




# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.


## Header

 List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 86701


Procurement Type: Central Purchase Order

Vendor ID:  

Legal Name: SUN MANAGEMENT INC

Alias/DBA:

Total Bid: \$2,016,845.00

Response Date:  

Response Time:

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC1500000015

Published Date: 6/12/15

Close Date: 6/30/15

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 86701

**Solicitation Description :** Addendum; Next Generation Firewall for WVOT

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-06-30 13:30:00	SR 0210 ESR06291500000004537	1

**VENDOR**

000000180526  
 SUN MANAGEMENT INC

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

**Signature X** **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	4.2.1 Next-Generation Firewall PA-5060 or Equal	4.00000	EA	\$93,130.00	\$372,520.00

Comm Code	Manufacturer	Specification	Model #
43222501			

Extended Description : PAN-PA-5060-SSD2-D or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	4.2.2 Premium Support or Equal for each Next-Generation Fire	4.00000	EA	\$20,800.00	\$83,200.00

Comm Code	Manufacturer	Specification	Model #
81111804			

Extended Description : PAN-SVC-PREM-5060-1 YR or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	4.2.2.1 Renewal Option YR 2 - Premium Support or Equal	4.00000	EA	\$20,800.00	\$83,200.00

Comm Code	Manufacturer	Specification	Model #
81111804			

Extended Description : RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-5060-R or Equal  
Premium Support or Equal for each Next-Generation Firewall

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	4.2.2.1 Renewal Option YR 3 - Premium Support or Equal	4.00000	EA	\$20,800.00	\$83,200.00

Comm Code	Manufacturer	Specification	Model #
81111804			

Extended Description : RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-5060-R or Equal  
Premium Support or Equal for each Next-Generation Firewall

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	4.2.2.1 Renewal Option YR 4 - Premium Support or Equal	4.00000	EA	\$20,800.00	\$83,200.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-5060-R or Equal Premium Support or Equal for each Next-Generation Firewall

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	4.2.3 Panorama M-100 with 4TB storage or Equal	2.00000	EA	\$17,375.00	\$34,750.00

Comm Code	Manufacturer	Specification	Model #
43222501			

**Extended Description :** PAN-M-100-4TB or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	4.2.4 Premium Support or Equal for each Panorama M-100	2.00000	EA	\$3,200.00	\$6,400.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** PAN-SVC-PREM-M-100-P or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	4.2.4.1 RENEWAL OPTION YEAR 2 Premium Support or Equal	2.00000	EA	\$3,200.00	\$6,400.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-M-100-P-25-R or Equal Premium Support or Equal for each Panorama M-100

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	4.2.4.1 RENEWAL OPTION YEAR 3 Premium Support or Equal	2.00000	EA	\$3,200.00	\$6,400.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-M-100-P-25-R or Equal  
Premium Support or Equal for each Panorama M-100

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	4.2.4.1 RENEWAL OPTION YEAR 4 Premium Support or Equal	2.00000	EA	\$3,200.00	\$6,400.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-M-100-P-25-R or Equal  
Premium Support or Equal for each Panorama M-100

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	4.2.5 WildFire WF-500 or Equal	1.00000	EA	\$86,875.00	\$86,875.00

Comm Code	Manufacturer	Specification	Model #
43222501			

**Extended Description :** PAN-WF-500 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	4.2.6 Premium Support for each WildFire or Equal	1.00000	EA	\$20,000.00	\$20,000.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** PAN-SVC-PREM-WF-500 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	4.2.6.1 RENEWAL OPTION YEAR 2 Premium Support or Equal	1.00000	EA	\$20,000.00	\$20,000.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-WF-500 or Equal  
Premium Support for each WildFire or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	4.2.6.1 RENEWAL OPTION YEAR 3 Premium Support or Equal	1.00000	EA	\$20,000.00	\$20,000.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-WF-500 or Equal  
Premium Support for each WildFire or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	4.2.6.1 RENEWAL OPTION YEAR 4 Premium Support or Equal	1.00000	EA	\$20,000.00	\$20,000.00

Comm Code	Manufacturer	Specification	Model #
81111804			

**Extended Description :** RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-WF-500 or Equal  
Premium Support for each WildFire or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	4.3.1 URL Filtering subscription or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

**Extended Description :** PAN-PA-5060-URL4-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	4.3.1.1 RENEWAL OPTION YEAR 2 - URL Filtering or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 2 - PAN-PA-5060-URL4-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	4.3.1.1 RENEWAL OPTION YEAR 3 - URL Filtering or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 3 - PAN-PA-5060-URL4-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	4.3.1.1 RENEWAL OPTION YEAR 4 - URL Filtering or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 4 - PAN-PA-5060-URL4-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	4.3.1.1 RENEWAL OPTION YEAR 5 - URL Filtering or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 5 - PAN-PA-5060-URL4-HA2 or Equal



