GENERAL SERVICES ADMINISTRATION

Federal Supply Service
Authorized Federal Supply Schedule Price List

Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The internet address for GSA Advantage!® is: GSAAAdvantage.gov.

MULTIPLE AWARD SCHEDULE (MAS)

Contract Number: 47QSMA22D08Q7
Contract Period: July 1, 2022 – June 30, 2027

MAIL CENTERS PLUS, L.L.C.
17 Executive Park DR NE STE 115
Atlanta, Georgia 30329-2222
Phone: 404-321-1010
Fax: 404-321-1888
Contract Administrator: Bernard Newman
Email Address: bnewman@mcpbpo.com
Website: https://www.mcpbpo.com/

Business Size: Small Business

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov
CUSTOMER INFORMATION

1a. Table of awarded special item numbers.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>5416110</td>
<td>Office Management Needs Assessment and Analysis Services</td>
</tr>
<tr>
<td>561499M</td>
<td>Mail Management, Systems, Processing Equipment and Related Solutions</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM)</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See Price List.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. See Price List.

2. Maximum order. **$250,000 (SIN OLM); $500,000 (SIN 511210); $1,000,000 (All other SINs)**

3. Minimum order. **$100**

4. Geographic coverage (delivery area). **Domestic only**

5. Points of production. **United States**

6. Discount from list prices or statement of net price. **Prices shown herein are net (discount deducted)**

7. Quantity discounts. **Quantity Discount = 0.5% single purchase order at or above $500,000**

8. Prompt payment terms. **Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.**

9. Foreign items. **None**

10a. Time of delivery. **30 days ARO**
10b. Expedited Delivery. As negotiated with Ordering Activity

10c. Overnight and 2-day delivery. Contact Contractor

10d. Urgent Requirements. Contact Contractor

11. F.O.B. point(s). Origin

12a. Ordering address.

    Mail Centers Plus, LLC
    17 Executive Park Drive
    Suite 115
    Atlanta, GA 30329

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address.

    Mail Centers Plus, LLC
    PO Box 133232
    Atlanta, GA 30333

14. Warranty provision. Standard Commercial Warranty

15. Export packing charges. Not Applicable

16. Terms and conditions of rental, maintenance, and repair. Not Applicable

17. Terms and conditions of installation. Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices. Not Applicable

18b. Terms and conditions for any other services. Not Applicable
19. List of service and distribution points. **Not Applicable**

20. List of participating dealers. **Not Applicable**

21. Preventive maintenance. **Not Applicable**

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **Not Applicable**

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/). **Not Applicable**

23. Unique Entity Identifier (UEI) number. **CJ86MHYPUZP5**

24. Notification regarding registration in System for Award Management (SAM) database. **Registered**
LABOR CATEGORY DESCRIPTIONS

**Records Tech**

*Functional Responsibilities:* Follows several specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as records scanning, searches, storage, filing and retrieval of paper documents from an extensive alphabetical file, posting to individual accounts, opening records requests, running documents through scanning machines, and supporting departmental requests to access hard copy and electronic records files.

*Minimum Education:* High School Diploma or GED

*Minimum Years of Experience:* 2 years

**Team Lead**

*Functional Responsibilities:* Follows complex verbal and written directions and exercises moderate discretion in the performance of job duties. Assigns and oversees the work of less experienced employees. Oversees work task assignment, delivers documents to various departments, prepares paper documents for conversion to digital format, scans documents, enhances digital images, performs data entry, and reviews work for accuracy. Assumes pricing on a time and materials basis, whereby all job-related supplies, production equipment, quality assurance activities, and personnel supervising this position are directly billable. Supports cross-functional activities across various departments.

*Minimum Education:* High School Diploma or GED

*Minimum Years of Experience:* 2 years

**General Manager/Client Services Director**

*Functional Responsibilities:* The GM/CD has overall responsibility for managing Contractor performance of all work required and functions set forth in this Statement of Work and serves as the principal operational contact point. The GM/CD shall have a comprehensive knowledge of general support services functions provided under this contract; a comprehensive knowledge of the operation and use of personal computers; and a minimum of five years of supervisory experience in handling time-sensitive, service-oriented functions. The five years must include at least three years in the successful management of a general support service activity equivalent in scope and complexity to the requirement in this contract. The GM/CD is a senior manager responsible for coordinating the management of all work performed under the contract. The GM/CD shall have the full authority to act for the Contractor in the performance of the required work and services under all task orders. The GM/CD works independently or under the general direction of senior level Contractor business management on all phases of performance, including contract management, project/task management, coordination of workloads and resource needs, and coordination with corporate resources and management, and has direct accountability for the technical correctness, timeliness, and quality of work performed under the contract. The GM/CD shall have broad and deep knowledge of general administrative support services, business administration, and human resources management, and shall have excellent oral and written communications skills, thus ensuring that the Contractor has the capability of performing all the work. Periodic meetings may also be required; for example, joint meetings to review scheduling, priorities, funding, performance issues, etc.
Minimum Education: High School Diploma or GED

Minimum Years of Experience: 3 years

**Site Manager**

Functional Responsibilities: Manages production and client-site locations. Reviews and clarifies project specifications, prepares work schedule, assigns work, reviews employee performance, approves employee timesheets, and prepares production reports. Conducts interviews, coaching sessions, and disciplinary action. Bachelor's degree in Business or Engineering from an accredited college, or equivalent experience/combined education, with up to 3 years of supervisory experience. Performs hiring, performance management, coaching, and disciplinary actions. Assumes pricing on a time and materials basis, whereby all job-related supplies, production equipment, quality assurance activities, and personnel supervising this position are directly billable.

**Production Manager**

Functional Responsibilities: Performs a variety of activities in one or more of the following and/or related areas: production print, high volume production mail processing and equivalent address hygiene computer applications, production data control and scheduling coordination, systems administration, staff administration, and management. Bachelor’s degree from an accredited college, or equivalent experience/combined education. Assumes pricing on a time and materials basis, whereby all job-related supplies, production equipment, quality assurance activities, and personnel supervising this position are directly billable.

