Federal Supply Service

Authorized Federal Supply Schedule Price List

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

Contract Number: *47QTCA18D001Z*

Period of Performance: *11/10/2017 to 11/09/2022*

DUNS Number: 148041130

Special Item Numbers (SIN) : 132-32 Term Software License, 132-33 Perpetual Software License, 132-34 Maintenance of Software as a Service, and 132-51 Information Technology (IT) Professional Services

Applicable Federal Procurement Data System (FPDS) Codes

FPDS Code	Description
D302	IT Systems Development Services
D306	IT Systems Analysis Services
D307	Automated Information Systems Design and Integration Services
D308	Programming Services
D310	IT Backup and Security Services
D311	IT Data Conversion Services
D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
D316	IT Network Management Services
D399	Other Information Technology Services, Not Elsewhere Classified

R & K Solutions, Inc.
2797 Frontage Rd. NW STE 1000
Roanoke, VA 24017
Phone Number: 540-343-7300
Fax Number: 540-344-5316
www.rksolutions.com

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

CORPORATE OVERVIEW

Since its inception in 1984, R&K has developed, delivered, and supported engineering solutions that meet our clients' needs in the areas of:

- Development of engineering models for facilities life cycle costing
- On-Site Real Property Analysis, Inventory Verification, Space Utilization and Master Planning
- Facilities Management and Performance Measurement
- Engineering Program Integration and Project Management
- Development of Real Property Policies and Regulations
- Chief Financial Officer's Act Reporting Compliance as it pertains to Real property
- Systems Development utilizing the latest technologies

We have a full-time staff of professionals, including Registered Professional Engineers (PE), Microsoft Certified Professionals, Certified Project Management Professionals (PMP), and Certified Planners (AICP). R&K takes prides in its stable and highly qualified staff of professionals that ensure that each project receives thorough and consistent attention throughout its lifecycle. R&K is a leader in executing engineering studies to effect optimization of costs, capacity and conditions for government facilities.

R&K has established itself as a leader in the area of facilities engineering, facilities management and facilities planning, and installation master planning. R&K has developed individual engineering models for hundreds of representative buildings, utility systems and structures, identifying major components and systems for the purpose of identifying, pricing and extending the design life cycles of these facility types. Comprehensive systems have been developed for the Army, Navy, Air Force, Marine Corps, and Defense Logistics Agency that allow the projection of resource requirements into future years, and identify key components requiring replacement and modernization.

We have extensive experience in the validation of real property assets and in updating the various military department and Department of Defense (DoD) databases. Our experience ranges from Department of Defense-wide high level analyses of engineering costs associated with over 240,000 facilities located worldwide to site specific analysis at single military locations.

Our expertise in modeling facilities requirements and costs (sustainment, restoration, and construction) is well known at the federal headquarters level among the Departments of Defense, State and Energy.

Visit our web site at http://www.rksolutions.co m/. For more information or to schedule a visit by R&K personnel, call one of our branch offices.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s). **See Pricing Chart on page 11, 12 and 16.**

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 Pricing Chart on page 11, 12 and 16**

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. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order. **$500,000.00 for SIN 132-51, 132-32, 132-33 and 132-34. And $150,000.00 for SIN 132-100.**

3. Minimum order. **$100.00**

4. Geographic coverage (delivery area). **Domestic and Overseas Delivery.**

5. Point(s) of production (city, county, and State or foreign country).

- **Corporate Office** –

2797 Frontage Rd. NW, Suite 1000
Roanoke, VA 24017
(540) 343-7300
(540) 344-5316 Fax

- **Alexandria Office** -

1737 King Street, Suite 370
Alexandria, VA 22314-2832
(703) 683-7100
(703) 519-9349 Fax

- **San Antonio Office** -

4102 S New Braunfels Avenue
Suite 110-466
San Antonio, TX 78223
(210) 495-9005
(210) 495-9008 Fax

6. Discount from list prices or statement of net price. **See pricing chart of page 11, 12 and 16.**

7. Quantity discounts. **None**

8. Prompt payment terms. **Net 30 Days**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold. **Y**

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **Y**

10. Foreign items (list items by country of origin). **N/A**

11a. Time of delivery. (Contractor insert number of days.) Delivery will be made in accordance with Task Order specifications.

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery. **Need to contact R&K Solutions**

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery. **Need to contact R&K Solutions**

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery. **Need to contact R&K Solutions.**

12. F.O.B. point(s). **Destination**

13a. Ordering address(es).

 - **Corporate Office** –

 2797 Frontage Rd. NW, Suite 1000
 Roanoke, VA 24017

13b. 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.

