerce and inventory management applications for major industries. Ben holds a Master's of Science degree in Computer Science from the University of Reno.

Granicus Project Team

Granicus currently has nearly 100 employees, and below are the key personnel that will be dedicated to this project:

Name and Title: Tom Duncan – Enterprise Software Sales Executive
Project Assignment: State and Federal Government Account Manager
Background: Tom manages the sales and operations for state and federal Granicus clients across the Western United States. He has played a pivotal role in customizing successful solutions for governments across the U.S. and he manages many of our largest and most complex accounts. He will serve as the chief communicator of information during the transition between the contract received and the initial project kick off. Ongoing Tom will serve as the Account Manager.

Name and Title: Alvaro Marroquin
Project Assignment: Project Manager
Background: Alvaro will serve as the project manager, and has deployed over 200 Granicus Clients over his seven-year tenure with the company. He will provide a project plan to successfully install our Streaming Video Solution. He will ensure the Granicus Implementation steps are executed within the timeframe set forth by the Court. Alvaro will be the main point of contact during the implementation and deployment of your Granicus solution. Alvaro is based in our corporate headquarters in San Francisco, CA.

Name and Title: Rebecca Cleary – Training Manager
Project Assignment: Lead Platform Trainer

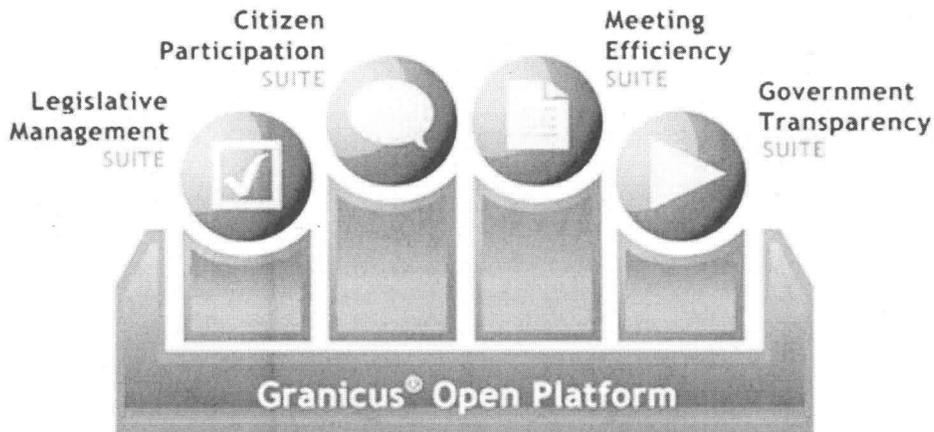
Background:

Rebecca Cleary has performed in her current role as a Senior Product Training Specialist with Granicus for close to four years. Prior to Granicus, she succeeded as a Software Trainer for over a year and half with a prominent Los Angeles Real Estate Listing Service. She also has experience in project and account management, as well as managing a team of Account Executives. She holds a Bachelor of Arts degree in Broadcast Electronic Communication Arts and a Master of Arts degree in Industrial Arts, both from San Francisco State University.

III. SOLUTION OVERVIEW

Granicus is pleased to present the below proposed solution of new technology, state-of-the-art workflow tools, and expert professional services to provide the City of San Antonio with a solution that meets and exceeds all requirements of the City of San Antonio. Our 100% web-hosted software solution was designed specifically for governments like yours to spend less time managing the manual artifacts of the legislative process and more time engaging important stakeholders in more productive ways. We make this possible by providing our clients with all the hardware and software necessary to streamline and automate everything from online video streaming to paperless agenda creation and publication. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible.

By selecting Granicus, your solution will include The Granicus Open Platform, the Government Transparency Suite, the Meeting Efficiency Suite, our turnkey agenda management product, the Legislative Management Suite, and the Citizen Participation Suite for increased citizen collaboration and engagement.. As narrated below, your solution will include our newest technologies such as our native iPad agenda application and the ability to track agenda and document creation from inception to completion. Below you will find a detailed proposal of the solution we have specifically chosen for the City of San Antonio in order to create an ideal solution. The proposal includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation. Below we have included the description of the proposed solutions.



The Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Open Platform includes the ability to upload and publish content including videos and documents.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- On-demand streaming to mobile devices

Granicus Encoding Appliance for Live Webcasting

With the Granicus Encoding Appliance, you will have the ability to stream live video as well as on-demand videos. The Granicus Encoding Appliance is designed and built to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application. The encoder can act as a live and archived distribution unit for internal streaming.

- Provides LIVE and on-demand streaming to mobile devices
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- 500 GB of local storage (approximately 1,000 hours of archive content)
- H.264 video codec encoding
- Windows Media or HTML5 and Flash compatible streaming delivery



Our hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

Government Transparency Suite

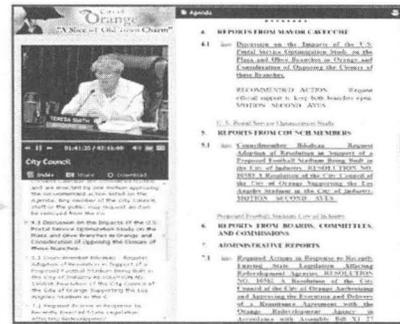
The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes and more through the iLegislate application.

- Stream unlimited meeting bodies and events live
- Intelligent media routing



- Index video in real-time and link to relevant materials
 - Build reports and analytics on visitor trends
 - Paperless agenda for the iPad
 - Offer downloadable media formats
- **Easy to Use Public Website-** Publish live and archived videos to a media portal on your website to make it easy for the public access your content. Enable audiences to share videos over social networking sites or through email to drive greater visibility and viewership. The Granicus media digital player comes standard with the ability to rewind, fast forward, clip segments and share videos to the social grid.
 - **Agenda Index Points** – Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas and view supporting materials — staff reports, memos, and ordinances — all within a single multimedia player.

Supporting documents are displayed alongside the video. Viewers can use jump-to points and links within documents to watch those discussions.



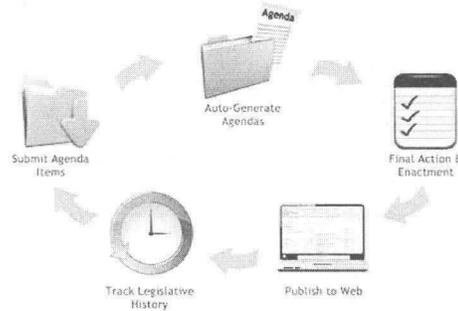
- **Advanced Search “Drill Down”-** Empower residents to find the information they need through a self-service search engine. Search across public meeting archives – meeting or event data including agendas, minutes, notes, motions, votes and captions. With advanced filters for date range, data type and more, the public is able to accurately define their search criteria to find the information they need.
- **The Granicus Open API and SDK** - We can provide a fully-documented and supported Application Programmatic Interface (API) and Software Developer Kit. This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete and ultimately customize how information is presented. We believe that open systems and interoperability are critical components of any modern software solution. Granicus is committed to building open architectures, standards, and lasting partnerships with industry leaders. We want to offer clients the most complete solutions on the market, without forcing them into a single system for all enterprise tasks.
- **Downloadable Media & Alerts**
 - **Downloadable Media** - Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices, dial-up computers, and popular media networks including iTunes.
 - **RSS** - Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available – specific files, agendas or minutes. This feature simplifies the ability for citizens to get real time updates straight to their inbox.
 - **User Search Alerts** - Just as RSS subscriptions allow residents to receive updates on specific information.

The Granicus® Legislative Management Suite

The Granicus Legislative Management Suite turnkey solution for document management of agendas and minutes

The Legislative Management Suite offers a complete document management and automated agenda solution, which increases staff efficiency, organization, and the ease of search capabilities, while also promoting a paperless workflow. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it’s their turn to review. Seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken.

- Agenda packet generation and publication
- Organize, store and retrieve documents
- Comprehensive track and search features
- Agenda item drafting
- Electronic approval process
- Continuous legislative workflow



Key Benefits

Intuitive User Interface: The Legislative Management Suite provides an intuitive and automated methodology for managing legislative information. The home screen displays the appropriate tools based upon that individual’s security permissions, the most recent agendas, minutes, and legislative files that the user has been working on as well as any items pending their approval. This main menu provides immediate access to general reports and statistical data, as well as instant search features.

Easy-to-Use Help Functionality: Granicus provides comprehensive online help features at all screen levels that is logically organized and easy to use. Help information dynamically displays topics related to the current function the user is working on and allows the user to do general searching for help information.

Users can find topics from the tree menu or **keyword search** and find “how to” instructions on all functions. The “Help” key provides categories including topics specific to the form or function they are using, technical support for error message capture, the ability to submit a new feature request (Wish List), and other help functionality. “Help” consists of both tutorial assistance and helpful tips that have primarily been provided by other Granicus users.

Legislative File Assembly

Create a Legislative Item: Legislative files are the building blocks of our entire legislative management system. These items are used to **build all documents assembled and published through the system (agenda items, resolutions, minutes, etc).**



The system generates a unique ID tracking number for each new legislative file. Separate, automatic numbering may also be used for enacted ordinances, resolutions, general file numbering, or the operator may enter a unique identifier.

Legislative files may include:

- File Type and current File Status
- File Number and/or separate Legislative ID
- Introduction, Final Action and Variable Dates
- Associating Costs of Matter
- Controlling Committee
- Legislative Sponsor or Author (one or more)
- Requesting Department/Organization
- Variable User Defined Data and Date Fields
- File Name and Description (variable length)
- Indexed Keywords (one or more)

All data fields are automatically indexed by the system and may be used individually or in combination with other fields for fast information retrieval. With dynamic entries, search is easy. Users can instantly search all text fields for a name, term or other identifier in one step. Granicus creates and maintains a dynamic link between the legislative tracking data described above and the text for each action file. The text of each legislative file may include the title, an analysis or summary, the body of the document, a fiscal note, staff recommendations, suggested motions, and any other supplementary notes and background information.

Draft a Legislative File: The Granicus system includes a complete file text drafting component that allows the City to store and use any number of different templates. The drafting editor includes a complete set of drafting tool including predefined boilerplates available for a specific file type. Additionally, a user can draft a new agenda item based on text from a different file altogether (e.g. a similar past file, an outside Word file, or other imported text). Other standard features include file version control, user definable data fields, spell checking and more.

The system allows multiple staff members to compile information on an issue simultaneously. Meaning, one department or The City of San Antonio staff member may be drafting the text of a request, while another is simultaneously linking supporting materials or attachments.

Additionally, the City can define required fields that must be completed in order to process the request, such as a dollar amount. This control not only facilitates the pre-introduction review steps but helps reduce any redirects associated with missing or incorrectly drafted information.

Drafting Tools: System-Based and MS Word: The City of San Antonio has the option of using a simple text or Microsoft Word editor and may switch between either at any time. In most cases, the City may use its existing Word templates for consistency and easy transitioning. Either text editor option will provide The City of San Antonio staff with approved text or word processing templates. In addition to managing any number of different file types, the City can define different Word templates for each file subtype.

Online Submittal of Agenda Items: Submit agenda items through a simple browser-based form for Council or committee consideration. Departments, Board members and even outside organizations or groups can be given authorization to submit agenda items for Board and Committee consideration from anywhere.