**Supervisor**

Functional Responsibilities: Supervise all service delivery activities and personnel to ensure proper task completion. Ensure that all scheduled activities and turnaround times are met and managed effectively. Ensure proper handling of classified materials and sensitive documents, as well as all other data and information across all lines of service, including incoming mail, digital mail, production print work, records and other related document management, facilities and logistics services activities. Interpret and incorporate new agency guidelines and regulations. Conduct periodic and arbitrary quality control surveys and compare results against established AQLs. Report daily operations and problems encountered on a regular basis. Handle administrative functions such as time keeping, performance appraisals, leave approval, maintain financial or other records, and resolve other employee-related issues. Develop training programs for both new and current employees. Make sure all equipment is in good working order. Monitor any supply shortage and the orderliness of the work areas. Directs the operation of photocopying operators to assure that printed material produced is of acceptable quality, is done in a cost-effective manner, and accomplished within the established time frame. Responsible for the development of operators. This includes assigning individuals to their post of duty, evaluating their performance, and
counseling on their performance. Responsible for assuring that equipment, supplies, and other associated materials are available so that the operation is ready to meet requests for publishing services. Must have the ability to operate and perform adjustments and minor repairs on a wide assortment of printing and binding equipment. This includes but is not limited to production print technologies from leading OEM’s: Xerox; Ricoh; Kodak; Canon; Epson; Kyocera; Risograph; Hamada Duetto press; Seybold paper cutter; multi-head drills; stitchers; and various tabletop and inline binding, folding and inserting, and other finishing equipment.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 3 years

Production Print Operator

Functional Responsibilities: Operates one or more photocopying, photographic, mimeograph and duplicating office machines to make copies of documents such as letters, reports, directives, manuals, articles, and bulletins. Operates small binding machines. Performs clerical duties associated with the request for printing and photographic services. Prepares assembly sheets and printing requisitions with specifications for printing and binding. Keeps record of work and delivers and picks up work. Performs minor repairs and preventive maintenance. Maintains an inventory of supplies and parts needed for reproduction equipment. Important variables may be indicated by trade name of machine operated. Operates high speed xerographic duplicators. Adjusts and operates stitchers, multi-head drills, Seybold paper cutter, and various binding equipment. Responsible for set-up, make-ready, operations, and operational maintenance of equipment. Maintains job production records specifying quantity, production times, and material used. Completes requisition forms when supplies are needed. Maintains records related to machine maintenance and downtime. Responsible for assuring that equipment, supplies, and other associated materials are available so that the operation is ready to meet requests for publishing services. Must have the ability to operate and perform adjustments and minor repairs on a wide assortment of printing and binding equipment. This includes but is not limited to the following machines: Xerox 5390, 5100, 1090; Kodak 92P, 3100, 2085; Canon 6650, 6050, 2120; Risograph; Hamada Duetto press; Seybold paper cutter; multi-head drills; stitchers; and various tabletop binding equipment.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 2 years

Managed Print Services (MPS) Specialist

Functional Responsibilities: Under the general supervision of the Supervisor or designee, the MPS specialist performs skilled work in the walkup copiers, multifunction device and network printer operations, uptime and minor maintenance of digital walkup devices. Oversight of the remote installation, implementation, configuration, maintenance, troubleshooting and/or repair of printers in an enterprise environment. Serve as company liaison with client and vendors on administrative and technical matters related to print management. Interpret clients needs and helps work towards resolution. Responsible for addressing escalated break/fix issues and consult with management, lead and supervisory team to identify inventory stocking levels and reorder points. Provide copies of all relevant information from any Third-Party supplier agreements, when necessary. Advise of changes in hardware or software that is determined to be incompatible, unapproved, or non-standard. Manage to metrics to ensure SLA compliance.

Minimum Education: High School Diploma or GED
Minimum Years of Experience: 2 years

**Support Desk**

**Functional Responsibilities:** Performs a variety of routine administrative/clerical tasks in support of managed print, mail services, production print. Respond to service requests generated by users to Help Desk with maximum user satisfaction. Administer and maintain support for desktop printers, multifunction devices and other service area support including mail and production print. Provide technical assistance to end users while performing various types of help desk support for printing equipment and general end-user questions.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 2 years

**General Clerk**

**Functional Responsibilities:** Follows a few clearly detailed procedures in performing simple repetitive tasks in the same sequence, such as filing pre-coded documents in a chronological file or operating office equipment, e.g., mimeograph, photocopy, addressograph or mailing machine. Other duties include simple posting to individual accounts, opening mail, running mail through metering machines, and calculating and posting charges to departmental accounts. Little or no subject-matter knowledge is required.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 2 years

**Finisher – Production Print**

**Functional Responsibilities:** Prepares document finishing such as GBC binding, saddle stitching, velo and tape binding of booklets, periodicals, catalogs, and pamphlets as the final stage of production copying, photographic, and other reproduction work. Cuts documents into individual pages of standard size and format by margin space, using paper cutter or razor knife. Reproduces document pages as necessary to improve clarity or to reduce one or more pages into single page of standard size for copying machine being used, using photocopying machine. Stamps standard symbols on pages or inserts instruction cards between pages of material to notify Duplicating Machine Operator of special handling, such as manual repositioning during copying procedure. Prepares cover sheet and document folder for material, and index card for organizations' files indicating information, such as organization's name and address, subject or product category, and index code to identify material. Inserts material to be copied in document folder, and files folder for processing according to index code and copying priority schedule.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 2 years

**Mail Clerk**

**Functional Responsibilities:** Perform and expedite all mail and correspondence activities, including opening, logging, sorting, metering, and...
distributing all incoming mail from the Post Office. Label and bag all bulk mail, and ensure proper mail pickup and delivery to designated locations. Report any problem to the Mailroom Supervisor immediately. Maintain all equipment and work areas. Notify the Mailroom Supervisor of any supply shortage. In addition, Mail Clerks will perform the following tasks: verify invoices and the receipt of all mail deliveries and enter data into automated systems to generate mail labels and periodic reports and process classified and other sensitive documents and correspondences, and destroy classified material using established procedures as directed. Other primary duties include scheduled mail runs, handling and distribution of classified and sensitive documents and interoffice/intracompany mail, maintain quality control, handle various administrative duties, and train new employees.

**Minimum Education:** High School Diploma or GED

**Minimum Years of Experience:** 2 years

**Messenger Courier**

**Functional Responsibilities:** Deliver messages, documents, packages and mail to various business concerns or governmental agencies on foot or bicycle. May perform miscellaneous errands, such as carrying mail to and from the post office and sorting or opening incoming and outgoing mail. May obtain receipts for articles delivered and keep a log of items received and delivered. May deliver items to offices and departments within establishments.

**Minimum Education:** High School Diploma or GED

**Minimum Years of Experience:** 2 years

**Light Truck Driver**

**Functional Responsibilities:** Serves as a distribution and mail assistant responsible for the operations of the mailroom to include mail processing, mail directory services and mail redirect to provide service equal to that provided by the U.S. Postal Service in the private sector. Directs the mail operations of incoming materials, routing materials, and processing outgoing materials. Receives and sorts communications into such categories as mail to be opened, mail to be sorted unopened, mail to be recorded or given special handling. Maintains control system for the accountability of special communications. Routes unopened mail to organizational segments or individuals. Opens, reads, and analyzes all official incoming mail for the purpose of determining subject matter, the appropriate action office, the need for multiple routings, etc. Assigns suspense dates when required. Receives and distributes electronic messages to appropriate offices. Sorts and distributes communication and correspondence generated within the agency. Prepares control records for accountability for certain security classified documents or registered mail. Prepares mail for dispatching including bundling and bagging mail according to USPS regulations. Segregates material that requires special handling, such as airmail, special delivery, registered, express, and foreign mail. Assists personnel in locating material, resolving mail problems, and preparing outgoing communications in accordance with pertinent regulations. Prepares and delivers boxes of printing, samples, and mail as required. Drives automobiles and trucks (up to and including 1-ton capacity) to transport mail, distributions, articles, and materials throughout the installation and on public roads for long and short hauls. Loads and unloads to ensure that vehicle is not loaded beyond the rated capacity. Completes trip tickets and preventive maintenance service records. Fills out driver’s accident report in case of an accident. Perform driver’s maintenance in accordance with established rules and regulations.