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	4.3.2 Threat Prevention subscription or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : PAN-PA-5060-TP-HA2-R or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	4.3.2.1 RENEWAL OPTION YEAR 2 - Threat Prevention or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 2 - PAN-PA-5060-TP-HA2-R or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	4.3.2.1 RENEWAL OPTION YEAR 3 - Threat Prevention or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 3 - PAN-PA-5060-TP-HA2-R or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	4.3.2.1 RENEWAL OPTION YEAR 4 - Threat Prevention or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 4 - PAN-PA-5060-TP-HA2-R or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	4.3.2.1 RENEWAL OPTION YEAR 5 - Threat Prevention or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 5 - PAN-PA-5060-TP-HA2-R or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	4.3.3 WildFire subscription or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : PAN-PA-5060-WF-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	4.3.3.1 RENEWAL OPTION YEAR 2 - WildFire or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 2 - PAN-PA-5060-WF-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	4.3.3.1 RENEWAL OPTION YEAR 3 - WildFire or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 3 - PAN-PA-5060-WF-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	4.3.3.1 RENEWAL OPTION YEAR 4 - WildFire or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 4 - PAN-PA-5060-WF-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	4.3.3.1 RENEWAL OPTION YEAR 5 - WildFire or Equal	4.00000	EA	\$16,380.00	\$65,520.00

Comm Code	Manufacturer	Specification	Model #
43232800			

Extended Description : RENEWAL OPTION YEAR 5 - PAN-PA-5060-WF-HA2 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Installation, Migration and Training Services	1.00000	LS	\$101,500.00	\$101,500.00

Comm Code	Manufacturer	Specification	Model #
43222501			

Extended Description : Installation, Migration and Training Services

**Project:** Palo Alto Networks Firewall  
Deployment

**Customer Name:** West Virginia Office of  
Technology (WVOT)

**Customer Address:** 1900 Kanawha Blvd  
East Capitol Complex - Building 5  
Charleston, WV 25305

**Customer Contact:** Clifton Manns  
clifton.t.manns@wv.gov

**Requested Start  
Date:** TBD

**Sun Management Sales  
Contact(s):** Linus Roman  
linus@sunmanagement.net  
(804) 690-7399

**Sun Management  
Engineering Contact(s):** Paul Levy  
paul@sunmanagement.net  
(717) 610-0706

THIS STATEMENT OF WORK SETS FORTH SERVICES TO BE PROVIDED BY SUN MANAGEMENT INC. (“Sun Management”) OR CERTIFIED PARTNER TO THE ENTITY ABOVE (“Customer”) AND RELATED TERMS. BY EXECUTING THIS STATEMENT OF WORK, SUN MANAGEMENT AND CUSTOMER ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT EXECUTED BY THE PARTIES REFERENCED ABOVE, IF ANY (“Agreement”) SHALL GOVERN THE SERVICES PERFORMED HEREUNDER (“Services”). In the event of any conflict, the terms of the Agreement shall control unless the provision references or expressly states the intention to override the conflicting provision of the Agreement.

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## Task Order & Description of Services:

This document is a Statement of Work (SoW) for Sun Management (SunMgt) Professional Services to be delivered to WVOT (customer).

SunMgt will perform installation services for four (4) Palo Alto Networks PA-5060 firewalls installed in Active/Standby High-Availability (HA) configurations using an in-line architecture in the customer production network; two (2) Palo Alto Networks M-100 Panorama Centralized Management Systems (CMS) appliances installed in Active/Standby High-Availability (HA) configuration; one (1) Palo Alto Networks WF-500 WildFire appliance installed as a standalone appliance. SunMgt agrees to perform the following work on an on-site and off-site basis:

- Review the current network architecture.
- Assist with the development of a network design that will include the Palo Alto Networks firewalls and Panorama Centralized Management Systems (CMS).
- Develop Installation, Configuration, and Cutover strategies.
- Perform physical rack mounting of all Palo Alto Networks equipment (Customer will be responsible for providing rack space, power, cooling, and network/console connections unless otherwise specified).
- Register and License all Palo Alto Networks appliances.
- Perform initial configuration required to enable GUI and CLI management access to the Panorama M-100 appliances.
- Install the recommended PANOS software on the M-100 appliances.
- Install the appropriate Palo Alto databases on the M-100 appliances.
- Perform additional management configuration of the M-100 appliances.
- Configure High-Availability of the M-100 appliances.
- Assist with the integration of Microsoft Active Directory with Palo Alto User-ID features within the Panorama M-100 appliances.
- Create the appropriate M-100 Templates, Device Groups, Objects, Profiles, and Policy Rules to support the Palo Alto firewall deployment.
- Convert legacy URL Filtering configuration to Palo Alto configuration format.
- Install the recommended PANOS software on the WF-500 appliance.
- Perform management configuration of the WF-500 appliance.
- Perform initial configuration required to enable GUI and CLI management access to the Palo Alto PA-5060 firewalls.
- Install the recommended PANOS software on the PA-5060 firewalls.
- Install the appropriate Palo Alto databases on the PA-5060 firewalls.
- Perform additional management configuration of the PA-5060 firewalls.
- Configure Active/Standby High-Availability configuration on the PA-5060 appliances.
- Connect the PA-5060 firewalls to Panorama and push the appropriate configuration components from Panorama to the PA-5060 firewalls.
- Configure File Blocking components to support the WF-500 0-day “private cloud”.
- Configure local Objects, Profiles, and Policy rules as necessary to support the PA-5060 configuration.
- Assist with the cutover of the PA-5060 firewalls in Virtual-Wire mode to support inspection and forwarding of live production traffic.
- Monitor network traffic traversing the firewalls to ensure proper handling of the traffic.
- Test appropriate features to ensure proper firewall behavior.
- Troubleshoot any system issues related to the deployment of the PA-5060 firewalls.
- Work with local site POC to resolve any support cases that were opened during the engagement.

**Deliverables:**

- ✓ High-level firewall feature plan
- ✓ Initial configuration of Palo Alto Networks components
- ✓ Firewalls passing traffic in production
- ✓ Updated network diagram, if required
- ✓ Access to supporting documentation such as Administrator Guides, User Guides, and Tech Notes

***Customer Responsibilities:***

Unless specified elsewhere in this SoW the Customer is responsible the following:

- ✓ Purchasing the hardware and software required for this project
- ✓ Providing rack space, cabling, power, cooling and other necessary components to support physical installation of Palo Alto Networks components
- ✓ Configuration of all other devices external to the Palo Alto systems such as neighboring switches and routers, supporting host systems, user databases, end user systems, security systems, etc...
- ✓ For technology conversions from old platforms to new platforms, customer must track all changes that occur on the old platform from the time working configurations are given to SunMgt to the time of new platform deployment. Unless otherwise agreed upon, customer is responsible for integrating the differences between the configurations into the new platform configurations.
- ✓ Creation and/or procurement of certificates necessary for the configuration of the Palo Alto systems other than Palo Alto generated self-signed certificates.

Customer will provide the following items to Sun Management:

- ✓ On-site workspace(s) with Internet access when on-site work is specified.
- ✓ Physical access to Palo Alto systems, if necessary.
- ✓ Remote Access to Palo Alto systems, if possible.
- ✓ Existing documentation, system inventories, network diagrams, infrastructure details, and other information as required.
- ✓ Access to Customer personnel or other persons with knowledge of Customer's current and planned networking and systems infrastructure.
- ✓ A dedicated resource committed to the project team. SunMgt's ability to deliver the Services in a timely and satisfactory manner is at least in part dependent upon Customer providing such access, information and cooperation on the schedule requested and therefore Customer agrees to provide such access, information and cooperation in accordance with the schedule agreed by the parties.

## Fees

This is a fixed price Statement of Work that includes professional services at the rate given in the accompanying quotation.

One day of professional services is defined as 8 hours.

“After hours” work as defined below is included in the pricing. Additional after hours work will be billed at 1.5X our daily rate for the project.

Travel time for all on-site work by SunMgt personnel will be billed as 1 hours per day.

Additional travel expenses may be required, this could include Hotel and Per Diem.

## Personnel

- SunMgt will provide one of our Palo Alto (CNSE) certified technology engineer(s) for this project.

## General

- ◆ Major milestones and event dates must be at mutually agreeable times.
- ◆ Unless stated elsewhere in this document, Sun Management personnel will perform this work both on-site at the Customer and at off-site locations.
- ◆ Pricing provided is for normal business hour support (Monday through Friday, 9:00am-5:00pm, excluding holidays) unless otherwise explicitly stated. “After hours” work is work performed at other times. One day is defined as 8 hours.
- ◆ Work requests that are deemed out of scope may require a task order change.
- ◆ Usual and customary travel expenses to Customer sites within 25 miles of Arlington, VA are not typically charged. If applicable, estimated travel expenses will be calculated ahead of time for Customer’s pre-approval in writing or by confirmed email.
- ◆ All services are Net30 upon invoicing and payable by EFT, echeck, check or wire. Credit cards are only accepted at time of purchase by prearranged acceptance by Sun Management. Unless otherwise noted in the “Fees” section of this document, the fees for the services will be invoiced monthly on a progress toward completion basis and at the conclusion of the work.
- ◆ The parties acknowledge the sensitive and secret nature of the confidential information they will have access to and agree that they will treat such information as strictly confidential and shall exercise the same degree of care in the protection of such information as they exercise with respect to their own proprietary property and trade secrets, but in no event shall it be less than a reasonable degree of care.
- ◆ Customer acknowledges that any unreasonable delays by Customer may add additional costs.
- ◆ Sun Management reserves the right to substitute engineering resources of equal or greater qualification as necessary.
- ◆ While every attempt will be made to complete the activities outlined in this Scope of Work within the timeframe purchased, it is possible for circumstances beyond our control to prevent that from happening. Customer should coordinate the purchase of any additional Professional Services through their Sun Management Account Representative.