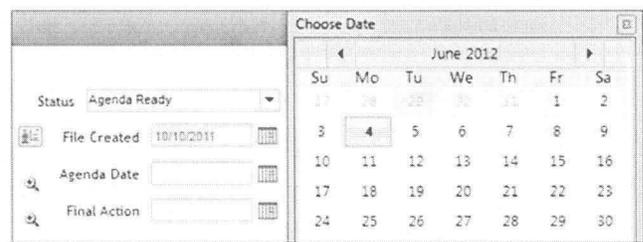
A public logon can also be created to allow citizens to submit their own requests directly to the City. A designated staff member would review these submissions for completeness and to determine which meeting body or department the item should be directed to. The system will then handle the request automatically.

Smart Calendar Management

Overview: The Legislative Management Suite will give The City of San Antonio the ability to schedule, store, and track all dates, times, and locations of its meetings. The City can schedule as far into the future as needed and publish all dates to their public legislative portal. This feature also allows users to manage items and automatically include them on the appropriate agenda without having to predefine agenda dates for all meeting bodies.

Preparing Agenda Items Based on Dates/Schedules:

The system will automatically place an item on the appropriate meeting body's calendar based on the controlling body and the status of the item. This feature gives the Clerk flexibility in managing item placement as well as guaranteeing that items will be acted on and never misplaced. When assigned, file agenda dates are color coded to provide a quick visual reference that indicates past, present or future agenda assignment dates.



The calendar function provides three options for placing an item on an agenda:

- 1) The requestor may open the calendar icon and select a specific date, if known
- 2) The requestor may enter a general date and the system will automatically place the item on the next appropriate meeting agenda on or after that date
- 3) The requestor may leave the agenda date field blank and the system will automatically place the item on the next appropriate meeting agenda once all the approval criteria is met

An item will not be placed on the agenda unless the appropriate approvals have been logged or until other another defined item status is set by an authorized individual.

Calendar Publication: End users will have immediate access to a dynamic calendar of all meetings or other scheduled meetings and events. Staff, Board/Committee members and citizens can view schedules along with agendas and minutes through an Internet browser.

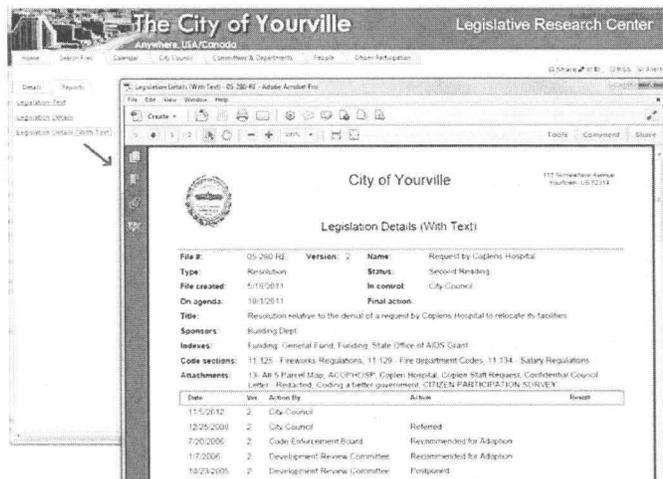
The fully-integrated calendar uses a dynamic link to the meeting records stored in the Granicus system. Simply add a new meeting, and the scheduled event automatically appears in the online meeting calendar for the correct date. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month or an entire year.



Automated Agenda Assembly

Customize Agendas for Each Meeting Body: The City of San Antonio' agenda management solution includes the ability to automatically generate and format **unlimited agendas for any meeting body including the Board, committees, commissions, and departmental agendas.** The entire agenda assembly methodology is identified and defined by your current workflow during implementation.

The system will automatically gather and compile the appropriate data for each meeting body's agenda.



Unlimited Agenda Templates: The City of San Antonio can define different agenda formats (header, agenda sections, etc) for each group creating an agenda. A formal agenda with a cover page, numerous section headings and numbered items can be created for the BOCC, while a simpler format with fewer sections can be created for a committee.

Paperless Agenda Application for the Apple iPad®- Allow staff and elected members to review paperless agendas, supporting documents and take personal notes all through an iPad.

Legislative Task and Activity Tracking

In addition to the agenda item approval tracking, our system tracks the path of each ordinance, resolution, and other legislation with a series of historical records marking the life of the issue through the legislative process. Each historical record can be described by legislative actions - referrals, responses on a referral, reasons that an action was taken, or any discussions or background information that led up to that action.

For each tracked agenda item, the system captures the following data in the historical record:

- Meeting body or department taking the action
- Action taken and date Verbatim action notation and full minutes text
- Version of the text file that was current when the action was taken
- Target of the action (e.g. to whom a referral is being sent)
- Date returned (used for referrals)
- Due date, if any (used for referrals)
- Mover, seconder, and individual votes

Individual routing entries, version changes, referrals to departments, final approvals and other file events are automatically captured by the system and can be queried, displayed and included in appropriate reports.

Online, Legislative Portal and Public Access

Standard Website Integration: Granicus is committed to ensuring your citizen-facing web portal fits into your

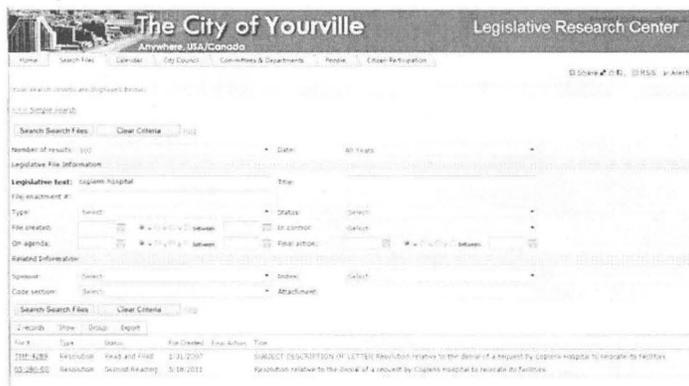


website seamlessly. The Legislative Management Suite offers a standard **research portal for legislative information that matches the look and feel of your branded website and is open to the public.** Publishing your public records to an easy-to-navigate page can significantly reduce public information requests as well as costs associated with copying and printing.

This public facing portal provides a complete browser-based solution for organizing, searching, printing and otherwise accessing public information. No additional work is required by the Clerk's office, IT or other departments to maintain the page, significantly reducing the administrative burden of updating public information and responding to information requests.

The legislative web portal includes the following features:

Legislation Research: Allow staff and public users to access legislative file information and reports through the Internet. All **publicly available legislative files**, supporting documents and attachments, important dates and more can be accessed online at any time.



Meetings and Events Calendar: Provide public access to a dynamic calendar of all Board, committee or other scheduled meetings and events. Staff, Board members and citizens can view schedules, agendas and minutes through an Internet browser. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month or an entire year. Plus, the PDF Server automatically converts Excel, Word, MS Office documents, and other file attachments to PDF documents.

Departments and People: The Departments and People tab allows constituents to search, view or contact Council, committee and other elected and/or appointed members through your website. Staff, Board members and citizens can view City representation information, open positions, terms of office, vacancies, and more.

As you add or change office membership or personal information, updates automatically appear on your public legislative portal under the Departments and People tab.

Vacancy Tracking and Online Applications: Display vacant positions for all meeting bodies. Staff, citizens, or other interested parties can download a City of San Antonio defined application form, apply for a position online, attach a resume or application form with a signature. Legistar includes the ability to track and display vacancies of a department's open public positions. The system can provide open vacancy position reports on demand and allow people to download an application. Users can also subscribe via RSS feeds and monitor when a position opens.

Streaming Video or Audio: Many government agencies now maintain digital video or audio recordings of their public meetings. Take recordings a step further and provide the public with a recording indexed to an agenda or minutes record.



Records Request and Research

Many clients use the legislative portal as a query-only tool to provide quick access to information for staff. It is available 24/7 through your website and is easy to use, even for non-technical users or researchers. In addition to being able to view agendas and minutes, each legislative item is hyperlinked to the most current details of that item including the complete text, history, current status and supporting documents.

Public and Private Access: The City of San Antonio has a great deal of flexibility in configuring the system's appearance. Configurations include the website header, graphics, fonts, skins, and messages that match the look and feel of The City of San Antonio website. The legislative portal is accessible through an Internet browser and is intuitive and flexible. The general public, businesses, media and others can access, search, track and share public data through this page. Authorized City staff members may have extended functionality through a secure personal login. Authorized users have the ability to add attachments to a meeting agenda record including approved minutes of the previous meeting to the current meeting.

Search Legislation and Subscribe to Online Notifications

The public legislative portal includes a number of intuitive search and communications tools that allow users to be notified when information of interest is published. Users can also provide feedback to representatives or share search results over social networking sites. Subscription and share features include:

RSS: Our web portal also includes standard RSS feeds. Staff and citizens can subscribe to content and receive notification when it's updated like legislative history changes to items. This valuable feature further simplifies the ability for staff and citizens to get real-time updates on items of interest.

Social Bookmarking: Social bookmarking is available for Board Members and users, allowing them to store, organize, search, and manage agenda bookmarks. Our customized web portal allows users to save web page links that they want to keep and/or share. These bookmarks can be saved privately, shared only with specified people or groups, shared inside certain networks, or another combination of domains.

Private Comments: The City of San Antonio has the option to turn on the private comments function and allow any viewer to enter opinions or notes on a topic. Private Board member notes can also be entered but are only viewable to that member. All notes can be compiled for a concise report that is only available to that Board member.

Advanced Search: Granicus provides Advanced Search capabilities that were modeled after Google Search. Granicus search allows you to search all legislative data, including meeting videos if available. Filter searches by date, item status, department or meeting body, and more. Results take the user to the specific record or the point in the meeting video when the searched topic was discussed.

The search engine allows users to perform an unlimited number of search parameters at the same time and do complex inquiries in a single pass. These search qualities are available both internally for staff and to the public via your online legislative research portal.

System Reports

Reports are automatically generated based on the data entered into the system. Once data has been added, the system uses its built-in sort and formatting routines, defined by the documents they are intended to produce, to

abstract the correct information and produce all requested documents in specific formats - Agendas, Certifications, Notices, and Minutes.

Some standard report types are listed below. The operator may also specify the printing of any subset(s) of pages of a report, rather than the entire report.

- Hearing Notices
- Matters Introduced
- Meeting Attendance
- Meeting Calendar
- Pending Items List
- Subject Matter Index
- Voting Record
- Mailing Labels
- Agenda Report
- Minutes Report
- Meeting Referral Notice
- Agenda Item Reports
- Matter Summary
- Item Master
- Certified Copy
- Signature Copy

These and other system generated reports may be previewed, directed to a printer, saved to a local directory or, exported in PDF or HTML format for later use or transmission to other departments via electronic mail or media transfer. In addition, a number of table and status reports are included with the system and can be generated on demand by system users.

Automated Minutes Annotation

The minutes feature within the Legislative Management Suite was designed by clerks to significantly reduce the time it takes to create and publish minutes. All actions, votes, and notes can be captured for a seamless, round-trip workflow. Staff can publish draft minutes to the organization's website within minutes of a meeting's adjournment. Plus, the system can reassign agenda items to the appropriate department based on the actions taken during a meeting, saving staff time and reducing errors.

Administrative Controls – featuring remote administration

Our system has very defined administration privileges with hundreds of security settings. Security features can be defined to a single field, user, group as well as permissions that can be applied to all data and activities. Granicus provides full system administration experts who will work with you to provide administration remotely, in addition to training you on your own administration control settings. Our administrative and technical support is available to you 24/7 365 days per year to assist you in configuring your system. Administration is easily managed through intuitive forms and table-controlled settings that do not require technical expertise. The City's users with limited technical skills can be trained on how to create and manage security and other administrative modifications.