**Minimum Education:** High School Diploma or GED
Minimum Years of Experience: 2 years

**Medium Truck Driver**

**Functional Responsibilities:** In addition to the requirements identified above for Light Truck Driver I, Medium Truck Driver shall perform the following tasks: Operate Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels. Review and update a variety of publications concerning mail delivery, distribution, postal operations, and professional associate’s mail. Possess knowledge of grammar, spelling, capitalization, punctuation, and terminology commonly used in postal operations. Ensure that all regulations are current and posted.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 2 years

**Administrative Support**

**Functional Responsibilities:** In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records, and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 2 years

**Business Analyst**

**Functional Responsibilities:** Responsible for data collection, management, data integrity, statistical analysis and preparing and generating all routine daily, monthly and special reports to support operations and business intelligence to ensure consistent tracking and reporting of operational performance data. Develops and prepares recurring and special reports, allocation tables, and allotments for various business process services across public and private sector accounts. Prepares abstract summaries of analyzes of document management, facilities and business support services. Maintain a thorough understanding of reporting requirements and assists in the collection and compilation of operational data in support of preparation and distribution of reports and analyzes results. Performs data entry and monitors data entry process; recommends and implements policies, procedures and guidelines for data collection and entry as needed. Develops data management platform, design tables, queries, and reports using various statistical software in support of analysis and studies. Identify needs and sources for information across functional areas. Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of operational data. Develops and produces accurate and timely routine and special reports, and data retrievals for staff as needed. Implement and conduct quality control checks to confirm accuracy of data collection and entry processes to ensure the accuracy of all public reports. Stay abreast of data management technology and integrity procedures and presents information to staff when changes can be made to improve our systems.

Minimum Education: Associates
Minimum Years of Experience: 3 years

**Shipping & Receiving Clerk**

Functional Responsibilities: The Shipping/Receiving Clerk performs clerical and physical tasks in connection with shipping goods of the establishment in which employed and receiving incoming shipments. In performing day-to-day, routine tasks, this worker follows established guidelines. In handling unusual non-routine problems, this worker receives specific guidance from supervisor or other officials. This incumbent may direct and coordinate the activities of other workers engaged in handling goods to be shipped or being received. Shipping duties typically involve the following: verifying that orders are accurately filled by comparing items and quantities of goods gathered for shipment against documents; ensuring that shipments are properly packaged, identified with shipping information, and loaded into transporting vehicles, and preparing and keeping records of goods shipped, e.g., manifests, bills of lading. Receiving duties typically involve the following: verifying the correctness of incoming shipments by comparing items and quantities unloaded against bills of lading, invoices, manifests, storage receipts, or other records, checking for damaged goods, insuring that goods are appropriately identified for routing to departments within the establishment, and preparing and keeping records of goods received.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 2 years

**Central Receiving & Warehouse Material Handler**

Functional Responsibilities: This person will perform physical tasks to transport or store materials or merchandise. Duties involve one or more of the following: manually loading or unloading freight cars, trucks, or other transporting devices; unpacking, shelving, or placing items in proper storage locations; or transporting goods by hand truck, cart, or wheelbarrow. Material Handler executes the following: locates and moves materials and parts between work areas of plant to expedite processing of goods, according to pre-determined schedules and priorities, and keeps related record, reviews production schedules inventory reports, and work orders to determine types, quantities, and availability of required material and priorities of customer orders, confers with department supervisors to determine materials overdue and to inform them of location, availability, and condition of materials, locates and moves materials to specified production areas, using cart or hand truck, and records quantity and type of materials distributed and on hand. Work may include the following tasks: Power-Truck Operator or Automated Hand Truck operation to expedite movement of materials between storage and production areas, compare work ticket specifications with material at workstations to verify appropriateness of material in use, prepare worker production records and timecards, and may update and maintain inventory records, using computer terminal. This worker may operate hand or power trucks in performing warehousing duties.

Minimum Education: High School Diploma or GED

Minimum Years of Experience: 2 years

**Inventory & Supply Specialist**

Functional Responsibilities: This position performs limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, and property utilization) related to depot, local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of
technical supply management operations; or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements together with specific variations in or from standardized guidelines. Assignments require.

*Minimum Education:* High School Diploma or GED

*Minimum Years of Experience:* 2 years

**Forklift Operator**

*Functional Responsibilities:* The Forklift Operator operates a manually controlled gasoline, electric or liquid propane gas powered forklift to transport goods and materials of all kinds within a warehouse, manufacturing plant, or other establishment.

*Minimum Education:* High School Diploma or GED

*Minimum Years of Experience:* 2 years

**Stock Clerk**

*Functional Responsibilities:* The Stock Clerk receives, stores, and issues equipment, materials, supplies, merchandise, foodstuffs, or tools, and compiles stock records of items in stockroom, warehouse, or storage yard. This worker sorts or weighs incoming articles to verify receipt of items on requisition or invoice, examines stock to verify conformance to specifications, stores articles in bins, on floor or on shelves, according to identifying information, such as style, size or type of material, fills orders or issues supplies from stock, prepares periodic, special or perpetual inventory of stock, and requisitions articles to fill incoming orders. This worker also compiles reports on use of stock handling equipment, adjustments of inventory counts and stock records, spoilage of or damage to stock, location changes, and refusal of shipments, may mark identifying codes, figures, or letters on articles, may distribute stock among production workers, keeping records of material issued, may adjust or repairs to articles carried in stock, and may cut stock to site to fill order.

*Minimum Education:* High School Diploma or GED

*Minimum Years of Experience:* 2 years

<table>
<thead>
<tr>
<th>Substitution Matrix</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Associate's Degree</strong></td>
</tr>
</tbody>
</table>

12
# SERVICES PRICING

<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Records Tech</td>
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<td>$39.76</td>
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<td>Team Lead</td>
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**SCA/SCLS Matrix**

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<tr>
<th>SCLS Eligible Contract Labor Category/Fixed Price Service</th>
<th>SCLS Equivalent Code Title</th>
<th>WD Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Clerk**</td>
<td>01111 – General Clerk I</td>
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<tr>
<td>Messenger Courier**</td>
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<td>Medium Truck Driver**</td>
<td>31362 – Truckdriver, Medium</td>
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<tr>
<td>Administrative Support**</td>
<td>01020 – Administrative Assistant</td>
<td>2015-5637</td>
</tr>
<tr>
<td>Shipping &amp; Receiving Clerk**</td>
<td>21130 – Shipping/Receiving Clerk</td>
<td>2015-5637</td>
</tr>
<tr>
<td>Central Receiving &amp; Warehouse Material Handler**</td>
<td>21050 – Material Handling Laborer</td>
<td>2015-5637</td>
</tr>
<tr>
<td>Inventory &amp; Supply Specialist**</td>
<td>21410 – Warehouse Specialist</td>
<td>2015-5637</td>
</tr>
<tr>
<td>Forklift Operator**</td>
<td>21020 – Forklift Operator</td>
<td>2015-5637</td>
</tr>
<tr>
<td>Stock Clerk**</td>
<td>21150 – Stock Clerk</td>
<td>2015-5637</td>
</tr>
</tbody>
</table>