- ◆ For time and materials (non-fixed priced) engagements, it is also possible for all activities within this Scope of Work to be completed without consuming all the time purchased with this engagement. In that scenario, upon mutual agreement between the Customer and Sun Management the following actions may be taken:
  1. The scope of the engagement may be expanded to consume the remaining time.
  2. The unused time may be paid for in advance by the Customer and saved for future use to expire 1 year from the date of the invoice.
  3. The remaining time may be discarded with the Customer only being invoiced by Sun Management for the time actually consumed during the engagement.

## Miscellaneous

Sun Management warrants that the services will be performed in a good and workmanlike manner in accordance with industry standards; as Customer's sole remedy for breach of the foregoing warranty, Sun Management shall perform the Services to comply with the applicable SOW or, if Sun Management determines that such cannot be accomplished through the use of reasonable efforts, refund the fees paid for the Services. EXCEPT FOR WARRANTIES SET FORTH IN THE AGREEMENT (IF ANY), SUN MANAGEMENT MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE SERVICES INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Sun Management agrees to use due care in performing its obligations under this Agreement. However, Sun Management does not guarantee to prevent intrusions or potential security incidents. Customer acknowledges that system and network testing, modifications and analysis, or any other activities related to this work (in aggregate, the "modifications") can produce unexpected consequences that could result in harm to Customer's system, data loss, and/or system unavailability. Therefore, Customer will ensure that disaster recovery policies and procedures, including recent working data backups, have been implemented before Sun Management performs any system and network modifications. All affected systems and networks must be the property of and controlled by Customer; however, if Customer desires modifications of systems and networks over which it does not have ownership or control, Customer must provide to Sun Management proper authorization for such work.

IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS STATEMENT OF WORK. NEITHER PARTY SHALL BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE FEES DUE UNDER THIS STATEMENT OF WORK.

Either Party may terminate this Agreement without cause upon thirty (30) days notice of termination and the Parties acknowledge that all fees for work satisfactorily completed will be paid up to the termination date.

Customer will indemnify and hold harmless Sun Management from all claims, liabilities or expenses relating to this Agreement, except to the extent finally determined, through arbitration, to have resulted from the bad faith or intentional misconduct of Sun Management. The maximum aggregate liability of Sun Management for any damages in connection with this Agreement shall not exceed the total sum of all fees actually received by Sun Management from Customer. Sun Management shall not be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages arising out of or in connection with this Agreement.



The parties acknowledge that they will at all times remain independent contractors and agree that none of their officers or employees shall be deemed employees of the other. Nothing in this Agreement shall be deemed as creating a partnership, joint venture, or similar business venture of any kind between the parties, or as authorizing either party to contract for or incur any liability or obligation for the other.

If the performance of any provisions of this Agreement are prevented by an act of God, fire casualty, acts or threats of terrorism, physical disability, the acts or regulations of public authorities or labor unions, lock out, strike, civil tumult, war, or any other cause beyond the Parties' control, then each Party's obligations herein shall be suspended as necessary, and such party's non-performance shall not be deemed a breach of this Agreement.

Nothing in this Agreement shall assign rights in or limit Sun Management's use of any know-how or intellectual property to the extent it does not incorporate Customer's confidential information.

This Agreement shall be governed by the laws of the State of Maryland. If a dispute arises relating to this Agreement, the parties agree to resolve the dispute through arbitration in the Washington, D.C. office of the American Arbitration Association.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings among the Parties, whether written or oral.

Notice may be effected by delivery in writing to the other Party by U.S. or electronic mail with confirmed receipt.

The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

## Statement of Work Acceptance

Each party represents that the individual signing below is authorized to execute this Statement of Work on behalf of the party. By signing this document both parties agree to the terms and conditions of this document. Accepted and agreed:

Accepted and agreed:

**Sun Management**

**Customer**

2000 14th St. N  
Suite 700  
Arlington, VA 22201-2526

Signature: Paul C Levy

Signature: \_\_\_\_\_

Name: Paul C Levy

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

Title: Engineering Program Manager

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

Date: 6/29/15

Date: \_\_\_\_\_

## Engagement Completion

Each party represents by their signature below that the engagement outlined in this Statement of Work has been satisfactorily completed.

Accepted and agreed:

**Sun Management**

**Customer**

2000 14th St. N  
Suite 540  
Arlington, VA 22201-2526

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_