14. Payment address(es).

- **Corporate Office** –

2797 Frontage Rd. NW, Suite 1000
Roanoke, VA 24017

15. Warranty provision. **See warranty information in the End User License Agreement.**

16. Export packing charges, if applicable. **N/A**

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). **N/A**

18. Terms and conditions of rental, maintenance, and repair (if applicable). **N/A**

19. Terms and conditions of installation (if applicable). **N/A**

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **N/A**

20a. Terms and conditions for any other services (if applicable). **N/A**

21. List of service and distribution points (if applicable). **N/A**

22. List of participating dealers (if applicable). **N/A**

23. Preventive maintenance (if applicable). **N/A**

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **N/A**

24b. 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/. **See www.rksolutions.com**

25. Data Universal Number System (DUNS) number. **148041130**

26. Notification regarding registration in the System for Award Management (SAM) database. **Registered**

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

Please see Attachment A: End User License Agreement (EULA) for a sample EULA on Page 25.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard = commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

** Commercial guarantee/warranty clauses are included in the approved EULA.**

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (540) 343-4154 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM ET to 6 PM ET.

5. SOFTWARE MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a.   The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b.   Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c.   The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d.   The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license,

whichever is the less, minus an amount equal to_____N/A_____% of all term license payments during the period that the software was under a term license within the ordering activity.

8.   TERM LICENSE CESSATION

a.   After a software product has been on a continuous term license for a period of ____N/A_____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b.   The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

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

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

with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

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

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

11.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12.   RIGHT-TO-COPY PRICING

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

PRICE LIST

GoRPM is a comprehensive, strategic planning, software solution used to aggregate and analyze all types of real property and facilities data - incorporating map and floor plan visualizations, automated reporting, and intuitive dashboards with Key Performance Indicator (KPI) visibility to improve operations, identify cost saving opportunities, and inform decision makers across federal agencies.

Rates provided include the Industrial Funding Fee (IFF) of 0.75% and any discounts.

Product / Service	GSA Rate
GoRPM Data Collection Software	
GoRPM Term License (SIN 132-32)	
-Up to five users*	$23,778.34
-1 to 9 additional users**	$133.00
-1 to 9 additional users (named)	$128.56
-10 to 24 additional users	$124.13
-10-24 additional users (named)	$113.35
-25 to 100 additional users	$108.82
-25 to 100 additional users (named)	$104.28
*** Billed Annually**	
**** Per Month Fee billed Monthly or Annually**	
GoRPM Perpetual License (SIN 132-33)	
-Up to five users*	$41,322.42
-1 to 9 additional users**	$4,688.16
-1 to 9 additional users (named)	$4,593.45
-10 to 24 additional users	$4,498.74
-10 to 24 additional users (named)	$3,888.66
-25 to 100 additional users	$3,794.96
-25 to 100 additional users (named)	$3,701.26
***One time charge**	
****License per User**	
GoRPM Maintenance of Software as a Service (SIN 132-34) – Valid for Perpetual License (SIN 132-33)	
-Up to five users*	$7,438.04
-1 to 9 additional users**	$843.87
-1 to 9 additional users (named)	$826.82
-10 to 24 additional users	$809.77
-10-24 additional users (named)	$699.96

-25 to 100 additional users	$683.09
-25 to 100 additional users (named)	$666.23
***Annual Charge**	
****Annual Charge per User**	

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

1.   SCOPE

a.   The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.

b.   The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

a.   Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b.   The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c.   Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3.   ORDER

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

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

4.   PERFORMANCE OF SERVICES

a.   The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b.   The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c.   The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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

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

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

(1)   Cancel the stop-work order; or

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

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

(1)   The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2)   The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6.   INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4

CONTRACT TERMS AND CONDITIONS ☐COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I ☐☐OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7.   RESPONSIBILITIES OF THE CONTRACTOR

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

8.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9.   INDEPENDENT CONTRACTOR

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

10.   ORGANIZATIONAL CONFLICTS OF INTEREST

a.   Definitions.

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

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

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

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

11.   INVOICES

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

12.   PAYMENTS

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

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

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

(1) The offeror;

(2) Subcontractors; and/or

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

13.   RESUMES

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

14.   INCIDENTAL SUPPORT COSTS

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

15.   APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

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

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

Please see the below price list. Rates provided include the Industrial Funding Fee (IFF) of 0.75% and any discounts.