Define an unlimited number of security groups, each having its own settings and names. For example, a 'Legal Office' group could have "add" and "edit" access but permission to generate an agenda or take minutes. Secured and non-secured statuses on different file types, agendas and minutes allow you to further define the records that can be viewed. For example, the Finance Department could be restricted to creating/editing agendas and minutes only for the Finance Committee.

You can control access to most functions including viewing, editing, deleting records & agendas and printing reports. Security can be set for all of the following functions:

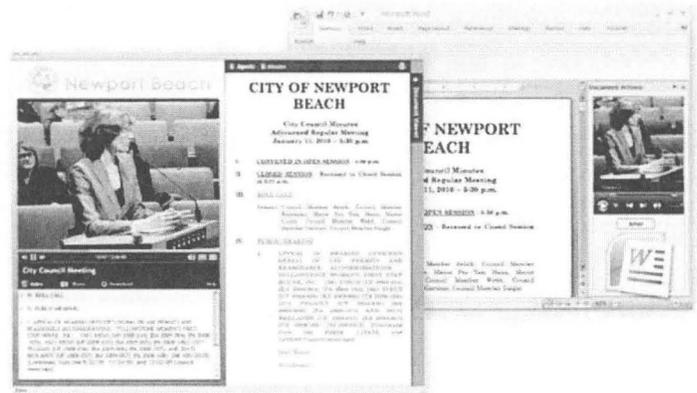
- Viewing, adding, editing and deleting files

- All text functions
- Editing fields within the Legislative File screen
- Adding, viewing or editing agendas and minutes
- Viewing or editing legislative history lines
- Adding, editing or viewing referrals
- Marking referrals as returned
- Individual security for each separate report

Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteCast, allow the public to track legislation, ordinances and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes



Citizen Participation Suite

The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Utilize online discussions, forums, and survey tools to collect feedback on specific topics. Let your community make more informed opinions – add videos, documents and presentations related to your projects. Additionally, citizens will be able to electronically submit comments for agenda items using an online form tied to your upcoming meeting agenda. Run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions.

- Easy-to-use online tools to capture citizen ideas
- Utilize online discussions, idea forums, and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions



Granicus Managed Services

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.

Future and Optional Possibilities

Electronic Voting and Public Displays (suite add-ons)

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more.

- Touch-screen displays
- Digital speaker queue
- Vote and roll call automation
- Review paperless agenda packets



Meeting Services

Granicus Meeting Services provide turnkey solutions for public meeting needs. Our Meeting Services solutions take public meeting efficiency to the next level by eliminating the need for staff to manage any webcasting technology during the live event. The Granicus staff handles all webcast production needs to ensure that your meetings are successfully captured and delivered over the Web.

Webcasting Services

Granicus provides fully-managed live and on-demand streaming of public meetings and events. Meeting videos are fully searchable, indexed to agenda items and cross-linked to supporting materials, providing your audience with a completely integrated public record.

Reach the broadest audience possible over smart phones and mobile devices with cross-platform compatible archived webcasts. Plus, our Design staff will create a portal for webcasts that matches the look and feel of your existing website, offering a better end-user experience.

Closed Captioning Services

Engage new audiences and support ADA (Americans with Disabilities Act) compliance with closed captioning for your meetings. Give your audience greater accessibility and allow them to search archives

for any word spoken during the meeting. Captions can be recorded in real-time or added to archive meetings.

Certified Transcription Services

Produce a complete, word-for-word transcript and give the public a written account of your meeting. Transcripts can be attached to archived videos and published online as supporting documentation. This service is available for archived meetings only.

Minutes Annotation Services

Let Granicus help you complete and produce your meeting minutes. Stay consistent with your previously published minutes documents and choose your preferred format: action, summary, or verbatim. Minutes can be delivered as Word or PDF documents and published to your website. This service includes post-meeting video trimming and time stamping.

Audio and Visual Production Services

Rely on experienced AV technicians to ensure that your meeting is flawlessly captured. We will work with you to determine your live meeting needs and can provide the following services:

Cameras and Microphones

We can provide an audio and video solution to fulfill the customer's needs. We offer a variety of camera and microphone configurations and will work with you to find the setup that best meets your need and budget. All options include onsite technicians who setup, manage and strike equipment.

Additional Equipment

Granicus can also provide and support the following items for any event:

- Lighting
- Projectors and screens
- Phone interfaces
- Teleprompting

Indexing and Publishing

For organizations short on staff or resources, allow Granicus to index and publish media content for you. Events will be setup and recorded in MediaManager. Once a meeting is complete, your archive is trimmed, time stamped to create easy to navigate jump to points, and published online.

Advanced Encoding Services

Encoding services allow our clients with existing media recordings to have files re-encoded into Granicus' preferred formats (WMV, WMA). Recordings will be trimmed and uploaded into your specified folder in MediaManager. Granicus will accept files in various formats including VHS, DVD, CD, Dv Cam, HDV, Beta SP, Beta SX, most digital files, audiocassettes, and more.

Public Display

Help your audience follow fast-paced meetings. Displays live meeting actions including current agenda item, vote results, and speakers over large monitors both inside and outside the meeting chambers. Push this information to the Web or display results on TV through your cable feed.

Performance Accelerator

This network performance tool allows you to distribute hundreds of simultaneous on-site streams with minimal network impact. Get enterprise class on-site storage and distribution of your video content. This system was designed, architected, and tested for high-performance needs to help you avoid single points of failure.

Advanced Website Integration

Website integrations are customized to match the look and feel of your website. Granicus offers multiple options to give you the results you want. From sectioned view pages organized by meeting bodies, to a listing of original programming organized by content, Granicus will design and create pages to help you better manage your online media.

Professional Services	Open Platform	Government Transparency	Citizen Participation	Meeting Efficiency	Legislative Management	
Managed Deployment						
Encoding Appliance	•	•		•		One-time installation of an on-premise unified encoding and storage appliance.
Hosted Web-Based Application	•	•	•	•	•	Activation of a hosted media and content management application.
Agenda Parser		•	•	•		Installation of the agenda parser to read and parse documents automatically.
Meeting Software		•		•		Local installation of software in meeting chambers to boost minutes efficiency.
Public Display				•		Application installation to live broadcast text displays of meeting actions in-person, online, or over TV.
Touch-screens				•		Local installation of touch-screen monitors and applications in meeting chambers.
Workflow Assessment & Configuration						
Workflow Assessment				•	•	Careful workflow review and software configuration.
Workflow Implementation				•	•	Hands-on guidance and support to ensure smooth and successful user adoption.
Onsite Training and Meeting Support				½ Day/ 1 MB*	2 Day/ Sys Admin	On-premise support and mentorship to guide users during a live meeting.
Product Training						
Self-Paced Online	•	•	•	•	•	On-demand online training courses accessible anytime, anywhere.
Instructor-led Online Training Series		6 hrs/ 8 Users		12 hrs/ 1 MB	5 Day Combo w/ Onsite	Live online training led by a training professional in a classroom environment.
Onsite Training and Meeting Support				1.5 Day/ 1 MB*	5 Day Combo w/ Online	Intensive hands-on training at the clients' location to address unique user needs.
Web Integration & Design						
Standard Website Integration	•					Standard media player and media portal embedded into customer's branded website.
Customized Website Integration		•	•	•		Custom design and integration of a media player and media portal to match the look and feel of the customer's branded website.
Legislative Portal Website Integration					•	Standard portal for legislative information that matches the look and feel of customer's branded website.
Document Assessment		•	•	•		Analysis of current document layouts to ensure content importing and management is successful.
Customized Agenda Template		•	•	•		Development of an HTML agenda template to support indexing, search, and electronic comments.
Customized Minutes Template				•		Development of a minute's template in HTML or Microsoft Word to support video links.
Standard Reports					•	Standardized report templates for agendas and minutes.
Public Display Template				•		Configuration including graphics, colors, fonts, and standard text elements.

IV. PROJECT MANAGEMENT & IMPLEMENTATION METHODOLOGY

Unlimited Support

We guarantee 100% network uptime and 99.9% application uptime regardless of tools and methods such as hardware fault tolerance, clustering, mirroring, high availability platforms, and more. In the event of a catastrophic failure of the City's hardware environment, the system includes the Matrix disaster recovery service which will provide emergency remote hosting services so as to be able to continue your service without any interruption. You will have a single point of contact at Granicus who will be your dedicated account manager and will provide you with information on updates, products, and support.

In the event that there are software, hardware, or other technical problems, Granicus provides a **24x7x365 customer care** support hotline, where you will be able to reach a **live person** in technical support at any time. Your Granicus Customer Care team is available 24 hours a day, 365 days a year.

Regular Upgrades

Granicus has built two systems to assist with system upgrades: the Granicus Application Installer and the Granicus Application Deployment System (GADS). Systematic free upgrades are included as part of our hosted service and are rolled out to our clients about every 3-4 months, or as needed. Routine application updates and 'bug' fixes are provided on a regular basis with no impact on the system as often as possible. All updates to your chosen solution are free of charge so you will always have the best Granicus software at all times.

Ongoing Maintenance

We provide maintenance monitoring applications that are used to proactively report any problems that may arise. These are client applications that are installed on every piece of onsite hardware that is part of the Granicus Solution, and the client application runs on each support person's desktop. Additionally, it is integrated with our enterprise CRM to automate the creation and resolution of cases before the client is even aware that a problem exists. The Granicus System Monitoring application also has the ability to notify the support team via email and cell phone when a potential issue is reported. Your fully-hosted software is proactively maintained throughout the duration of our partnership.

Granicus User Acceptance Test Plan

Granicus will demonstrate how and when the installed and configured software will meet all functional specifications provided in this document. All user acceptance test plans will be developed by Granicus and approved by City of San Antonio. The user acceptance test plans will be specific and detailed, clearly showing compliance with each requirement contained within this proposal. Along with the user acceptance test plan, Granicus will be responsible for providing a detailed test plan for each component of the proposed system. This test plan will allow for City of San Antonio to determine compliance with each requirement. The intent of these tests is to ensure technical compliance and identify any issues prior to using the system in a completely live mode.

Project Management Plan for the City of San Antonio

Granicus will take responsibility for providing extensive project management services on all timelines, planning, and deployments of your proposed solutions. The result will be a successful, timely installation of your solution in an agreed upon timeframe.

Implementation Methodology

Primary responsibility of the system installment and configuration will fall under the responsibility of the Granicus staff in coordination with the City's designated System Administrator. In this case, the System Administrator will be highly involved during installation in the project management, configuration, and deployment of your solution. The City of San Antonio' technical staff will also be required to ensure that our solution fits seamlessly into its current environment.

Below is an overview of the anticipated implementation milestones to deploy the Granicus Solution. We will work closely with your staff to implement our solution in the timeliest manner.

- **Project Kick-off:** In the first phase of the project, Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles. At this stage, we will also confirm all network requirements for any future system installations.
- **System Installation:** All hardware is scheduled to be delivered to the installation site. Upon arrival, Granicus will work with the Council to install and configure all equipment related to the webcasting or legislative management solution for the City of San Antonio.
- **Configurations:** During this phase, the technical deployment team will complete the configurations necessary to meet Granicus and Council specifications. Upon completion of the configuration period, training materials will be created leveraging these configurations.
- **Acceptance and Training:** A Functional Acceptance Document will be submitted for approval. The assigned product trainers will work with the The City of San Antonio staff on full product training.
- **Final System Implementation and Post-Implementation Feedback:** In this final stage of the implementation, the City will begin using the Solution in production mode.