The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (**) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide).
# PRODUCT PRICING

<table>
<thead>
<tr>
<th>SIN</th>
<th>MANUFACTURER NAME</th>
<th>PART NUMBER</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA PRICE</th>
<th>COO</th>
</tr>
</thead>
<tbody>
<tr>
<td>561499M</td>
<td>TZ</td>
<td>PAD-TZ50</td>
<td>50 LOCKER UNIT BANK</td>
<td>The TZ SMArt Day Locker Management System is a state-of-the-art, end-to-end customizable solution that enables the complete management and control of secure locker enclosures in accordance with defined workflow and operational practices. The System comprises a network of TZ SMArt Locking Devices that provide security and management of locker units at a locker bank, within a fully integrated locker infrastructure. At the local locker bank level, locker units are accessed via secure RFID swipe card authentication or if preferred, a touchscreen interface can be deployed to provide a broader range of locker preference options to the User.</td>
<td>$28,785.49</td>
<td>US</td>
</tr>
<tr>
<td>561499M</td>
<td>TZ</td>
<td>PAD-TZ100</td>
<td>100 LOCKER UNIT BANK</td>
<td>The TZ SMArt Day Locker Management System is a state-of-the-art, end-to-end customizable solution that enables the complete management and control of secure locker enclosures in accordance with defined workflow and operational practices. The System comprises a network of TZ SMArt Locking Devices that provide security and management of locker units at a locker bank, within a fully integrated locker infrastructure. At the local locker bank level, locker units are accessed via secure RFID swipe card authentication or if preferred, a touchscreen interface can be deployed to provide a broader range of locker preference options to the User.</td>
<td>$57,570.98</td>
<td>US</td>
</tr>
<tr>
<td>561499M</td>
<td>TZ</td>
<td>PAD-TZ150</td>
<td>150 LOCKER UNIT BANK</td>
<td>The TZ SMArt Day Locker Management System is a state-of-the-art, end-to-end customizable solution that enables the complete management and control of secure locker enclosures in accordance with defined workflow and operational practices. The System comprises a network of TZ SMArt Locking Devices that provide security and management of locker units at a locker bank, within a fully integrated locker infrastructure. At the local locker bank level, locker units are accessed via secure RFID swipe card authentication or if preferred, a touchscreen interface can be deployed to provide a broader range of locker preference options to the User.</td>
<td>$86,356.47</td>
<td>US</td>
</tr>
<tr>
<td>561499M</td>
<td>TZ</td>
<td>PAD-INSTALL</td>
<td>TECHNICAL SERVICES</td>
<td>TECHNICAL SERVICES (Installation &amp; training)</td>
<td>$3,710.63</td>
<td>US</td>
</tr>
<tr>
<td>SIN</td>
<td>MANUFACTURER NAME</td>
<td>PART NUMBER</td>
<td>PRODUCT NAME</td>
<td>PRODUCT DESCRIPTION</td>
<td>GSA PRICE</td>
<td>COO</td>
</tr>
<tr>
<td>---------</td>
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<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>-----</td>
</tr>
<tr>
<td>511210</td>
<td>TZ</td>
<td>PAD-TZSWMAINT</td>
<td>TZ COURIER SOFTWARE</td>
<td>Terms Software - Annual License. TZ’s software architecture is designed as an extensible framework that operates in its simplest form as a stand-alone system with a localized client application at the Locker Bank managing workflow implementation. The software infrastructure can be extended into a fully integrated and networked platform that synchronizes Locker Banks with an enterprise level centralized Locker Management system for remote system management, real-time Locker reservation, live Locker monitoring, reporting and operational control. The System is also designed to integrate and interface with back-end third party systems for end-to-end functionality.</td>
<td>$1,349.32</td>
<td>US</td>
</tr>
<tr>
<td>561499M</td>
<td>RaySecur</td>
<td>P-MSS</td>
<td>Purchase MailSecur Scanner</td>
<td>Purchase MailSecur Scanner. Real-time Video Mail Screening. MailSecur uses safe millimeter wave (mmWave) technology to quickly identify packages with potential threats. Our mmWave scanners have 10x greater sensitivity than the mmWave tech used by the U.S. government in airports. MailSecur’s mmWave tech provides superior threat detection, showing even the smallest objects in real-time 3D video. Most conventional X-ray scanners can only show static, 2D images. mmWave tech is so safe that operators do not need costly training and certification to use it – unlike X-ray technologies.</td>
<td>$64,609.57</td>
<td>US</td>
</tr>
<tr>
<td>561499M</td>
<td>RaySecur</td>
<td>P-MSS-Service</td>
<td>Purchase MailSecur Scanner - Service Package</td>
<td>Service Package for Purchase MailSecur Scanner. A service agreement is required for the duration of the 60 month term and it includes extended warranty, maintenance, calibration. It is all inclusive and the service package is billed annually at the beginning of the service period. The service package is all-inclusive and not a la carte.</td>
<td>$5,398.49</td>
<td>US</td>
</tr>
<tr>
<td>561499M</td>
<td>RaySecur</td>
<td>P-MSS-Agreement</td>
<td>Purchase Agreement MailSecur Scanner with Service Package</td>
<td>Purchase MailSecur Scanner with Service Package. A service agreement is required for the duration of the 60 month term and it includes extended warranty, maintenance, calibration. Billed monthly.</td>
<td>$1,526.70</td>
<td>US</td>
</tr>
<tr>
<td>SIN</td>
<td>MANUFACTURER NAME</td>
<td>PART NUMBER</td>
<td>PRODUCT NAME</td>
<td>PRODUCT DESCRIPTION</td>
<td>GSA PRICE</td>
<td>COO</td>
</tr>
<tr>
<td>-------</td>
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<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>561499M</td>
<td>RaySecur</td>
<td>R-MSS</td>
<td>Rent MailSecur Scanner</td>
<td>Rent MailSecur Scanner. Real-time Video Mail Screening. MailSecur uses safe millimeter wave (mmWave) technology to quickly identify packages with potential threats. Our mmWave scanners have 10x greater sensitivity than the mmWave tech used by the U.S. government in airports. MailSecur’s mmWave tech provides superior threat detection, showing even the smallest objects in real-time 3D video. Most conventional X-ray scanners can only show static, 2D images. mmWave tech is so safe that operators do not need costly training and certification to use it – unlike X-ray technologies.</td>
<td>$1,387.91</td>
<td>US</td>
</tr>
<tr>
<td>561499M</td>
<td>RaySecur</td>
<td>R-MSS-Service</td>
<td>Rent MailSecur Scanner - Service Package</td>
<td>Service Package for Rent MailSecur Scanner. A service agreement is required for the duration of the 60 month term and it includes extended warranty, maintenance, calibration. It is all inclusive and the service package is billed annually at the beginning of the service period. The service package is all-inclusive and not a la carte.</td>
<td>$5,398.49</td>
<td>US</td>
</tr>
<tr>
<td>561499M</td>
<td>RaySecur</td>
<td>R-MSS-Agreement</td>
<td>Rent Agreement MailSecur Scanner with Service Package</td>
<td>Rent MailSecur Scanner with Service Package. A service agreement is required for the duration of the 60 month term and it includes extended warranty, maintenance, calibration. Billed monthly.</td>
<td>$1,837.78</td>
<td>US</td>
</tr>
</tbody>
</table>
NOTE: In accordance with Clause 552.212-4(s), the terms of solicitation 47QSMD20R0001 take precedence over any Commercial Supplier Agreement (CSA) incorporated into contract (47QSMA22D08Q7). In addition, Clause 552.212-4(w) incorporates specific language into all awarded CSA’s associated with contract (47QSMA22D08Q7).