Labor Category	Government Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Principal	$ 246.36	$ 250.79	$ 255.30	$ 259.90	$ 264.58
Senior Program Manager	$ 196.23	$ 199.76	$ 203.36	$ 207.02	$ 210.75
Project Manager	$ 176.97	$ 180.16	$ 183.40	$ 186.70	$ 190.06
Engineer	$ 146.29	$ 148.92	$ 151.60	$ 154.33	$ 157.11
Senior Programmer/Analyst	$ 120.54	$ 122.71	$ 124.92	$ 127.17	$ 129.46
Programmer/Analyst	$ 108.39	$ 110.34	$ 112.33	$ 114.35	$ 116.41
Junior Programmer/Analyst	$ 90.70	$ 92.33	$ 93.99	$ 95.68	$ 97.40
Programmer	$ 69.29	$ 70.54	$ 71.81	$ 73.10	$ 74.42
Senior Subject Matter Specialist	$ 137.51	$ 139.99	$ 142.51	$ 145.08	$ 147.69
Technical Subject Matter Specialist	$ 113.20	$ 115.24	$ 117.31	$ 119.42	$ 121.57
Technical Analyst	$ 117.03	$ 119.14	$ 121.28	$ 123.46	$ 125.68
Junior Technical Analyst	$ 93.62	$ 95.31	$ 97.03	$ 98.78	$ 100.56
Business Management Specialist	$ 111.74	$ 113.75	$ 115.80	$ 117.88	$ 120.00
Training Coordinator	$ 111.25	$ 113.25	$ 115.29	$ 117.37	$ 119.48
CAD Technician	$ 81.75	$ 83.22	$ 84.72	$ 86.24	$ 87.79
Technical Documentation Specialist	$ 121.99	$ 124.19	$ 126.43	$ 128.71	$ 131.03
Technical Writer	$ 72.30	$ 73.60	$ 74.92	$ 76.27	$ 77.64

SIN 132-51 LABOR CATEGORY DESCRIPTIONS

Labor Category	Principal
Minimum Education and Experience	B.A. or B.S. Degree Ten years of corporate level management experience. Thorough understanding of the principles of IT, business, finance and contracting.
Functional Responsibilities	Plans, develops, and establishes IT and related strategic policies and objectives of organization in accordance with board directives and corporation charter. This is a top executive within the organization. Responsible for the performance, operations and profitability regarding IT and related areas of the entire organization. Confers with organization managers to plan IT and related business objectives, to develop IT and related organizational policies to coordinate functions and operations between divisions and departments, and to establish responsibilities and procedures for attaining IT and related objectives. Reviews activity reports and financial statements to determine progress and status in attaining IT and related objectives and revises objectives and plans in accordance with current conditions. Directs and coordinates formulation of IT and related financial programs to provide funding for new or continuing operations to maximize returns on investments, and to increase productivity. Evaluates performance of executives for compliance with established IT and related policies and objectives of firm and contributions in attaining objectives.
Labor Category	**Senior Program Manager**
Minimum Education and Experience	B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems) Eight years of Project Management experience with an emphasis on Information Technology (IT) oriented projects. Thorough understanding of Project Management principles and techniques as prescribed by the Project Management Institute (PMI).
Functional Responsibilities	Manages and coordinates complex or multiple IT and related projects to ensure that implementation and prescribed activities are carried out in accordance with overall corporate objectives. Plans and develops methods and procedures for implementing IT and related programs, directs and coordinates these program activities, and exercises control over personnel responsible for specific functions or phases of the program. Provides high level oversight of all supporting Project Managers helping to resolve resource, schedule, and contract issues as they occur. Selects personnel according to knowledge and experience based on overall program and/or project requirements. Directs and coordinates personally, or through subordinate managerial personnel, activities concerned with implementation and carrying out objectives of the program. Reviews reports and records of activities to ensure progress is being accomplished toward specified objectives and modifies or changes methodology as required to redirect activities and attain those objectives. Prepares program reports for corporate review. Controls expenditures in accordance with budget allocations.
Labor Category	**Project Manager**
Minimum Education and Experience	B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems) Five years of progressive experience on projects using Information Technology (IT) to provide automated solutions to enhance business

	processes. Three years of this experience should be in a managerial or lead role.
Functional Responsibilities	Manages day to day contract execution activities of one or more IT and related projects. Coordinates and facilitates overall IT and related project activities to ensure that implementation and prescribed activities are carried out in accordance with contract scope requirements and associated corporate objectives. Serves as the primary interface with the client. Plans and develops methods and procedures for IT and related project execution, directs and coordinates project activities, and exercises control over personnel responsible for specific functions or phases of project. Develops detailed work plans, schedules, project estimates, resource plans, and status reports. Confers with staff to explain IT and related project schedule, priorities, constraints, and individual responsibilities. Directs and coordinates personally, or through subordinate managerial personnel, activities concerned with implementation and carrying out IT and related project objectives. Overall responsible for maintaining and updating IT and related Project Management related reports/charts in support of client and senior corporate management requirements. Controls expenditures in accordance with budget allocations. May participate in the interviewing and selection process of new and/or replacement resources.
Labor Category	**Engineer**
Minimum Education and Experience	B.S. degree in an Engineering discipline or Professional Registration by a professional board of registration