Scope of Work for the City of San Antonio Extended Information: Timelines and Roles/Responsibilities

Granicus will add on to the current basic webcasting solution to provide the following: Automated Agenda workflow/approval and publishing solution, paperless iPad Agenda Annotation Solution for Council Members, Integration with Creston Voting solution and Granicus API to transfer meta data between platforms, upgraded webcasting solution, including mobile device streaming and indexing, and a Citizen Engagement Tool to provide a forum for on line comments and discussions.

Projects Phases/Timeline/Duties

Deployment Timeline

Project will be split into two deployments:

1. Phase I: Legislative Management Suite and API/Creston Integration

- a. Milestone Calls: Technical Call and Kick Off Call the first two weeks of June
 - b. Legislative Management: Needs Analysis calls will occur in June
 - c. Legislative Management: On Site Training will occur in July
 - d. Software Validation and Testing: During NAC calls and prior to on site training
 - e. Creston Integration: Granicus API Team will Work with Creston Developers separately from Legislative Management implementation during the June-August timeframe to work on passing agenda information into Creston and pulling meta data into Granicus
 - f. Go Live: August 1-15 2013 is the preferred date by City of San Antonio, but with milestone dates that have passed the more realistic go live for the Legislative Management is September-October timeframe. With that said Granicus will do everything it can to make an August goal.
2. Phase II: Webcasting, Citizen Participation Solution
- a. Milestone Calls: Technical Call and Kick Off Call in September or when project Phase I concludes
 - b. Software Validation: Software installed in September for both encoders, live manager machines and Performance Accelerator
 - c. Testing: Internal Testing Sept/Oct. Timeframe will be pushed back depending on Phase I completion
 - d. Go Live: Oct/Nov 2013. Timeframe will be pushed back depending on Phase I completion
 - e. Citizen Participation can be implemented and Go Live within two weeks of Kick Off call in late August.

Responsibilities of City of San Antonio Staff

- Phase I
 - Legislative Management: Project Lead and Key Staff Members to participate in all NAC calls
 - Legislative Management: Staff will work with Granicus for on Site Training, both staff and elected officials for use of iLegislate
 - Creston Integration: API team will help guide Creston Developers with use of API, limited to 20 hours of work. Creston Developers will be provided information to work with API and do majority of work needed.
 - Minutes Assessment: Granicus and San Antonio Staff to review current minutes document and assess how template will be published.
 -
- Phase II
 - Network Staff to provide updated IP Addresses for encoders if needed
 - City of San Antonio Staff to provide Performance Accelerator Hardware, and notify Granicus when ready for Granicus Staff to remotely configure system.

Installation Milestones Leading Up to “Go Live”

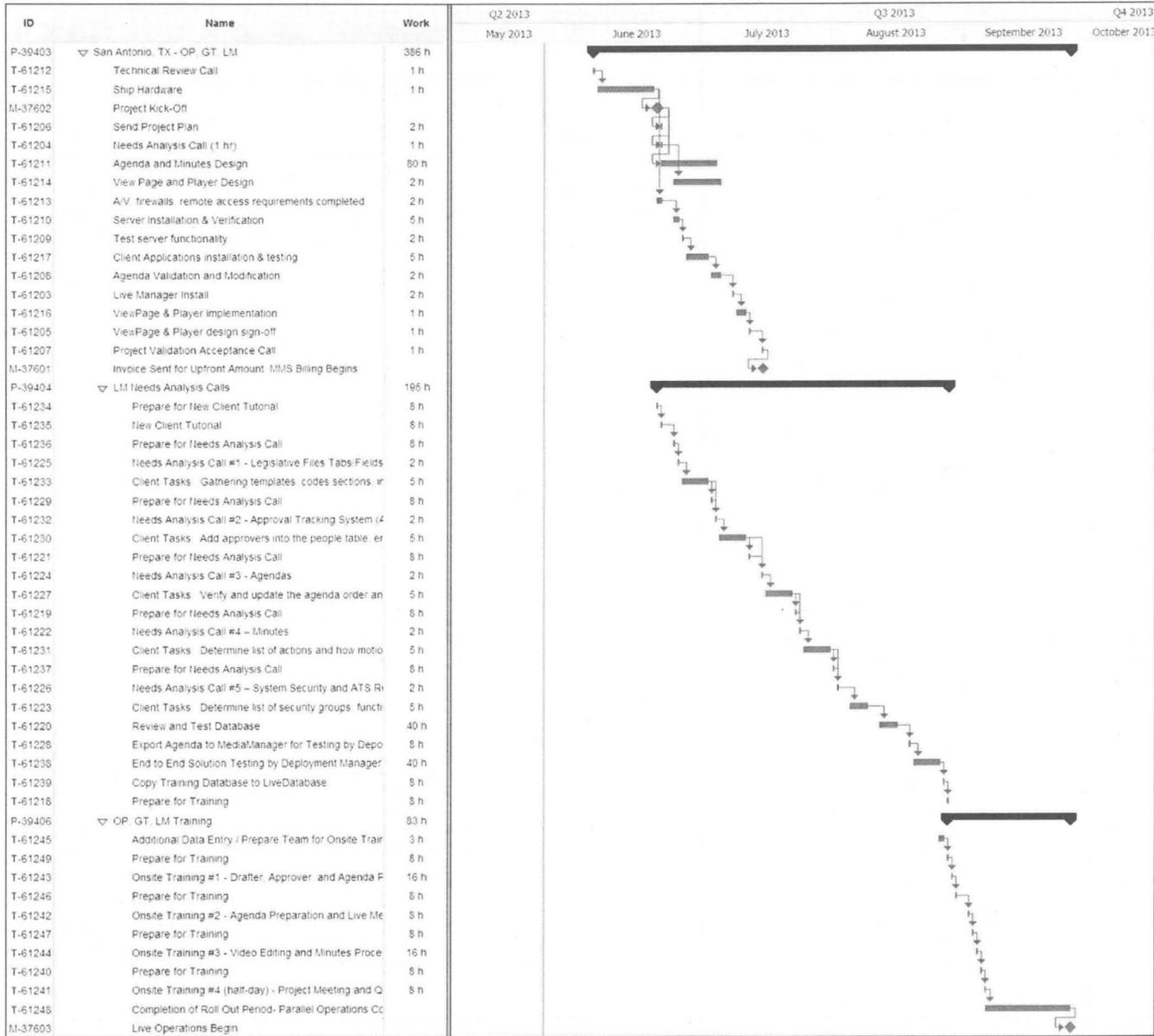
Below are the installation milestones of your solution with specific deliverables and the estimated number of calendar days that each deliverable will take.

Item	Date
Agenda and Minutes Discussions on site and over the web	2010 - Present
On Site Final Presentation of Workflow and proposed solution	3-26-13
Final approval	June 6, 2013
Technical Gathering Forms and Prerequisite Documents worked on by San Antonio staff	June
Contract Executed	June 6
Technical Review Call For Phase I Agenda Management	Week of June 3
Project Kick Off Call For Phase I Agenda Management	Week of June 10
Needs Analysis Calls to build SA Database	June-July-Aug
Software Installed and Configured	June-July-Aug
Solution Deployment Validated	June-July-Aug
On Site Training Completed (This will be very aggressive)	Aug/Sept
Internal Go-Live	Aug
System Accepted	Aug/Sept
Go Live to the Public	Sept-Oct
Phase II Minutes	Aug/Sept/Oct
Phase III Webcast and Citizen Engagement Upgrade	Sept/Oct or after Phase I
Business Issue Resolved / Major Initiative Completed	Q4 2013/Q1 2014

Granicus Project Management Methodology

At Granicus, our approach to project management mirrors our products – we believe in complete transparency in our process. Our Project Managers work with our clients to set viable dates for project milestones and then send out a dynamic web-based Gantt chart that details the steps, responsibilities, and due dates. Granicus takes steps to provide the highest quality control of our products and services. This is followed up by regular form-based email check-ins on tasks assigned to the client as well as updates on tasks completed by our Project Managers, as shown below. You will have full access to an online portal that provides you with updates on the configuration and deployment process of your Granicus solution. This will provide you with full assurance that the implementation process is on track for a successful and timely completion of your proposed Granicus solution

Granicus Gantt Chart for San Antonio Project Implementation





Legislative Management Training Overview

On-site Implementation Training

Legislative Management Suite's implementation is roughly 14-16 weeks long, a typical timeframe that can be completed quicker or take longer pending on project. And includes professional service hours for building your database alongside your Project Team through five 2-hour Needs Analysis Calls, four 3-hour training sessions for online administration training, and five days of onsite user training. Your Project Team will be required to complete tasks to build your database after each Needs Analysis Call; incomplete tasks will affect the timeline. If additional training or project management is necessary for deploying your Legislative Management Suite, the cost of these services will be determined pending evaluation of your new system.

For the optimal training experience for Legislative Management Suite, onsite training must take place in a computer lab, where each trainee has his or her own computer with Internet access. There will need to be Microsoft word and a full version of Adobe on each computer for full functionality. There can be a maximum of 12 trainees in each onsite training session. The standard training plan allows for up to 36 drafters, 36 approvers, 12 agenda creators, and 12 minutes takers – if there is adequate room in a computer lab for this head count. The client can use a train-the-trainer approach for training additional staff or can purchase additional onsite training days.

Training Timeline: Total Training Time is 14 weeks

Database setup, validation and training is typically completed in 12 weeks, but could be quicker or take longer depending on the project. After the Kick Off Call occurs, with an additionally scheduled 2 week parallel operations in place before a go-live date.

Phase 1: Needs Analysis Calls: 5x, 2-hour calls

Used to gather information for database setup. Additional time is spent on database entry after each call. This time is billed as Project Management time in Salesforce.

Phase 2: Administration Training (Online): 4x, 3-hour calls

A deep dive for System Administrators into the People, Bodies, Legislative Files, workflow definitions, valid action types, vote, attendance, and Approval Tracking.

Phase 3: User Training (Onsite): 1x, 4.5 days

A hands-on user training focusing on drafters, approvers, agenda preparation, exporting to MediaManager, publishing to onsite, recording in LiveManager, minutes processing in and publishing the video. Our trainers will bank 4 hours of training time to conduct follow-up training for your team online after parallel operations have begun.

Legislative Management Implementation

This Legislative Management implementation document outlines the key project team members and tasks and timelines for implementations. The goal is for the client to build a successful project team and for all involved to understand the timeline so realistic expectations are set from the start. Prior to any training, Granicus will work with your staff to create and deliver user profiles, user groups, and training documentation to ensure that the training instruction is as effective as possible for each role.

Key Project Team Members

It is important for clients to create a solid project team for a successful Legislative Management implementation.

Project Manager/System Administrator: The Project Manager/System Administrator should be a person who is closely involved with the legislative process of your jurisdiction - from the approval process of legislation to the creation of minutes. This person often also serves as the System Administrator of Legislative Management and should consider themselves computer savvy. The Project Manager/System Administrator is responsible for maintaining the administration tables in Legislative Management.

IT Lead: The IT Lead works closely with the Project Manager to ensure that Legislative Management is deployed properly and helps solve IT issues that might arise.

Clerk: It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of your Council - from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the video during the meeting if video/audio recording is involved.

Committee Representative: The Committee Representative will be the expert on the committee process of agenda and minutes creation.