1. End User License

a. Application. This TZ Client Software and TZ Asset Manager End User License and Software Maintenance Service Agreement (“EULA”) applies to the Licensed Software, together with any Update that TZ may make available to End User, with or without charge, after the date End User obtained its copy of the Licensed Software, unless the Update, subject to the sole discretion of TZ, is governed by a new end user license agreement, with or without additional consideration, in which event the terms of the new end user license agreement shall be furnished to End User and shall govern. End User, without further action, shall be deemed to have agreed to the terms of the new end user license upon use of the Update. For the purpose of avoiding any doubt, TZ is under no obligation to furnish, with or without consideration, an Update to the Licensed Software.

b. Grant of Limited License to End User. Subject to the condition precedent that all licensing fees and other charges and expenses have been collected, TZ grants to End User a personal, nonexclusive, non-transferable, royalty free revocable license to use one (1) copy of the Licensed Software, together with any Update (absent the Update governed by a new end user license agreement) in object form solely in conjunction with and to operate the Product, subject to the terms set forth in this EULA, together with the terms of the Related Documents. End User acknowledges that TZ may monitor End User’s compliance with the use restrictions including remotely and by allowing TZ upon reasonable notice to examine End User’s premises and such other locations where the Product and Licensed Software and Update thereto are utilized. For purpose of avoiding any doubt, (i) the Licensed Software and any Update, if applicable, is strictly licensed and not sold to End User and (ii) End User may only install and/or operate the Licensed Software and any Update, if applicable, equivalent to the number of licenses purchased and paid for by End User.

c. Reservation of Rights. The Licensed Software and/or any Update thereto are protected by copyright and patent laws, international treaties and other applicable laws in the country of usage and without limitation in the United States, and Australia. Subject to the limited revocable license granted to End User as set forth in Sections 1(b) and 4(b) and (c), TZ solely and exclusively owns and retains all right, title and interest in and to the Licensed Software, any Update, the Related Documents and the Documentation including, without limitation, all copyrights, patents, patent applications, trade secrets, and other intellectual property rights. End User’s possession, installation, or use of the Licensed Software, Update thereto, the Related Documents and the Documentation does not transfer to End User nor shall End User acquire any right, title and/or interest to the intellectual property embodied therein, except as strictly granted by this EULA. Without limiting the foregoing, End User acknowledges and agrees that nothing herein shall constitute a sale and/or conveyance of title to the Licensed Software and any Update thereto, including, but not limited to, any copies and portions thereof, together with the Related Documents and the Documentation.

d. Software Update. TZ may make available to End User an Update to the Licensed Software in such form and format and on such media as TZ, in its sole discretion, deems appropriate. TZ User may use an Update only to update or replace a previous version. In the event End User installs an Update, End User is strictly prohibited from continuing to use the previous version of the software separately.

e. Restrictions. End User shall not and agrees not to sell, lease, license, rent, loan, or otherwise transfer, with or without consideration, the Licensed Software, any Update thereto, the Related Documents and the Documentation. End User shall keep the Documentation to the extent, if at all provided to End User, secret and confidential employing no less than commercially reasonable efforts. End User is strictly prohibited from attempting to derive the source code, reverse engineering, decompiling, decrypting, disassembling and/or creating any derivative software of the Licensed Software, and any Update, if applicable. In the event the foregoing restriction is in violation of applicable law, End User forever waives any and all rights to attempt to derive the source code, reverse engineer, decrypt, compile, disassemble and/or create any derivative software of the Licensed Software and any Update. End User shall not copy and/or reproduce, in whole or in part, in any manner the Licensed Software, any Update, the Related Documents and/or the Documentation. Without the prior written approval of TZ, End User shall not extend the use and/or the benefit of the Licensed Software and Update thereto to any person and/or entity other than End User via, without limitation, a timesharing, network, service bureau and/or any other arrangement on a temporary and/or permanent basis. End User shall not remove any proprietary notices and labels on the Licensed Software, any Update thereto, the Related Documents and the Documentation. All rights not expressly granted under this EULA to End User are expressly reserved by TZ.

f. U.S. Government License Rights. The Licensed Software, any Update and Related Documents are each a “Commercial Item,” as defined by 48 C.F.R. 2.201, consisting of “commercial computer software” and “commercial computer software documentation,” as defined by 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government end users acquire the use of Licensed Software, Update and Related Documents with only those rights as are granted to other end users pursuant to the terms of this EULA.
Export Restrictions. End User shall not export or re-export the Licensed Software and any Update thereto in violation of any applicable laws and/or regulations including, without limitation, U.S. export laws and/or regulations and/or the laws and/or regulations of the country in which the Licensed Software and any Update thereto was first acquired.