Four years of experience in IT and related technical analysis, evaluation, and research in the specialized subject matter. |
| **Functional Responsibilities** | Generally works under the direction of Senior Program Manager and/or Project Manager. Performs and oversees systems and network engineering research, design, development and other assignments in accordance with IT and related project requirements. Supports efforts that provide engineering, technical, and managerial direction for problem definition, analysis, requirements development and implementation for complex IT and related systems in the engineering discipline to meet project requirements. May manage IT and related technical and engineering projects of some complexity and importance. Supports initiatives to capture current conditions, identify requirements, propose potential solutions, and capture requirements for associated changes. Performs independent research and prepares specialized studies and ad hoc reports. Assigns, coordinates, and reviews work of more junior staff. Compiles documentation of IT and related project development and any subsequent revisions. Supports the preparation of project management records and reports. |
| **Labor Category** | **Senior Subject Matter Specialist** |
| **Minimum Education and Experience** | B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems)

Seven years of specialized experience in technical analysis, evaluation, and research in the specialized subject matter. Three years of this experience should be in a managerial or oversight role where system automation was used to solve routine business process challenges. |
| **Functional Responsibilities** | Leads subordinate Subject Matter Specialists and other team members in the activities of solving specialized business process challenges. Works closely with the client and users to capture current |

	business processes, identify inefficiencies, propose potential solutions, and capture requirements for associated changes. Conducts and prepares specialized studies and analysis. Assigns, coordinates, and reviews work of more junior analysts. Consults with managerial and systems analysis personnel to clarify system intent, identify potential problems, suggest changes/enhancements, and participate in the planning and execution of system testing. Participates in the development of workflow and/or modeling diagrams with a focus on the end user. Compiles documentation of program development and subsequent revisions. Supports the preparation of project management records and reports.
Labor Category	**Technical Documentation Specialist**
Minimum Education and Experience	B.A. or B.S. degree Seven years' experience producing and maintaining technical documentation with a focus on automated systems and/or the Information Technology (IT) field.
Functional Responsibilities	Produces technical documentation associated with system development initiatives. Types of documentation can cover a broad spectrum and includes; System Requirements Documents, Functional Requirements Documents, System Design Specifications, Test Plans/Procedures, User Manuals, Unified Modeling Language (UML) documentation, system security related documentation, and Systems Interface Agreements (SIA). Translate pseudo-code to a format understandable to a non-technical reader. Research latest changes and modifications to formal documentation requirements and communicate to management. Participate in preparation of Systems Online Help using appropriate software package.
Labor Category	**Technical Analyst**
Minimum Education and Experience	B.A. or B.S. degree with a technical focus (e.g. Engineering, Computer Science, Information Systems) Five years of related experience in conducting technical analysis, evaluation, and research. General knowledge and proficiency with Microsoft Office (or equivalent) suite of applications.
Functional Responsibilities	Provides support in analyzing technical issues, researching relevant information and recommending solutions to client problems. Supports initiatives to capture current conditions, identify requirements, propose potential solutions, and capture requirements for associated changes. Performs independent research and prepares specialized studies and ad hoc reports. Assigns, coordinates, and reviews work of more junior analysts. Consults with managerial and systems analysis personnel to clarify system intent, identify potential problems, suggest changes/enhancements, and participate in the planning and execution of system testing. Participates in the development of workflow and/or modeling diagrams with a focus on the end user. Compiles documentation of program development and subsequent revisions. May supports the preparation of project management records and reports.
Labor Category	**Junior Technical Analyst**
Minimum Education and Experience	A.A. or A.S. Degree with a technical focus (e.g. Engineering, Computer Science, Information Systems)