Backup System Administrator: This Backup System Administrator will serve as the backup to the Project Manager/System Administrator and preferably has a solid understanding of the legislative process of your jurisdiction - from the approval process of legislation to the creation of minutes as well as a good level of technological skills.

Video Indexer: This Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be the Clerk's staff or a member of the A/V team depending on your unique workflow.



Winvale

www.Winvale.com

QUOTE



Date	Quote #
04/22/13	WINQ2621

Terms	Rep	P.O. Number
Net 30 Days	Melissa	

Melissa Hotchkiss

202-534-1737

mhotchkiss@winvale.com

The Winvale Group (Small Business Concern) -
GSA Schedule # GS-35F-0074S - CAGE CODE: 35RS6 - DUNS: 141213871

Sold To: City of San Antonio
Norbert Dziuk

Phone:
Fax:

Ship To: City of San Antonio
Norbert Dziuk

Phone:
Fax:

SIN	MFG	Part Number	Description	Qty	Unit Price	Ext. Price
132-34	Granicus	SVC1071	Performance Accelerator (Remote Setup)	1	\$985.00	\$985.00
132-34	Granicus	SVC4005	Legislative Management Project Management and Deployment Services (1 day)	6	\$1,652.90	\$9,917.40
132-34	Granicus	SVC1040	Legislative Management Consultation Services (1 day)	3	\$1,847.36	\$5,542.08
132-34	Granicus	SVC4003	Legislative Management Suite 1 Additional Meeting Body (Remote Setup)	1	\$0.00	\$0.00
132-50	Granicus	SVC1250	Training Services - Onsite (1 day)	5	\$1,652.90	\$8,264.50
132-50	Granicus	SVC1200	Training Services - Remote Web Series (1 day)	2	\$1,652.90	\$3,305.80
132-50	Granicus	SVC1210	Online Training (per Hour)	20	\$291.69	\$5,833.80
SubTotal- UPFRONT COSTS						\$33,848.58
132-52	Granicus	SAS1000	Open Platform (Monthly Managed Service)	29	\$521.66	\$15,128.14
132-52	Granicus	SAS1001	Government Transparency Suite (Monthly Managed Service)	29	\$351.52	\$10,194.08
132-52	Granicus	SAS1003	Legislative Management Suite (Monthly Managed Service)	29	\$1,866.50	\$54,128.50
132-52	Granicus	SAS1171	Online CitizenSourcing Tools for Government Projects	29	\$1,435.77	\$41,637.33
132-52	Granicus	SAS1010	Performance Accelerator - Standard (Monthly Managed Service)	29	\$364.59	\$10,573.11
SubTotal- MONTHLY FEES						\$131,661.16
					SubTotal	\$165,509.74
					Sales Tax	\$0.00
					Shipping	\$0.00
					Total	\$165,509.74

VI. ADDITIONAL INFORMATION

Granicus 24x7x365 Support & Maintenance

Customer Satisfaction is the backbone of our Company and Client success is how we rate our own success. In the past eleven years we've had a 98% customer retention rate, a rate that is unheard of in the Software-as-a-Service industry. Granicus goes above and beyond traditional support models by leveraging systems management technology to constantly monitor every component of your solution. Our professional support team is available 24/7. The majority of our staff is located in our San Francisco headquarters, however we also have satellite support units in Chicago IL and Washington, D.C.

24/7 Technical Support

Support Team Headquarters

**600 Harrison Street, Suite 120
San Francisco, CA 94107**

Our Support Team consists of staff that spans all time zones in addition to our primary San Francisco location. We are available to you 24/7/365 days a year. We have members readily available across all time zones and cities including Atlanta GA, Chicago IL, and San Francisco CA.

Reach a Technical Support Engineer (Available 24/7)

Phone: 415-357-3618, (Press 1)

Email: customercare@granicus.com

(For urgent matters, please call our technical support team to speak directly with a technical engineer familiar with your account)

Customer Service Portal

Granicus has one of the most comprehensive online support portals, www.granicus.com/csp. The Customer Service Portal includes the following features:

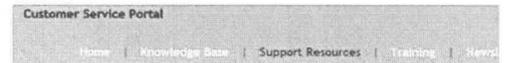
- **Knowledge Base** – search articles about Granicus products and services.
Direct link: <http://granicus.force.com/help/helpHome>
- **Online Training** – Regular live and on demand resources to learn more about your Granicus solutions
Direct link: <http://www.granicus.com/Services/Training.aspx>
- **Support Resource Center** – Find product-specific downloads, manuals, reference guides, and release notes to make your work easier. *Direct Link:* <http://www.granicus.com/Services/Support-Resources.aspx>
- **Granicus Blog** – Provides a community for our clients to share ideas and get the latest tools, tips, and strategies to achieve success with Granicus.
Direct link: <http://blog.granicus.com/>

On-Going Training

Granicus provides ongoing support as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you all become expert Granicus users.

User Guides and Documentation

Our Support Resources page will give you access to your solution's User Guides and other tools to help get you started. Granicus shall provide a digital version of all documentation and training materials for all participants in the training sessions.



Support Resources

Downloads

Download	Version	Download
Granicus Application Installer		MSI 484 KB
Granicus CD Creator	4.0.2.2	MSI 632 KB
Granicus DVD Creator		MSI 17.7 MB
Granicus Frontpanel Controller (beta)		MSI 126 KB
Granicus Users Uploader		MSI 1.94 MB

Data Center Security

Having a robust and secure Data Center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our Data Centers are guided by a “defense-in-depth” security strategy to ensure reliable access of government data. With a 99.98% uptime, we are confident that customer data is always available.

Data Center Requirements

- Secure - SSAE-16 Accreditation
- Reliable Network
- Data Availability - 99.98% Uptime
- Redundant Backups
- Detailed Disaster Recovery Plans

Granicus Server Locations

United States

- Primary Data Center in Ashburn, VA
- Backup Data Center in San Francisco, CA

Canada

- Primary Data Center in Toronto, Ontario

Architecture & Data Center Redundancy

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and no impact to the availability of Granicus applications.

- Web and application servers are deployed behind network load balancing systems to ensure maximum performance
- Servers are deployed in pairs. Each file and database is replicated on two distinct systems for maximum availability

All Granicus applications and associated client data are replicated from our Primary Data Center in Ashburn to our Secondary Data Center in San Francisco. Redundant data centers help protect customer information and provide services, even in the event of a major system outage or natural catastrophe.

Robust Security Layers

Granicus implements a series of layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security
- Edge-to-edge security, visibility and carrier-class threat management and remediation. We utilize industry leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- Intrusion Detection System (IDS) utilizing signature, protocol and anomaly based inspection methods
- 24x7x365 firewall, VPN, and IDS support and maintenance
- Security policies and procedures that are constantly maintained, tested and updated
- A Security Incident Response team/ SSAE-16 accreditation ensures all customer data is secure from any tampering.

General System Specifications, Compatibility, and Integration

Granicus Remote Management

Granicus maintains and monitors all aspects of the appliance. All software patches, Windows updates, and Granicus software updates are performed by Granicus. Remote support, management, patching, reporting and logging are performed using LogMeIn. If other connection methods such as a VPN connection are required due to security policies please discuss these with your Granicus representative. Installation of 3rd party software that is not specifically approved by Granicus may detrimentally impact the server's performance. In extreme cases, the server may need to be reimaged to restore normal operations; in this case, a reimaging fee may be charged.

Video Streaming Technical Requirements

Video streaming typically requires the use of media plug-ins. While the necessary plug-ins will often come pre-installed, you may need to install or enable plug-ins to watch streaming video. We recommend installing the Adobe Flash Player and Microsoft Silverlight plug-ins if they are available for your system. While we recommend certain platforms and web browsers, many other operating systems and web browsers can successfully stream videos. For example, Mozilla Firefox and Google Chrome are both known to work on many platforms. Please note that not all features are available to all web browsers on all platforms.

Recommended Platforms:

Microsoft Windows version XP SP2 or newer.

Recommended browser: Microsoft Internet Explorer, version 7 or newer.

Mac OS X version 10.5 or newer

Recommended browser: Apple Safari, version 5 or newer.

iOS version 4.2.1 or newer (only available for on-demand content)

Android version 2.2.1 or newer (only available for on-demand content)

Please note, performance on Android devices may vary depending on the version, phone manufacturer, and carrier.

Software Technical Requirements

Our webcasting platform is managed through our hosted software program known as MediaManager. The administration feature in MediaManager is a central hub for preparing and publishing content in your Granicus solution. In addition to publishing content, you can manage user access and view usage reports. MediaManager administration requires use of a system that meets the following specifications:

Computer	Windows Based PC
Browser	Internet Explorer 7 or newer
Internet Access	Access to client MediaManager site (clientname.granicus.com)

MediaManager allows system administrators to have granular control over the actions that users are allowed to perform. In addition to meeting the system requirements that are listed above, each user must have been granted access rights to the tools that they wish to use.

Hardware Technical Requirements

The Granicus Encoding Appliance (necessary and provided with the solution to enable unlimited video streaming) is designed and built to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

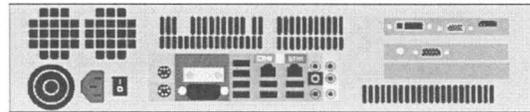
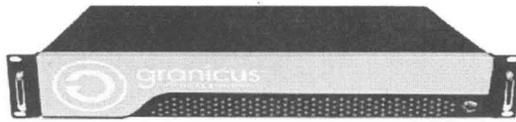
Physical Specifications

The Granicus Encoding Appliance will mount in virtually all 4 or 2-post racks. It front mounts much like a switch or router. It requires 2U (3.5") of rack space is 14" deep and weighs 25lbs. Optional rail and tower conversion kits are available. Sound output is less than 40db. Ideally installation will be in a secure, climate controlled environment.

Dimensions	13.9"D x 19"W x 3.5"H 2U High
Mounting	Front Mount Rail Kit (optional) Tower Conversion Kit (optional)
Weight	25Lbs
Sound Output	Less than 40db

Front View

Rear View



Power Requirements

Power requires a single 120volt NEMA 5-15 plug. Power under load is 167 Watts and 1.39 Amps.

Power Requirements	120volt NEMA 5-15 plug Power under load is 167 Watts and 1.39 Amps			
		Idle	Load	Startup
	Watts	53	167.1	102
	Amps	0.441	1.393	0.85
	kVA	0.529	0.167	0.102
	BTU/hr	181	570	348

Ideally installation will be to an uninterruptable power supply (UPS) supplied by the customer. A UPS such as the APC Smart-UPS SC 450VA will provide approximately 40 minutes of run time. Appliance functionality requires the device be powered on at all times.

Streaming Formats

Live streaming is currently in the HTML5 or MP4 format. On-demand streaming is in both H.264 and HTML5 formats. Platforms supported include PC, Mac, IOS (iPhone, iPad) and most Android devices.

Live Encoding Formats	H.264 HTML5
On-Demand Encoding Formats	H.264 Adobe® Flash® H.264 HTML5
Bandwidth	600Kbps Live and On-Demand Streams

GRANICUS, INC.