2. Software Maintenance Services

a Scope of Software Maintenance Services. During the Software Maintenance Period, TZ will provide the services described in Sections 2(b) and 2(c) (collectively, “Software Maintenance Services”). If TZ performs any services outside the scope of the Software Maintenance Services, which End User acknowledges and agrees that TZ is not obligated to perform including, but not limited to, services requested by End User in accordance with Section 2(d) (Other Errors) and/or services required due to acts, omissions and/or events set forth in Section 2(e) (Limitations and Exclusions), such services shall be rendered, if at all, at End User’s sole expense. TZ’s obligation under this EULA is solely to undertake the agreed Software Maintenance Services and not to achieve, without limitation, technical, economical, and/or other results.

b Support. Unless otherwise agreed in writing between TZ and End User, TZ during the Business Day no later than two (2) Business Days following request, absent exigent circumstances, the finding of which shall be subject to the sole discretion of TZ, shall subject to its sole discretion, assign to the Problem a severity level. TZ reserves the right, in its sole discretion, to downgrade at any time and from time to time the assigned severity level: (i) if the Problem is determined to be less severe than originally reported and/or assessed by TZ; and/or (ii) as TZ provides solution(s) to lessen the impact of the Problem. In the event TZ in its opinion is unable to effectively provide Support due to End User’s failure to provide required information to TZ and/or reasonably cooperate as requested by TZ, TZ may, subject to its sole discretion, immediately cease providing Support. The Support may resume, subject to TZ having received adequate assurance from End User that the information required to correct the Problem and/or as otherwise reasonably requested by TZ will be provided in a timely manner. If TZ specifies any response and resolution times (collectively, “Response Times”), which Response Times may be revised from time to time by TZ, subject to its sole discretion, such Response Times shall constitute mere targets only and TZ shall not under any and all circumstances whatsoever be liable to End User for any delay and/or any damages of any kind and/or nature whatsoever that may result from failing to meet such target Response Times.

c Problem Reporting, Response, Resolution and Escalation. End User shall inform TZ of a Problem by providing the information required to correct the Problem and/or as otherwise reasonably requested by TZ. Based upon the information provided, TZ will, subject to TZ’s sole discretion, assign to the Problem a severity level. TZ reserves the right, in its sole discretion, to downgrade at any time and from time to time the assigned severity level: (i) if the Problem is determined to be less severe than originally reported and/or assessed by TZ; and/or (ii) as TZ provides solution(s) to lessen the impact of the Problem. In the event TZ in its opinion is unable to effectively provide Support due to End User’s failure to provide required information to TZ and/or reasonably cooperate as requested by TZ, TZ may, subject to its sole discretion, immediately cease providing Support. The Support may resume, subject to TZ having received adequate assurance from End User that the information required to correct the Problem and/or as otherwise reasonably requested by TZ will be provided in a timely manner. If TZ specifies any response and resolution times (collectively, “Response Times”), which Response Times may be revised from time to time by TZ, subject to its sole discretion, such Response Times shall constitute mere targets only and TZ shall not under any and all circumstances whatsoever be liable to End User for any delay and/or any damages of any kind and/or nature whatsoever that may result from failing to meet such target Response Times.

d Other Errors. If TZ believes that an error reported by End User may not be due to a Problem, is otherwise outside the scope of the Software Maintenance Services and/or falls within the scope of Section 2(e) (Limitations and Exclusions), TZ shall notify End User and End User may then either: (i) direct TZ to proceed with services regarding said error at End User’s possible expense (“End User’s Possible Expense”) as provided for in this Section 2(d) which End User agrees to; or (ii) advise TZ that End User does not desire that the error be pursued, in which case TZ may elect, at its sole discretion, not to pursue the error without liability therefor. In the event End User requests that the error be pursued at End User’s Possible Expense and the error is corrected but such error is not due to a Problem, is otherwise outside the scope of the Software Maintenance Services and/or falls within the scope of Section 2(e) (Limitations and Exclusions), which determination shall be made solely by TZ, subject to its sole discretion, End User shall and agrees to pay TZ its standard charges (for labor and materials) that are in than in effect for correcting such error and End User shall submit payment within thirty (30) days of the date of TZ’s invoice.

e Limitations and Exclusions. TZ shall not be obligated to provide Software Maintenance Services if a Problem is caused by or related to: (i) End User’s mishandling, abuse, misuse and/or use of the Licensed Software and any Update thereto, other than in accordance with TZ’s Documentation and Related Documents; (ii) use of the Licensed Software and any Update thereto with media, interfacing, supplies, hardware, accessories, products and/or software that was not expressly approved in writing by TZ for use with the Product; (iii) changes to End User’s environment in which the Licensed Software and any Update thereto was initially used; (iv) acts and/or omissions of persons other than TZ; (v) installation, maintenance, and/or repair of the Licensed Software and any Update thereto by End User and/or a third party, except if authorized in writing by TZ; (vi) working around any technical limitations; (vii) fire and other casualties; and (viii) failure to implement any and all Updates and/or other new releases of software (collectively, “New Releases”) made available to End User, with or without cost, (provided however, for the avoidance of doubt, TZ is not obligated to make available any minimum number of New Releases). End User shall also not be obligated to provide Software Maintenance Services and/or any other services for: (a) the Licensed Software and any Update thereto that has been modified other than by TZ, unless such modification was approved by TZ in writing and made in strict conformance with all instructions, documentation and specifications provided by TZ in writing; (b) the
provide any Software Maintenance Services for any version of the Licensed Software and any Update thereto that has been discontinued more than twelve (12) months prior to a request for software maintenance services.

f Payment. TZ may invoice End User in advance (excepting for an End User Possible Expense) for the performance of Software Maintenance Services not included free of charge pursuant to the terms of this EULA, at TZ’s standard rates for labor and materials at which time such labor and materials are furnished. TZ, upon request of End User, shall furnish an estimate of TZ’s charges for labor and materials prior to the commencement of any work, End User shall submit payment within thirty (30) days of the invoice date.

3. Limited Warranty (Licensed Software and Software Maintenance Services) and Limitation and Exclusion of Damages

a Limited Warranty for Licensed Software. TZ solely warrants that the Licensed Software in accordance with the Limited Warranty during the Limited Warranty Period For The Licensed Software. In the event TZ furnishes to End User an Update for additional consideration which is not governed by a new end user license agreement, TZ solely warrants that the Update shall perform in accordance with the Limited Warranty during the Limited Warranty Period For The Update (hereinafter the Limited Warranty Period For The Licensed Software and the Limited Warranty Period For The Update are collectively referred to as the “Limited Warranty Period”). The Limited Warranty does not apply to Damage and/or to expendable and/or consumer parts to the Licensed Software and Update thereto.

Subject to the foregoing, in the event TZ receives notice sent via email at support@TZ.net from End User prior to the expiration of the Limited Warranty Period that the Licensed Software and any Update thereto does not perform substantially in accordance with the Documentation specifying the claimed defect (“Notice of Defect”), TZ shall as soon as practical, but in no event later than ten (10) Business Days following receipt of notice, subject to its sole discretion, either refund End User’s purchase price or replace the Licensed Software and any Update thereto with a new copy or the functional equivalent at TZ’s cost and expense as End User’s sole and exclusive remedy. Upon receipt of such notice, TZ will then contact End User and provide details on the refund or replacement process.

That notwithstanding any term of this EULA that may be to the contrary, End User shall have no warranty claim and forever waives all warranty claims under this EULA, unless TZ receives End User’s Notice of Defect within thirty (30) days after the date End User knew of or should have known of the defect and prior to the expiration of the Limited Warranty Period.

This limited warranty gives end user specific legal rights and end user may have other rights which may vary from state to state and country to country. The waiver and limitation of damages set forth in section 5(a) applies to breach of this limited warranty. However, section 5(a) may not apply to end user for some states and countries do not permit the waiver and/or limitation of indirect, consequential, incidental and special, damages and/or other damages.

b Limited Warranty for Software Maintenance Services. Subject to the terms of this EULA, TZ warrants that the Software Maintenance Services shall be performed in a competent and professional manner as determined by TZ (“Software Maintenance Services Limited Warranty”).