	Three years of experience in conducting technical analysis, evaluation, and research. General knowledge and proficiency with Microsoft Office (or equivalent) suite of applications.
Functional Responsibilities	Works under the direction of Technical Analysts and/or other senior staff as assigned. Performs research and prepares input for specialized studies and ad hoc reports. Participates in the development of workflow and/or modeling diagrams with a focus on the end user. Compiles documentation of program development and subsequent revisions. May support the preparation of project management records and reports. May also support preparation of Online Help.
Labor Category	**Senior Programmer/Analyst**
Minimum Education and Experience	B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems) Six years of experience in application design/development. Areas of focus can include Enterprise Architecture, System Engineering, Systems Analysis, Relational Database Management Systems, Systems Programming, and Web Application Development.
Functional Responsibilities	Participates in systems analysis and programming initiatives with a focus on the more challenging aspects of system requirements. Plays a major role in the evaluation of requests for new or modified systems to determine feasibility, cost and time required, compatibility with other related systems, and hardware configuration. Formulates plan for system development, using structured analysis and design. Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Submits plans for management and/or client approval. Prepares flowcharts and/or modeling diagrams to illustrate sequence of steps system must follow and to describe logical operations involved. May consult with user/client to identify current operating procedures and clarify system objectives. Conducts research to expand understanding of user requirements and latest programming techniques. Designs architecture, database, and user interface to meet defined requirements. Converts project specifications, using flowcharts and/or modeling diagrams, into sequence of detailed instructions and logical steps for coding, applying knowledge of computer programming techniques and computer languages. Produces and maintains documentation to describe system development, logic, coding, and corrections. Writes manual for users to describe installation and operating procedures. Participates in and/or oversees systems training, installation of hardware/software, technical assistance to users, installation and testing system at user site, and monitoring system performance after implementation.
Labor Category	**Training Coordinator**
Minimum Education and Experience	B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems). Two years of IT training or teaching experience. Familiarity with the MS Office suite of applications. Recent exposure to online training/collaboration tools (e.g. WebEx).
Functional Responsibilities	Coordinates and plans IT and related training initiatives. Structures and generates Program of Instruction (POI). Coordinates layout, design, flow, and reproduction of IT and related training materials. Arranges for IT and related training venue and works with supporting

	staff to insure facility is properly configured. Utilizes appropriate training tools (e.g. MS Powerpoint and interactive online training tools) to prepare IT and related training sessions. Works with project management personnel and client to identify and plan optimum IT and related training schedule/locations.
Labor Category	**Programmer/Analyst**
Minimum Education and Experience	B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems) Four years of experience in application design/development. Areas of focus can include Enterprise Architecture, System Engineering, Systems Analysis, Relational Database Management Systems, Systems Programming, and Web Application Development.
Functional Responsibilities	Participates in all systems analysis and programming initiatives. Participated in the evaluation of requests for new or modified systems to determine feasibility, cost and time required, compatibility with other related systems, and hardware configuration. Executes system development plans, using structured analysis and design. Participates in the planning, development, testing, and documentation initiatives, applying knowledge of programming techniques and computer systems. Prepares flowcharts and/or modeling diagrams to illustrate sequence of steps system must follow and to describe logical operations involved. Consults with assigned project management personnel to clarify project goals and objectives. Participates in research to expand understanding of user requirements and latest programming techniques. Develops architecture, database, and user interface to meet defined requirements. Participates in the conversion of the project specifications, using flowcharts and/or modeling diagrams, into sequence of detailed instructions and logical steps for coding, applying knowledge of computer programming techniques and computer languages. Produces and maintains documentation to describe system development, logic, coding, and corrections. Writes manual for users to describe installation and operating procedures. Assists in systems training, installation of hardware/software, technical assistance to users, installation and testing system at user site, and monitoring system performance after implementation.
Labor Category	**Jr. Programmer/Analyst**
Minimum Education and Experience	High school diploma with specialized course work with a technical focus (e.g. Computer Science, Engineering, Information Systems) Two years' experience in application design/development. Areas of focus can include Enterprise Architecture, System Engineering, Systems Analysis, Relational Database Management Systems, Systems Programming, and Web Application Development.
Functional Responsibilities	Participates in programming initiatives with a focus on those least technically challenging. Supports implementation of system development plans, using structured analysis and design. Participates in the planning, development, testing, and documentation initiatives, applying knowledge of programming techniques and computer systems. Prepares flowcharts and/or modeling diagrams to illustrate sequence of steps system must follow and to describe logical operations involved. Consults with project supervisors to clarify project goals and objectives. Participates in research to expand understanding of user requirements and latest programming techniques. Supports development and implementation of