By: _____

Tom Duncan

Its: Chief Executive Officer

Address:

600 Harrison St, Suite 120
San Francisco, CA 94107

The Winvale Group, LLC

By: Kevin Lancaster

Name: Kevin Lancaster

Its: Managing Partner

Address: 1012 14th Street NW, Fifth Floor
Washington, DC 20005

City of San Antonio

By: _____

Name: _____

Its: _____

Address:

Date: _____

ADDENDUM I

SUPPLEMENTAL TERMS AND CONDITIONS

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ninety (90) days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Insurance

Prior to the commencement of any work under this Agreement, VENDOR shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Downtown Operations Department, which shall be clearly labeled "GOVERNMENT AGENDA AUTOMATION, TRANSPARENCY, EFFICIENCY AND COLLABORATION SOLUTIONS" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's signature, and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Risk

Manager. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

VENDOR shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at VENDOR's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers's Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to premises rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence.
5. Professional Liability/Technology E&O (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service. Two years of coverage may be maintained through annual policy renewals.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

VENDOR agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within ten (10) calendar days of a suspension, cancellation or non-renewal of coverage, VENDOR shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend VENDOR's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon VENDOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order VENDOR to stop work hereunder, and/or withhold any payment(s) which become due to VENDOR hereunder until VENDOR demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which VENDOR may be held responsible for payments of damages to persons or property resulting from VENDOR's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that VENDOR's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

VENDOR and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Undisclosed Features

Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Venue

Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

THE WINVALE GROUP, LLC

Hugh Miller
Chief Technology Officer

K. Lancaster

Date: _____

Printed Name: Kevin Lancaster
Title: Managing Partner
Date: 5/29/2013

Approved as to Form:

City Attorney

GRANICUS
Printed Name: _____
Title: _____
Date: _____



GSA Federal Acquisition Service

Home eBuy - quotes GSA Advantage - online shopping Help

Search: all the way

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0074S	Socio-Economic :	Small business
Contractor:	WINVALE GROUP, LLC (THE)	EPLS :	Contractor not found on the Excluded Parties List System
Address:	1012 14TH ST NW STE 500 WASHINGTON, DC 20005-3403	Govt. Point of Contact:	Paul J. Flake
Phone:	2022965505	Phone:	816-823-2809
E-Mail:	syoung@winvale.com	E-Mail:	paul.flake@gsa.gov
Web Address:	http://www.winvale.com	Contract Clauses/Exceptions:	View the specifics for this contract
DUNS:	141213871		
NAICS:	811212		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0074S		Nov 17, 2015	132 12 132 32 132 33 132 34 132 4 132 50 132 51 132 52 132 53 132 8	

Additional Contracts held by this contractor. To view more details of a contract, click the Contract Number below.

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
66	SCIENTIFIC EQUIPMENT AND SERVICES	GS-07F-0518X		May 12, 2016	66 137	
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	GS-07F-0106V		Dec 31, 2014	246 35 1 426 4E 426 4F 426 4R	
BPA	MAS Blanket Purchase Agreements (BPAs)	GSQ0009AE0014		May 26, 2014	SMTBUY IA1	



Winvale



U.S. General Services Administration

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

Special Item No. 132-4 Daily / Short Term Rental
Special Item No. 132-8 Purchase of New Equipment
Special Item No. 132-12 Equipment Maintenance
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services
Special Item No. 132-52 Electronic Commerce and Subscription Services
Special Item No. 132-53 Wireless Services

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

SPECIAL ITEM NUMBER 132-4 DAILY / SHORT TERM RENTAL

FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment) - Repair Service

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Communications Software

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Communications Software

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

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

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D308 Programming Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

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

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D304 E-Mail Services
FPDS Code D304 Internet Access Services
FPDS Code D304 Navigation Services
FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

SPECIAL ITEM NUMBER 132-53 WIRELESS SERVICES (FPDS CODE D304)

The Winvale Group
1012 14th Street NW, Fifth Floor
Washington, DC 20005
Phone: (202) 296-5505
Fax: (202) 296-5506
www.winvale.com

Contract Number: **GS-35F-0074S**

DUNS: **14-121-3871**

Period Covered by Contract: **November 18, 2005 through November 17, 2015**

General Services Administration, Federal Supply Service

Pricelist current through Modification # PS-0384, dated April 25, 2013

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

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Information for Ordering Activities Applicable to all Special Item Numbers

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

The Winvale Group
1012 14th Street NW, Fifth Floor
Washington, DC 20005

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
202-296-5505

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

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 14-121-3871
Block 30: Type of Contractor: **B. Other Small Business**
Block 31: Woman-Owned Small Business - **NO**
Block 37: Contractor's Taxpayer Identification Number (TIN): 20-0019673

4a. CAGE Code: **35RS6**

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

Special Item Number	Delivery Time (Days ARO)
132-4	30
132-8	30
132-12	30
132-32	15
132-33	15
132-34	15
132-50	*
132-51	*
132-52	*
132-53	*

***Delivery to be negotiated between Contractor and Ordering Activity**

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

*** Expedited delivery to be negotiated between Contractor and Ordering Activity**

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: 0% - 30-days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity: **NONE**
 - c. Dollar Volume: **NONE**
 - d. Other Special Discounts (i.e. Government Education Discounts, etc.): **Government Educational Institutions are offered the same discounts as all other Government customers.**

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

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

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Export Packing is not available on this contract.

10. **Small Requirements:** The minimum dollar of orders to be issued is \$100.00.

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

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

- Special Item Number 132-4 – Daily / Short Term Rental
- Special Item Number 132-8 - Purchase of Equipment
- Special Item Number 132-12 - Equipment Maintenance
- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 - Maintenance of Software as a Service
- Special Item Number 132-51 - Information Technology Professional Services
- Special Item Number 132-52 - Electronic Commerce (EC) Services
- Special Item Number 132-53 – Wireless Services

b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:

- Special Item Number 132-50 - Training Courses

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

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

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road,

Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a

product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

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

NONE

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable

construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No X **NOTE: Varies by Manufacturer**

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

Terms and Conditions Applicable to Daily/Short Term Rental of General Purpose Commercial Information Technology Equipment (Special Item Number 132-4)

1. STATEMENT

a. It is understood by all parties to this contract that this is a daily or short term rental arrangement. In the sense that someone would **rent** a car for a day or a week and **lease** it for one or more years, the intent of this Schedule pricelist is to provide for the rental of Information Technology products for brief periods of time for purposes such as disaster recovery, trade shows, short term training support or other short term requirements. If the ordering activity's requirement is likely to exceed six months, then other means of acquisition such as lease or purchase should be considered.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, in determining whether equipment should be acquired by purchase, lease or rental.

2. RENTAL ARRANGEMENTS

a. In recognition of the types of products on this Schedule and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the ordering activity is not in default. The equipment shall remain in the possession of the ordering activity until the expiration of the rental agreement. Any assignment, sale, bankruptcy, or other transfer of the rented equipment 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.

b. GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as part of this pricelist.

3. ORDERING PROCEDURE

a. When a ordering activity wishes to place a rental order through this Schedule, the following information will be provided to the vendor:

1. The required products,
2. The required delivery date,
3. The term of the rental order, and
4. The location and intended use of the equipment.

b. The vendor will respond with whether the equipment can be provided on the required delivery date.

4. MAINTENANCE AND INSTALLATION

Maintenance is included in the charge for rental. The ordering activity may obtain installation from the Contractor or from other sources, including ordering activity performed installation and/or maintenance.

5. RENTAL PAYMENTS

a. Rental payments are as stated in this pricelist.

b. If the sum of the payments exceeds **N/A**% of the stated initial value of the rented property, then ownership of the rented property transfers to the renting ordering activity.

6. ORDER END OPTION

At the end of the order rental term, the ordering activity will return the equipment to the Contractor pursuant to paragraph 12 unless by written notice, at least three (3) days prior to expiration of the rental term, the ordering activity elects to extend the rental order.

7. UPGRADES AND ADDITIONS

a. The ordering activity may affix or install any accessory, addition, upgrade, equipment or device on the equipment ("additions") provided that such additions:

- (1) can be removed without causing material damage to the equipment;
- (2) do not reduce the value of the equipment; and
- (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the rental term, the ordering activity shall remove any additions which:

- (1) were not rented from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.

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

8. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment 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 equipment during relocation unless the Contractor shall undertake such relocation.

9. TITLE

The rented property shall always remain the property of the Contractor. The ordering activity shall have no right or interest in the equipment except as provided in this rental Schedule and the rental order and shall hold the property subject and subordinate to the rights of the Contractor.

10. TAXES

The Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Equipment rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l) Termination for the ordering activity's convenience.

12. RETURN OF EQUIPMENT

a. Within three (3) days after the date of expiration or termination of rental order, the ordering activity shall, at its own risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications and shall return the equipment to the Contractor at the Contractor's facility nearest to the ordering activity location, in the same condition as when delivered, ordinary wear and tear excepted.

b. Upon request by the ordering activity and at the ordering activity's expense, the Contractor shall assist in the deinstallation and packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.

c. The vendor shall conduct a timely inspection of the returned products and within 30 days of the return, assert any claim if the equipment condition exceeds normal wear and tear.

Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8)

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, The Winvale Group through manufacturers' technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment, provided the ordering activity has purchased the appropriate Training and/or Services at the prices designated in the GSA Pricelist. The charges for such services are listed in the price schedule
- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

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

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

Terms and Conditions Applicable to Repair Service for Government-Owned General Purpose Commercial Information Technology Equipment (After Expiration of Guarantee/Warranty Provisions and/or when Required Service is not covered by Guarantee/Warranty Provisions) and for Leased Equipment (Special Item Number 132-12)

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a **100 (one Hundred)** mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Manufacturer's plant(s).

2. MAINTENANCE ORDER

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

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

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

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

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

8. MAINTENANCE RATE PROVISIONS

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

b. REGULAR HOURS

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

9. REPAIR SERVICE RATE PROVISIONS

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

AT THE CONTRACTOR'S SHOP

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

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

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS – NOT APPLICABLE

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

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

a. **REPAIR SERVICE** - All repair work will be guaranteed/warranted for a period as stated in the contract's pricelist.

b. **REPAIR PARTS/SPARE PARTS** - All parts, furnished either as spares or repairs parts will be guaranteed / warranted for a period as stated in the contract's pricelist.

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

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

b. Repair Service and Repair Parts/Spare Parts

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

Terms and Conditions Applicable to Term Software Licenses (Special Item Number 132-32), Perpetual Software Licenses (Special Item Number 132-33), and Maintenance as a Service (Special Item Number 132-34) of General Purpose Commercial Information Technology Equipment

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. Please see pricelist or contact The Winvale Group at 202.296.5505 for additional details.

5. SOFTWARE MAINTENANCE

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

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

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

rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

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

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

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

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

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

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

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

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

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE – NOT APPLICABLE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION – NOT APPLICABLE

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING – NOT APPLICABLE

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

Terms and Conditions Applicable to Purchase of Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

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

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

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

The Winvale Group does not offer "no charge" training, unless specified in the contract's pricelist.

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

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

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

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

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

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

Awarded Labor Category Descriptions

Subject Matter Expert I

Minimum/General Experience: Four (4) years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Serves as an expert possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides evaluation and analytic skills for client-specific or mission-critical proficiencies of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. . Displays broad knowledge of subject matter and provides direction throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

Minimum Education: A Bachelors Degree in a business or technical field such as Information Technology, Engineering, or Computer Science.

Subject Matter Expert II

Minimum/General Experience: Eight (8) years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Serves as an expert possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides evaluation and analytic skills for client-specific or mission-critical proficiencies of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. . Displays broad knowledge of subject matter and provides direction throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions. Possesses a greater level of experience/education as compared to the Subject Matter Expert I

Minimum Education: A Bachelors Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. A Master's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science with six (6) years of relevant experience may be substituted in place of a Bachelor's Degree and eight (8) years of experience.