The software maintenance services limited warranty gives end user specific legal rights and end user may have other rights which may vary from state to state and country and country. The waiver and limitation of damages set forth in section 5(a) applies to breach of the software maintenance services limited warranty. However, section 5(a) may not apply to end user for some states and countries do not permit the waiver and/or limitation of special, incidental, indirect, consequential damages and/or other damages.

c Disclaimer of Warranties. Except as specified in sections 3(a) and 3(b) and to the extent permitted by applicable law, TZ disclaims all express representations, indemnities, guarantees, conditions, duties and warranties with regard to any software maintenance services, the licensed software and updates thereto whether by statute, common law, custom and/or otherwise regardless of the legal and/or equitable theory on which such implied warranty, indemnity, guaranty, condition, duty or representation may be based, including, without limitation, contract, tort, course of dealing, usage and/or trade practice, except for the expressed limited warranty set forth above.

To the maximum extent permitted by applicable law, TZ disclaims and disavows all implied warranties, indemnities, guarantees, conditions, duties and representations including, but not limited to, any and all implied warranties of merchantability, fitness for a particular purpose, and non-infringement whether by statute, common law, custom and/or otherwise, regardless of the legal and/or equitable theory on which such implied warranty, indemnity, guaranty, condition, duty or representation may be based, including, without limitation, contract, tort, course of dealing, usage and/or trade practice. TZ does not warrant and disclaims that the operation of the licensed software and update thereto will be uninterrupted or error free. TZ does not warrant and disclaims that the licensed software and update thereto will operate in hardware and in combination with other software, except if provided by TZ and/or that the licensed software and/or update thereto will meet end user’s requirements.

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4. Term and Termination

a Term and Renewal. TZ shall only provide Software Maintenance Services during the Software Maintenance Period, which shall not be automatically renewed. If End User desires to obtain Software Maintenance Services following the Software Maintenance Period, End User shall submit to TZ in writing a new order. Nothing herein obligates TZ to accept such new order. Rates for subsequent Software Maintenance Periods may vary. Additional fees may apply if End User allows the Software Maintenance Services to lapse, and wishes to resume such Software Maintenance Services at some future date.

b Termination for Cause. Either party may terminate this EULA by written notice, effective immediately, if the other party fails to cure any material breach of this EULA within thirty (30) days after receiving a written notice from the non-breaching party setting forth with reasonable specificity the alleged material breach. For purpose of avoiding any doubt, the limited license granted End User under this EULA is only effective until terminated pursuant to the terms of this EULA.

c Consequences. In the event that End User terminates this EULA for cause because of TZ’s material breach, End User shall be entitled to receive a proportionate credit equal to any fees with respect to the Software Maintenance Services applicable to the thirty (30) days immediately preceding the date of termination. End User shall not under any circumstances be entitled to receive a refund. If TZ terminates this EULA due to End User’s material breach, End User shall return to TZ all the Licensed Software and any Updates thereto, TZ’s Confidential Information (and other tangibles and intangibles received in connection with the Licensed Software, any Updates thereto and Software Maintenance Services without retaining any copies thereof) and all licenses granted to End User under this EULA for the Licensed Software and any Update thereto shall automatically be revoked without further notice. Under no circumstances whatsoever is End User entitled to a refund and/or credit in the event TZ terminates this EULA for cause because of End User’s material breach.

5. Waiver and Limitation of Damages

a Limitation of Direct Damages. The maximum liability of end user in the aggregate for actual direct damages to TZ, and the maximum liability of TZ, together with TZ’s representatives to end user for actual direct damages arising under the terms of this EULA including, but not limited to, for breach and/or in tort, strict liability and/or under any other theory at law and/or at equity shall not exceed in the aggregate the fee charged end user by TZ for the licensed software and any update thereto which gave rise to the claim (each, “liquidated damages for direct damages”). TZ and end user agree that the amount of liquidated damages for direct damages is just compensation based upon at this time a reasonable forecast of the loss, harm and/or damages that each party may sustain and the damages that may result are impossible or very difficult to estimate accurately. TZ and end user acknowledge and agree that each party accepts the terms of this provision freely and without compulsion and/or duress for the terms are commercially reasonable.

Waiver of Consequential Damages and in the Alternative Limitation of Consequential Damages. TZ, together with TZ’s representatives shall not be liable to end user and end user shall not be liable to TZ for indirect, consequential, incidental special damages and/or punitive damages (collectively, “consequential damages”) arising from and/or related to the subject matter of this EULA including, but not limited to, the use or inability to use the licensed software and any update thereto, resulting from and/or arising from any breach of this EULA, together with any breach of any duty and/or condition under any theory of law and/or equity whatsoever including, but not limited to, loss of use, loss of revenue, loss of actual or anticipated profits (including loss of primary and secondary profits); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of damage to or corruption of data; or any damages (excluding compensatory damages as set forth in the preceding paragraph) whatsoever howsoever caused (collectively, “waiver of consequential damages”). In the event the waiver of consequential damages is held by a court of competent jurisdiction by a final order, subject to exhaustion of all rights of appeal, to be unenforceable, the maximum liability of end user in the aggregate for consequential damages against TZ, together with TZ’s representatives and the maximum liability of TZ in the aggregate against end user for consequential damages shall not exceed in the aggregate the fee charged end user by TZ for the licensed software and any update thereto which gave rise to the claim or the fee charged end user by TZ for the software maintenance services which gave rise to the claim (“liquidated damages for consequential damages”). TZ and end user agree that the amount of liquidated damages for consequential damages is just compensation based upon at this time a reasonable forecast of the loss or harm or damages that each party may sustain and the consequential damages that may result are impossible or very difficult to estimate accurately. TZ and end user acknowledge and agree that each party accepts the terms of this provision freely and without compulsion and/or duress for the terms are commercially reasonable. This foregoing waiver and limitations of damages provisions applies to all claims whatsoever, in law and in equity, including, without limitation, for breach of contract, breach of guaranty or condition, breach of warranty, negligence, strict liability and/or any other tort to the extent not in violation of applicable law, except as expressly set forth otherwise TZ and end user acknowledge and agree that the foregoing waiver limitations of damages provisions applies even if (i) the limitation results in a party not receiving full compensation for all losses it may sustain; (ii) either party knew or should have known about the possibility of damages and/or (iii) the remedy fails of its essential purpose.
This section 5(a) may not apply for some states and countries do not permit the waiver and/or limitation of consequential damages. TZ disclaims and disavows any representation that it will be able to service, repair and/or replace the licensed software and updates thereto without risk to or loss of and/or corruption of the software program and/or data all of which risk end user fully assumes.

This Section 5 does not apply to breach of Sections 1(b) and/or 1(e) by End User and to 7(c) with respect to an award of Attorney’s Fees and Litigation Expenses to the prevailing party.