	architecture, database, and user interface to meet defined requirements. Participates in the conversion of the project specifications, using flowcharts and/or modeling diagrams, into sequence of detailed instructions and logical steps for coding, applying knowledge of computer programming techniques and computer languages. Assists in the production and maintenance of documentation to describe system development, logic, coding, and corrections. Participates in the writing of user's manuals to describe installation and operating procedures. May assists users in solving operating problems. May participate in the installation of hardware and software. May provide technical assistance to system users. May assist in installing and testing system at user site. May monitor performance of system after implementation.
Labor Category	**Programmer**
Minimum Education and Experience	High school diploma with emphasis on mathematics and science and formal specialized course work in computer applications or computer technology. Entry level position requiring at least one year of programming experience.
Functional Responsibilities	Receives programming tasks and creates or modifies computer programs for user interfaces, application programs, reports, databases and communication networks. Participates in the planning, development, testing, and documentation initiatives, applying knowledge of programming techniques and computer systems. Assists in the production and maintenance of documentation to describe system development, logic, coding, and corrections. Participates in the writing of user's manuals to describe installation and operating procedures. May assists users in solving operating problems. May participate in the installation of hardware and software. May provide technical assistance to system users.
Labor Category	**Technical Subject Matter Specialist**
Minimum Education and Experience	B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems) Six years of specialized experience in technical analysis, evaluation, and research in the specialized subject matter. Three years of experience using system automation to solve routine business process challenges. General knowledge and proficiency with Microsoft Office (or equivalent) suite of applications.
Functional Responsibilities	Supports the Senior Subject Matter Specialists in solving specialized business process challenges. Support initiatives to capture current business processes, identify inefficiencies, propose potential solutions, and capture requirements for associated changes. Performs independent research and prepares specialized studies and ad hoc reports. Assigns, coordinates, and reviews work of more junior analysts. Consults with managerial and systems analysis personnel to clarify system intent, identify potential problems, suggest changes/enhancements, and participate in the planning and execution of system testing. Participates in the development of workflow and/or modeling diagrams with a focus on the end user. Compiles documentation of program development and subsequent revisions. May supports the preparation of project management records and reports.

Labor Category	Business Management Specialist
Minimum Education and Experience	B.A. or B.S. degree in area of expertise Five years of experience in IT business or management analysis, evaluation, and research. Three years of this experience should involve the use of IT system automation to solve routine business process challenges. General knowledge and proficiency with Microsoft Office (or equivalent) suite of applications.
Functional Responsibilities	Specializes in solving unique and often complex IT and related business process challenges requiring an in-depth knowledge of the business area. Supports associated initiatives to capture current IT and related business processes, identify inefficiencies, propose potential solutions and alternative approaches, and capture requirements for associated changes. Performs independent research and prepares specialized studies and ad hoc reports. Consults with project management and clients, as appropriate, to clarify IT and related system intent, identify potential problems, and suggest changes/enhancement. Participates in the development of workflow and/or modeling diagrams with a focus on the end user. Prepares and maintains documentation associated with describing the detailed IT and related business process functionality within the system. May also support preparation of Online Help.
Labor Category	**CAD Technician**
Minimum Education and Experience	A.S. degree with a technical focus, e.g. Computer Science, Engineering, Information Systems, or one year of specialized training in CAD application(s). Three years of hands on experience using Computer Aided Design (CAD) techniques and applications.
Functional Responsibilities	Provides technical expertise in the use and implementation of CAD techniques. Create and/or modify CAD drawings using current commercially available application. Interpret drawing markups and accurately implement in revised CAD drawings. Support project team in projecting level of effort estimates and establishing viable time lines for project deliverables.
Labor Category	**Technical Writer**
Minimum Education and Experience	B.A. or B.S. degree Two years of technical writing/documentation experience with at least one year related to the Information Technology (IT) field.
Functional Responsibilities	Prepare and edit documentation to insure readability and grammatical accuracy. Assist the Technical Documentation Specialist in reviewing and preparing technical documentation. Insure format of documentation is in accordance with prescribed standards. Identify and incorporate tables, graphs, and charts to enhance readability and comprehension.

[1] Two years of directly related experience may substitute for one year of formal education. Higher level degrees may be substituted for experience (e.g. a Master's degree could be substituted for two years of experience).

TERMS AND CONDITIONS APPLICABLE TO ANCILLARY SUPPLIES AND /OR SERVICES (SPECIAL ITEM NUMBER 132-100)

Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be offered or purchased separately. Further, non-professional labor categories shall be offered under SIN 132-100 only and must be offered in conjunction with professional service SINs.

The Service Contract Labor Standards (SCLS) may be applicable to services offered under SIN 132 100. The following language shall be included at the end or beginning of each detailed position description. "Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN under schedule 70.

Note: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, sftool.gov/green procurement for a complete list of products covered by these programs.