Subject Matter Expert III

Minimum/General Experience: Ten years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Recognized as an expert in a specific field of study, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides advanced evaluation and analytic skills for client-specific or mission-critical proficiencies of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. Displays broad and deep knowledge of subject matter and provides leadership and vision throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions. Supervises teams in accomplishing tasks and trains subordinate staff in the technical aspects of assigned work. Possesses a greater level of experience/education as compared to the Subject Matter Expert II

Minimum Education: A Masters Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Masters degree, a Bachelors Degree and four additional years of relevant work experience (12 Years total) can be substituted.

Senior Project Manager

Minimum/General Experience: Eight years of management and supervisory experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Demonstrated ability to provide guidance and direction for specific sub-tasks of a project. The Senior Project Manager is proficient in the latest hardware, software, and network technologies and acts as the overall lead, manager and administrator for the effort. Serves as the primary interface and point of contact with program authorities and representatives on technical and program/project issues. Leads team on large complex projects of significance. Creates innovation solutions for complex projects scheduling, technology, methodology, tools, and solution components. Provides systems analysis and programming activities for a customer site, facility or multiple locations. Prepares plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources. Supervises program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements. Responsible for all aspects of project.

Minimum Education: A Bachelors Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelors degree, six years of relevant work experience can be substituted.

Consultant / System Architect / System Programmer

Minimum/General Experience: Four years of experience in IT related business and consulting. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility:

Consultant: Serves as interface and point of contact with program authorities and representatives on technical and project issues. Plays a major part in program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Reports on acquisition and employment of program/project resources to Project Managers.

System Architect: Provides high-level architectural expertise to managers and technical personnel. Development of architectural products and deliverables for enterprise environments. Provides development of a strategy of system and the design infrastructure necessary to support the enterprise environment. Offer advise on selection of technological purchases with regards to processing, data storage, data access, and applications development. Develops standards for the client/server relational database structure for the organization (SQL, ORACLE, SYBASE, etc.). Advises of feasibility of potential future projects to management.

System Programmer: Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications. Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software. Addresses problems of systems integration, compatibility, and multiple platforms. Consults with project teams and end users to identify application requirements. Performs feasibility analysis on potential future projects to management. Assists in the evaluation and recommendation of application software packages, application integration and testing tools. Resolves problems with software and responds to suggestions for improvements and enhancements. Acts as team leader on projects. Instructs, assigns, directs, and checks the work of other software developers on development team. Participates in development of software user manuals.

Minimum Education: A Bachelors Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelors degree, six years of relevant work experience can be substituted.

Project Manager / Change Management

Minimum/General Experience: At least six years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: As primary point of contact for the customer, the Project Manager is proficient in the latest hardware, software, and network technologies. Directs completion of complex information technology tasks within estimated timeframe and budget constraints, while oversees all project work. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with scope requirements.

Change Management: duties include provide strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project. Provide clarifying mission statements that can be used as springboards in envisioning their desired future. Assists with the development of mission and vision statements, subsequent goal delineation, provide guidance for building operational plans and specifying measurable outcomes. Assist in preparation of key strategic planning documentation, including OMB Form 300 where needed.

Minimum Education: Bachelors degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelors degree, six years relevant experience and/or technical certificates may be substituted.

Technical Consultant / Quality Assurance Analyst / Test Manager

Minimum/General Experience: At least three years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Experience in the area of independent analysis, programming, database administration, and network engineering, with complete responsibility for tasks involving design and implementation. Duties include but are not limited to the analysis of systems requirements, identification and correction of problems, the development of requirement definitions, and system integration.

Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the task. Produces an independent assessment of project software development process and how it is being implemented relative to the defined process. Recommends methods to optimize the organization's process and necessary changes. Responsible for all activities involving quality assurance and compliance with applicable regulatory requirements. Performs audits and reviews/analyzes data and documentation. Develops and implements procedures and test plans for assuring quality in a system development environment which supports large databases and applications.

Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met.

Minimum Education: Bachelors degree in a technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelors degree, six years relevant experience and/or technical certificates may be substituted.

Technical Support / Help Desk / Hardware-Software Specialist

Minimum/General Experience: At least two years of technical experience with computer and technical support including web technology services, visualization technology services, software and systems engineering, database planning and design, business process re-engineering, records management, system acquisition support, systems analysis and design, system prototyping, testing and evaluation design support, systems integration, total computer and network services, resources and facilities management.

Functional Responsibility: The Technical Support/Help Desk staff member is responsible for performing direct support for information technology installation, containment, and help desk support related to all aspects of lessons learned and issue resolution. Individuals at this level provide substantial efforts to systems development using their knowledge of related skills. They devise new approaches to solve problems encountered and implement disciplined processes that assure compliance with company and client standards for quality performance.

Hardware/Software Support: Provides analysis related to the design, development, and implementation of hardware/software for products. Develops test strategies, devices, and systems. Performs stress and performance tests on a variety of computer hardware/software for a specified cloud computing systems, software systems, hardware systems, operating systems, and/or application software.

Minimum Education: Bachelors degree in an applicable field from an accredited institution. In lieu of a Bachelors degree, five years of related work experience may be substituted.

Security Specialist

Minimum/General Experience: At least four (4) years of computer security experience with large enterprise networks. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Requirements: Determine and establish enterprise information assurance and security standards. Develops and implements information assurance/security standards and procedures. Coordinates, develops, and evaluates security programs for large organizations. Recommends information assurance/security solutions to support customers' requirements. Identifies, reports, and resolves security violations. Establishes and satisfies information assurance and security requirements based upon the analysis of user, policy, regulatory, and resource demands. Supports customers at the highest levels in the development and implementation of doctrine and policies. Applies best practices to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures. Performs analysis, design, and development of security features for system architectures. Analyzes and defines security requirements for computer systems which may include mainframes, workstations, and personal computers. Designs, develops, engineers, and implements solutions that meet security requirements. Provides integration and implementation of the computer system security solution. Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle. Ensures that all information systems are functional and secure.

Minimum Education: Bachelors degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelors degree, six years relevant experience and/or technical certifications may be substituted.

Awarded Hourly Labor Rates

Professional IT Labor Category Rates – Effective 06/24/2011

SIN	Labor Category Title	GSA Rate w/IFF
132-51	Subject Matter Expert I	\$218.68
132-51	Subject Matter Expert II	\$303.08
132-51	Subject Matter Expert III	\$314.34
132-51	Senior Project Manager	\$265.98
132-51	Consultant / System Architect / System Programmer	\$217.62
132-51	Project Manager / Change Management	\$169.27
132-51	Technical Consultant / Quality Assurance Analyst / Test Manager	\$120.91
132-51	Technical Support / Help Desk / Hardware-Software Specialist	\$107.36
132-51	Security Specialist	\$210.49

Terms and Conditions Applicable to Electronic Commerce and Subscription Services (Special Item Number 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

Contact Contractor regarding specific capacity and coverage.

3. INFORMATION ASSURANCE

The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

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

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

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

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

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Warranty / General Terms will vary with each manufacturer – Contact Contractor for details.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

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

12. MANAGEMENT AND OPERATIONS PRICING

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

13. TRAINING

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

Charges may vary depending on provider – contact Contractor for details

14. MONTHLY REPORTS

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

15. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

Electronic Service Plan / eligibility requirements may vary depending on provider – contact Contractor for details

(b) Describe charges, if any, for additional usage guidelines.

Additional usage guideline charges may vary depending on provider – contact Contractor for details

(c) Describe corporate volume discounts and eligibility requirements, if any.

Volume discounts, if applicable, may vary depending on provider – contact Contractor for details

Terms and Conditions Applicable to Wireless Services (Special Item Number 132-53)

1. ACCEPTANCE TESTING

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

2. EQUIPMENT

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

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

3. WARRANTY

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

Please contact The Winvale Group for specific warranty information.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

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

4. MANAGEMENT AND OPERATIONS PRICING

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

5. TRAINING

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

The Winvale Group does not offer training for wireless services.

6. MONTHLY REPORTS

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

7. WIRELESS SERVICE PLAN

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

Please contact The Winvale Group for specific information.

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

Please contact The Winvale Group for specific information.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Please contact The Winvale Group for specific information.

USA Commitment to Promote Small Business Participation Procurement Programs

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: **Steven D. Young (P) 202-296-5505 x817 / Email: syoung@winvale.com**

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

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

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

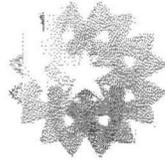
Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

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



Winvale

Return Policy

Winvale allows customer returns based on the policies of the original product manufacturer. Winvale should be notified of any damaged or unusable item within seven (7) days of receipt of the item.

Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the software or the licenses have been downloaded.

Customers should contact their Winvale sales representative to initiate a return or for more information.

Non-Defective Items

- All returns must have an RGA number (returned goods authorization number) and are subject to a 25% administrative and processing fee.
- No returns will be accepted after 90 days elapse.
- All returns must be in original packaging and received in new and resalable condition. For applicable restocking fees consult the chart below.
- The customer pays all delivery charges for returned items.
- If you receive merchandise as a result of a Winvale error, you will be issued a credit for return shipping expense and no administrative, processing or restocking fee will be applied.

Restocking Fees:	
Days Elapsed	Applicable Restocking Fees
Within 7 days	No restocking fee on returned items
8 - 29 days	25% of price of all returned items
Over 30 days	50% of price of all returned items

Defective Items

- Your account will be credited in-full for defective merchandise that is returned within 30 days.
- Winvale will pay for the return delivery. Please contact your Winvale sales representative for prepaid delivery arrangements. The customer is responsible for properly packaging and protecting the item during its shipping back to Winvale.

Authorized Dealers – VIDYO

Company Name	Address	Phone/Fax	POC Name / Email
HB Communications, Inc.	60 Dodge Ave North Haven, CT 06473	203-234-1474	Craig Bass cbass@hbcommunications.com
Interactive Digital Solutions, Inc. (ID Solutions).	14701 Cumberland Rd. Suite 400 Noblesville, IN 46060	317-770-3500	Michael DeCrane mdecrane@e-idsolutions.com
Integration Technologies Group	2745 Hartland Rd. Falls Church, VA 22043		Burl Williams
MicroTechnologies, LLC (Microtech)	8330 Boone Blvd Suite 600 Vienna, VA 22182	703-891-1073	Kevin Williams kwilliams@microtech.com
PS Technologies, LLC	2555 South Dixie Dr. Suite 270 Kettering, OH 45409	937-242-6422	J. Papadis j.papadis@blackbox.com
York Telecom	81 Corbelt Way Eatontown, NJ 07724	732-413-6000	Rebecca Kane rkane@yorktel.com

Authorized Dealers – ZEBRA Technologies

Company Name	Address	Phone/Fax	POC Name / Email
ID Edge	686 S. Taylor Ave., Suite 105 Louisville, CO 80027	(P): 303-665-0405 x231 (F): 303-665-4026	Wesley Testa wtesta@idedge.com
Identicomm Technologies, Inc.	P.O. Box 86046 Gaithersburg, MD 20886	(P): 301-212-9260 (F): 301-869-0769	Jeff Jacobson jeff@identicommtechnologies.com

List of Authorized Manufacturers

3 Round Stones	Navisite
AACC	NextDocs
Accelrys	Northwest Analytical
Allegiance	NOVAtime
Alliance Technology	Oracle
Amega	Parature
BMC Software	peerVue
Care.com	Personal Recovery Concepts
Care Innovations	Pilgrim Software
Cellcrypt	Ping Identity
Cenzic	PMWeb, Inc.
Cherwell	Prime Care
Collaborative Fusion, Inc.	Proquis
Corero Network Security	Pryme/PCL
CM1	Q1 Labs
CSIdentity	Reflexis
CVISION Technologies, Inc.	ScImage
Daptiv	Smartsheet, Inc.
E-Builder	Socialtext
Epiphany Cardiology	The Software Development and Testing Company, Inc.
Fiberlink – MaaS 360	StoneSoft
GPS Insight	Symantec
Granicus	Team TSI
Health Level Instantis	Thermo Fisher
HOB, Inc.	ThreatGuard
Lawson Software MangoSpring	Tracker Products
Mark Monitor	VIA3 Corporation
Meltwater	Vidyo
Mocana	Workforce Management Software Group
	Workshare
	Zebra Technologies
	Zyrion

Software Maintenance Pricing – SIN 132-34

Pricing as a percentage of license cost has been award to Winvale for the various products listed below. Pricing as a percentage of license cost is for items with a cost that is based on a non-fixed price. Example: MSRP of Licensed Software owned by an agency.