6. Indemnification

Subject to the terms of Section 5, End User shall defend, indemnify and hold TZ harmless from and against any and all claims, demands, liabilities, losses, penalties, causes of action and judgments, and damages, together with reasonable attorney’s fees, litigation expenses (including, but not limited to, professional fees) and costs pertaining to, arising from and/or relating to a breach of this EULA by End User, its employees, contractors, agents and/or representatives including, but not limited to, the use by End User of the Licensed Software and any Update thereto in violation of applicable law.

7. Miscellaneous

a Definitions:

i “Acceptance Date of the Licensed Software” shall mean the date that End User is notified by TZ or its authorized representative (oral notice is sufficient) that the Licensed Software has been installed in the Product, tested and is operational;

ii “Acceptance Date of an Update to the Licensed Software” shall mean the date that End User is notified by TZ or its authorized representative (oral notice is sufficient) that the Update is available to End User for installation in the Product by End User if directed by TZ to install or the event TZ elects to install the Update in the Product, the date that End User is notified by TZ or its authorized representative (oral notice is sufficient) that the Update has been installed in the Product, tested and is operational;

iii “Business Day” shall mean Monday-Friday 9:00 a.m. to 5:00 p.m. EST, excepting public holidays;

iv “Confidential Information” shall mean and include, without limitation, scientific and proprietary information, inventions, research and development, patent and applications, technical information, computer programs, know-how, trade secrets, knowledge, designs, drawings, specifications, concepts, data, material, photographs, products, equipment, reports, methods, processes, documentation, methodology, pricing, marketing plans, sales plans, acquisition plans, actual or potential customer lists and/or identifying information, salaries, business affairs, suppliers, vendors, manufacturers, contacts, profits, markets, sales strategies, unique servicing techniques, and any other information that has economic value to TZ and otherwise non-public;

v “Damage” shall mean as a result of accident, misuse, liquid spills, abuse, contamination and/or other external causes; by use outside the usage parameters provided for in the Related Documentation, by software, interfacing, parts and/or supplies not supplied by TZ and/or not approved in writing by TZ; by improper maintenance (except if performed by TZ), use in environmental conditions that do not conform to TZ’s directives; by virus, infection, worm and/or similar malicious code not introduced by TZ; by loss, damage or destruction in transit; by modification, service and/or maintenance by anyone other than TZ and/or TZ authorized representative, absent the prior written approval of TZ and other matters and events beyond the control of TZ;

vi “Documentation” shall mean and include is written text that accompanies the Licensed Software and Update, tangible items that relate to the attributes, capabilities, characteristics and qualities of the Licensed Software and Update, architecture and design relating to environment and construction principles used in the design of the components of the Licensed Software and Updates, technical tangible items relating to the Licensed Software and Update including, but not limited to, code, algorithms, interfaces, and application programming interface.

vii “Licensed Software” shall mean the TZ Client Software and/or the TZ Asset Manager Software, together with any Update, as applicable, subject to TZ and End User entering into this EULA and TZ collecting all license fees. (viii) “Limited Warranty” shall mean that the Licensed Software and Update shall perform substantially in accordance with the applicable Documentation during the Limited Warranty Period;

ix “Limited Warranty Period” shall mean the (a) with respect to the Licensed Software the date commencing on the Acceptance Date and ending ninety (90) days thereafter and (b) with respect to an Update commencing on the earlier of the date installed or used and ending ninety (90) days thereafter, absent earlier termination of the EULA in accordance with its terms;

x “Related Documents” shall mean the User Guidelines and other written documentation which may accompany the Licensed Software and/or otherwise provided to End User relating to the Licensed Software.
xi  “Software Maintenance Period” shall mean the period commencing on the date that End User is notified by TZ or its authorized representative (oral notice is sufficient) that the Licensed Software has been installed in the Product, tested and is operational and ending three hundred sixty five (365) days thereafter, absent earlier termination of the EULA in accordance with its terms;

xii “TZ Representatives” shall mean TZ’s parent, subsidiaries and affiliates, its vendors, suppliers and distributors, together with their respective directors, officers, shareholders, members, managers, employees, agents, independent contractors, and other representatives; and

xiii “Update” shall mean, subject to the discretion of TZ, a new updated or upgraded version of the Licensed Software which may not include all existing software features and/or new features that TZ may release for other versions of the Licensed Software.

b Survival. The earlier termination of this EULA shall not affect the rights and obligations set forth in Sections 2(g) (Payment), 3 (Limited Warranty and Disclaimer), and 4 (Term and Termination), together with such other provisions that evidence the intent of the parties and/or by their nature must survive in order to give effect to this EULA all of which shall survive earlier termination of this EULA.

c Governing Law and Attorney’s Fees. In the event End User acquired the Licensed Software and any Update thereto, if applicable, in the USA, this EULA shall be governed in accordance with the laws of the State of Illinois regardless of conflict of law principles and place of execution. In the event End User acquired the Licensed Software and any Update thereto, if applicable, outside the USA, the laws of the country of acquisition shall govern. This EULA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. In the event a lawsuit is filed relating to the subject matter of this EULA including, but not limited to its enforcement and interpretation, the prevailing party shall be entitled to an award of reasonable attorney’s fees, litigation expenses (including, but not limited to, professional fees) and costs (collectively, “Attorney’s Fees and Litigation Expenses”). Words in this EULA importing the singular shall, where the context so admits, include the plural meaning and vice versa.

d Consumer Rights Not Affected. End User may have additional consumer rights under local law that this EULA may not change.

e Entire Agreement; Severability and Interpretation. This EULA is the entire agreement between TZ and End User relating to the Licensed Software and any Update thereto (absent the Update being governed by a new end user license agreement), the Software Maintenance Services governed by a new software maintenance services agreement, the Documentation and the Related Documents and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Licensed Software and any Update thereto and the Software Maintenance Services or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal by a court of competent jurisdiction subject to exhaustion of all rights of appeal, the remaining provisions shall continue in full force and effect. The captions and headings used in this EULA are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this EULA. The parties acknowledge and agree that each party and its counsel had an opportunity to review this EULA or reviewed this EULA and that the rule/principle of contract construction to the effect that an ambiguity is to be resolved and interpreted against the drafting party shall not be employed in the interpretation of this EULA.

f Assignment and Binding Effect. This EULA, together with the rights and obligations arising hereunder may not be assigned, in whole or in part, without the prior written approval of TZ, which approval TZ shall not unreasonably withhold. In the event TZ agrees to assignment of this EULA at the request of End User, End User and such assignee shall be jointly and severally liable for all obligations and liabilities arising under this EULA. This EULA is binding upon End User, together with End User’s successors and permitted assigns.
1. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not Offered.

2. TERM LICENSE CESSATION

Not Offered.

3. REALLOCATION OF SOFTWARE

1.) The purpose is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be TBD percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

4. SOFTWARE CONVERSIONS

Not Offered.