Labor Category	Government Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Administrative Specialist	$77.05	$78.44	$79.85	$81.29	$82.75
Technical Typist/Clerical	$43.89	$44.68	$45.48	$46.30	$47.14

Administrative Specialist A.A. or A.S. Degree in office administration or business curriculum	Four years of administrative/clerical experience. Proficient in the use of Microsoft Office Suite of applications. Supports and/or oversees more junior administrative staff with basic data entry/typing of technical reports and documents. May provide and/or oversee clerical support for processing incoming correspondence, phone calls, invoices, and project status reports. Organizes and maintains employee and contract files. Acts as a receptionist, screens telephone calls, letters, and/or visitors, answers routine questions and furnishes information. Schedules appointments, maintains and disseminates schedules and work plans, and coordinates arrangements for meetings and conferences. Composes and types routine letters and memorandum. Routes or answers routine correspondence not requiring manager's attention. Prepares special reports, gathering and summarizing data. Organizes and expedites flow of work through manager's office.
Technical Typist/Clerical High school diploma	Two year of administrative/clerical experience. Proficient in the use of Microsoft Word and basic office equipment including typewriter, copiers, and Fax machines. Supports the administrative staff with basic data entry/typing of technical reports and documents. Provides clerical support for processing all incoming correspondence, phone calls, invoices, and project status reports. Record employee hours into the Financial Management System for employees not having ready access.

Attachment A: End User License Agreement (EULA)

**R&K SOFTWARE LICENSE AGREEMENT
FOR U.S. GOVERNMENT END USERS**

Cover Sheet

THIS SOFTWARE LICENSE AGREEMENT ("**Agreement**") is made as of the date of the later signature below ("**Effective Date**") by and between [Client] ("**Customer**")* and R&K Solutions, Inc. ("**R&K**"). This Agreement will include this Cover Sheet, the attached Terms and Conditions, all attached Exhibits and Order Forms, and any and all attached or incorporated policies, schedules, and/or other documents. In the event of a conflict among a term set forth in the attached Terms and Conditions, a term set forth in an Exhibit and/or Order Form, and a term set forth in an attached or incorporated policy, schedule, or other document, the term set forth in the attached Terms and Conditions will control unless the conflicting term specifically references the inconsistent term of the attached Terms and Conditions, in which case the conflicting term will control only for the limited purposes set forth in the document containing such term.

Customer Name: Client Name
Address:

Telephone:
Fax:
Email:
*The customer name must be the "ordering activity" defined as an "entity authorized to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2G, as may be revised from time to time."

R&K SOLUTIONS, INC.
Address: 2797 Frontage Rd. NW STE 1000
Roanoke, VA 24017

Telephone: (540) 343-7300
Fax: (540) 344-5316
Email:

CUSTOMER HAS READ AND AGREES TO THE ATTACHED TERMS AND CONDITIONS.

Client Name   **R&K Solutions, Inc.**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

TERMS AND CONDITIONS

1. Software.

1.1. <u>License Grant</u>. Subject to the terms and conditions of this Agreement and execution by the parties of an Order Form (as defined below), R&K hereby grants to Customer and each of its Authorized Users (as defined below), a non-exclusive, non-transferable, non-assignable, non-sublicensable domestic, fully paid up, multi-site right and license, (i) to install, execute and otherwise use any of the software or other products listed in **Exhibit I** to this Agreement ("**Software**") in connection with the administration of Customer's organization, including the right to use any related Documentation (as defined below); and (ii) to execute and otherwise use any of the software applications or other products listed in **Exhibit II** to this Agreement ("**R&K Hosted Applications**") in connection with the administration of Customer's organization, including the right to use any related Documentation. Such Software and Hosted Applications are collectively referred to as the "**Licensed Programs**." Customer shall use the Licensed Programs only for its own internal business purposes by its authorized personnel. The terms "Software", "Hosted Applications" and "Licensed Programs" for purposes of this Agreement do not include Updates, Upgrades, fixes and patches to the Software, Hosted Applications or Licensed Programs released or deployed by R&K during the Term (as defined herein), unless otherwise expressly agreed to in the manner set forth herein or in a Hosting Agreement entered into between the parties as applicable. The parties acknowledge and agree that **Exhibit I** and/or **Exhibit II** may be amended from time to time upon the mutual written agreement of the parties. Any license to use the Licensed Programs and Documentation and/or request for support and maintenance for the Software shall become effective only upon the execution by Customer of an order form as attached hereto as **Exhibit III** (each, an "**Order Form**"). The number of concurrent access licenses granted by R&K to Customer and any other applicable license restrictions will be set forth in the applicable Order Form.

1.2. <u>Documentation</u>. "**Documentation**" means any copy, version or translation, in whole or in part, of the end user documentation for the Licensed Programs, whether in printed manual or electronic format.

1.3. <u>Restrictions</u>.

1.3.1. Customer shall not copy the Software or Documentation, except to make a reasonable number of copies solely for back up or disaster recovery purposes. Customer shall reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies shall only be used to perform disaster recovery testing or if the Software becomes inoperative. Except to perform disaster recovery testing in accordance with Customer's disaster recovery procedures, Customer shall not use the back up or disaster recovery copies of the Software for production or testing concurrently with the use of the Licensed Programs in production or testing.