Variable pricing is generally used to calculate the cost for maintenance of software, renewal of software and is based on a percentage of that value.

Example:

GSA Price = Commercial Price less discount of 1.5% / Compliance Manager Premium Care: Lic Value \$1-\$49,999 1 yr = 25%

In the above example if an ordering activity currently owns \$40,000 of Licensed Software the cost for maintenance of that software is as follows:

$\$40,000 \times .25\% = 10,000$ (Commercal Price)

$\$10,000$ less 1.5% Discount = $\$9,850$ (GSA Price)

$\$9,850 / .9925 = \$9,924.43$ (GSA Price w/IFF)

$\$9,924.43$ is the price that would be charged to the ordering activity.

Please feel free to call and get the exact quote for your application / software.

SIN	Manufacturer	Manufacturer Part #	Product Description	GSA Discount
132-12	NOVATime	BRONZE-MAINT	5% of the item's list price / Bronze - Terminal support package. Remote diagnosis, repair and replacement within 10 days for hardware issues. Annual fee. Bronze not available for Biotouch.	0.75%
132-12	NOVATime	GOLD-MAINT	15% of the item's list price / Gold - Terminal support package. Remote diagnosis, repair and replacement next day for hardware issues. Annual fee.	0.75%
132-32	Instantis	ALIC-INIT	10% of User pack license / Instantis EnterpriseTrack Add-on: Separate Initiative in the same system. Annual License per initiative	4.80%
132-32	Instantis	ALIC-MODA	10% of User pack license / Instantis EnterpriseTrack Add-on: One of Strategy Module, Process Module, Training Module, MSP Module, Green Module. Annual License per module	4.80%
132-32	Instantis	ALIC-MODB	4% of User pack license / Instantis EnterpriseTrack Add-on: One of Idea Module, VOC Module. Annual License per module.	4.80%
132-32	Instantis	ALIC-PMO	20% of User pack license / Instantis EnterpriseTrack Add-on: PMO Edition Software. Annual license.	4.80%

132-33	Epiphany Cardiography Products	C30002	15% of License List Price / Increase warranty by 9 months to an annual contract for technical support; includes remote support and all upgrades to the options purchased for as long as the contract is maintained. Implementation labor and third-party software are not included for upg	0.75%
132-33	Epiphany Cardiography Products	C30013	9% of License List Price / Provides order-to-post-go-live project management, including: kick-off conference call; implementation planning and progress calls; installation; interface testing; test-environment performance testing; in-service scheduling; and open-issue management.	0.75%
132-33	Instantis	MAINT	15% of total license fees / Instantis EnterpriseTrack Maintenance of Software License (provides fixes, updates to already licensed software or modules), Annual Fee	4.80%
132-33	Instantis	PLIC-INIT	10% of User pack license / Instantis EnterpriseTrack Add-on: Separate Initiative in the same system. Perpetual License per initiative	4.80%
132-33	Instantis	PLIC-MODA	10% of User pack license / Instantis EnterpriseTrack Add-on: Strategy Module, Process Module, Training Module, MSP Module, Green Module. Perpetual License per module	4.80%
132-33	Instantis	PLIC-MODB	4% of User pack license / Instantis EnterpriseTrack Add-on: Strategy Module, Process Module, Training Module, MSP Module, Green Module. Perpetual License per module	4.80%
132-33	Instantis	PLIC-PMO	20% of User pack license / Instantis EnterpriseTrack Add-on: PMO Edition Software. Perpetual license	4.80%
132-33	peerVUE	MAINT-SM-1	18% of software list price / Maintenance for Self-Managed Software - including software updates, upgrades, helpdesk support 8am-8pm ET, and 24x7 on-line ticketing.	0.75%
132-33	Tracker	TP-P-Maintenance and Support	Tracker Annual Maintenance - includes telephone support and standard upgrades. Applicable to perpetual license software only / CP =15% of purchase price / GSA Price = CP - 10% discount / GSA w/IFF Price = GSA Price/.9925	10.0%
132-34	innoWake	support-advanced	GSA price equals 30% less 7% Discount of the Commercial LIST Volume License Pricing Per seat / Support for any innoWake product, 24/7 with advanced response times per year	7.00%
132-34	innoWake	support-basic	GSA price equals 20% less 7% Discount of the Commercial LIST Volume License Pricing Per seat / Support for any innoWake product, based on 8 hours, 5 days a week (Mon-Fri), with standard response times per year	7.00%
132-34	Lawson	LMAINT	Lawson Software Annual Maintenance - includes updates, patches, bug fixes, online and telephone support during business hours.	0.75%

132-34	BMC Software	CM-MNT	Compliance Manager Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	DM-MNT	Deployment Manager Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	IM-MNT	Inventory Manager Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	PM-MNT	Patch Manager Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	RM-MNT	Remote Manager Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	VM-MNT	Vulnerability Manager Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	MS-MNT	Master Server Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	FP-MNT	FootPrints Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	MMFP-MNT	MigrationManager Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	MMTI-MNT	PC Migrate Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	BMC Software	TI-MNT	Track-It! Continuous Support MSRP = Product Net Price x 20% GSA Price = MSRP * 98.5%	1.50%
132-34	Cenzic	PRE-PER-MAINT	Premium Maintenance- All Perpetual Licenses- Includes 24 x 7 support, all SmartAttack Library updates, and upgrades - Equals 30% of the Commercial Pricing	3.0%
132-34	Cenzic	PRE-SUB-MAINT	Premium Maintenance- All Subscription Licenses-Includes 24 x 7 support, all SmartAttack Library updates, and upgrades - Equals 10% of the Commercial Pricing	3.0%
132-34	Cenzic	STND-PER-MAINT	Standard Maintenance All Perpetual Licenses- Includes 5 AM to 5PM PST support, all SmartAttack Library updates, and upgrades - Equals 20% of the Commercial Pricing	3.0%

132-34	CVISION	Maintenance **	20% of software price GSA Price = MSRP *95%	5.0%
132-34	CVISION	Renewal *	20% of software price GSA Price = MSRP *95%	5.0%
132-34	Pilgrim	SS-MAINT-Y1	18% of purchase price / Annual Standard Maintenance (First Year) - includes technical support during business hours, Upgrades, Updates and Hot Fixes	4.80%
132-34	Pilgrim	SS-MAINT-Y2	19% of purchase price / Annual Standard Maintenance (Second Year) - includes technical support during business hours, Upgrades, Updates and Hot Fixes	4.80%
132-34	Pilgrim	SS-MAINT-Y3	20% of purchase price / Annual Standard Maintenance (Third Year) - includes technical support during business hours, Upgrades, Updates and Hot Fixes	4.80%
132-34	Pilgrim	SS-MAINT-Y4	21% of purchase price / Annual Standard Maintenance (Fourth Year) - includes technical support during business hours, Upgrades, Updates and Hot Fixes	4.80%
132-34	Pilgrim	SS-MAINT-Y5	22% of purchase price / Annual Standard Maintenance (Fifth Year) - includes technical support during business hours, Upgrades, Updates and Hot Fixes	4.80%
132-34	Reflexis	N-10-30-F-10000	GSA Price = 20% license fee / Year less 5.0% discount	5.00%
132-34	SDTC	IV Desktop-M	GSA price equals 30% less 3% Discount of the Commercial LIST Volume License Pricing Per seat.	3.00%
132-34	SDTC	IV Enterprise-M	GSA price equals 30% less 3% Discount of the Commercial LIST Volume License Pricing Per seat. IV Enterprise Maintenance	3.00%
132-34	SDTC	IV Server-M	GSA price equals 30% less 3% Discount of the Commercial LIST Volume License Pricing Per seat. IV Server Maintenance	3.00%
132-34	Solix	50-50-SPT	GSA price equals 20% less 2% Discount of the Commercial Pricing / Standard Support is 20% of list price for 5x8 support for normal business days excluding local holidays.	2.00%
132-34	Solix	50-50-XSPT	GSA price equals 22% less 2% Discount of the Commercial Pricing / Extended Support is 22% of list price for 7x24 support. Extended 24x7 Support included with Annual Subscription Fee.	2.00%
132-34	Thermo Fisher	INF-19901G	18% of current list price / Annual Support and Maintenance - includes upgrades, patches, online support, and 5x10 telephone support. Maintenance covers software and hardware from Thermo Fisher.	16.07%
132-34	Workshare	PROF-SSSREN	Professional Perpetual License Gold Support Renewal / GSA price equals 20% less 3% Discount of the Commercial LIST Volume License Pricing Per seat	3.00%

132-34	Workshare	PROF-SSSREN-COMP	Compare Perpetual License Gold Support Renewal / GSA price equals 20% less 3% Discount of the Commercial LIST Volume License Pricing Per seat	3.00%
132-34	Workshare	PROF-SSSREN-POINT	Workshare Point Perpetual License Gold Support Renewal / GSA price equals 20% less 3% Discount of the Commercial LIST Volume License Pricing Per seat	3.00%
132-34	Workshare	PROF-SSSREN-PROT	Protect Perpetual License Gold Support Renewal / GSA price equals 20% less 3% Discount of the Commercial LIST Volume License Pricing Per seat	3.00%
132-34	Workshare	PROT-SSSREN	Protect Server Perpetual License Gold Support Renewal / GSA price equals 20% less 3% Discount of the Commercial LIST Volume License Pricing Per seat	3.00%
132-52	Instantis	HOST-GOLD	50% of Silver Hosting fee / Hosting of Instantis EnterpriseTrack: Add-on for Gold Hosting (Secure, 99.9% Availability, hourly backup, 2x data storage) Annual Fee	4.80%
132-52	peerVUE	MAINT-MG-1	10% of software list price / Maintenance for QICS managed customers - including software updates, upgrades, helpdesk support 8am-8pm ET, and 24x7 on-line ticketing.	0.75%
132-52	Pilgrim	SS-NONPROD	25% of SaaS purchase price / SmartSolve SaaS Enterprise Suite. One additional non-production SaaS environment i.e. Development, Training, Validation, Test etc. Annual subscription. 25% of SaaS purchase price	4.80%
132-34	Workforce Management Software Group	1000-3	Annual Support - 1 year Annual maintenance includes unlimited access to the toll free help desk and product upgrades. 1 year Annual maintenance includes unlimited access to the toll free help desk and product upgrades. Help desk access is M-F 8-5 excluding national holidays. 18% of Extension total for Item 1000-1	5.00%