1.3.2. Without the prior express written consent of R&K, Customer shall not and shall not allow any third party (by license agreement or otherwise) to: (i) take any action that would cause the loss or abandonment of R&K's proprietary rights in the Licensed Programs; (ii) resell, distribute, publicly display, transfer, rent, lease, lend, copy or otherwise reproduce, modify, translate, enhance, time-share, license, sublicense, electronically transmit or prepare derivative works of the Licensed Programs, in whole or in part; (iii) disassemble, decompile or reverse engineer in any way, any of the Licensed Programs; (iv) otherwise use in any way the Licensed Programs, in any manner not expressly authorized by this Agreement; or (v) remove, alter or otherwise obscure any proprietary rights notices appearing in the Licensed Programs.

1.3.3. If Customer orders a concurrent access license, then the number of concurrent individual users at any one time that may have access to, use, or run the Licensed Programs may not exceed the number of concurrent authorized users for whom Customer has purchased the concurrent access license.

1.4. <u>Ownership</u>. As between the parties, all right, title interest in and to the Licensed Programs and Documentation, and any patents, copyrights, trade secrets and other proprietary rights therein, are and shall remain the exclusive property of R&K, and Customer shall have no right, title or interest therein whatsoever, except for the license granted to Customer under this Agreement. R&K reserves all rights not expressly granted herein.

1.5. <u>Hosting Services</u>. R&K shall provide hosting services for R&K Hosted Applications as described in **Exhibit IV** to this Agreement.

1.6. <u>Support and Maintenance</u>.

1.6.1 Customer may elect to purchase support and maintenance for the Licensed Programs ("**Support Services**"), the pricing of which is set forth in **Exhibit IV**. As of the Effective Date of the Agreement, the Support Services will be as set forth in this Section and **Exhibit IV** hereto, and all associated appendices, as applicable.

1.6.2 Support Services shall include delivery of Updates, Upgrades, fixes and patches to the Licensed Programs as they become available to R&K's customer base within a reasonable period after the development or deployment of such Updates, Upgrades, fixes and patches. For the purposes of this Agreement: (i) an "**Update**" means a release of the Licensed Programs containing error corrections and/or minor

enhancements, which is made commercially available by R&K, and any corrections and updates to the associated Documentation; and (ii) an "**Upgrade**" means a modification or conversion of the Licensed Programs which is made commercially available by R&K, that adds significant new functions or substantially improves performance or capability of the Licensed Programs, including, without limitation, enhancements, alterations, revisions, releases, and new versions of the Licensed Programs other than an Update.

1.6.3   The Support Services shall also include access to telephone support in accordance with the terms of **Exhibit IV** to this Agreement.

2.   Nondisclosure. During the Term of this Agreement, Customer may be exposed to certain information concerning R&K's software products and proposed new software products which are the confidential and proprietary information of R&K and not generally known to the public ("**Confidential Information**"). Customer agrees that during and after the Term of this Agreement, it will not use or disclose to any third party any Confidential Information without the prior written consent of R&K.

3.   Fees.

3.1   License/Subscription Fees. In consideration of the license rights granted in Section 1 above, Customer agrees to pay R&K the license fees set forth in **Exhibit I** for the Software and the subscription fees set forth in **Exhibit II** for the Hosted Applications (collectively the "**License/Subscription Fees**"), subject to the terms set forth therein. All License/Subscription Fees shall be payable by Customer in accordance with the Prompt Payment Act (31 U.S.C. 3901 *et seq*.) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315. Unless otherwise specified in an Order, all fees are stated in and shall be paid in United States currency.

3.2   Support Fees. Customer has the option to purchase Support Services. If Customer decides to purchase Support Services, Customer will pay R&K fees for the Support Services ("**Support Fees**") as set forth herein and in **Exhibit IV**. All Support Fees shall be payable by Customer in accordance with the Prompt Payment Act (31 U.S.C. 3901 *et seq*.) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315. The Support Fees for the first year will commence on the Launch Date (as defined in **Exhibit IV**). Following the initial Support Services Term (as herein defined), Customer may elect to purchase additional Support Services in twelve (12) month terms at R&K's then current GSA Schedule Contract rates. R&K will issue a quote to Customer no less than thirty (30) days prior to each anniversary of the Launch Date during the Support Services Term, which quote will state the amount of the annual Support Fees due for the applicable contract year. Customer will have an opportunity to review the quote and to work with R&K on any changes to the quote. Once the parties agree upon the quote, R&K will invoice

Customer for the Support Fees. Support Services provided to support additional Software license purchases during any contract year shall be calculated on a pro-rated basis (based on the number of months remaining in the then-current contract year) and invoiced simultaneously with applicable License/Subscription Fees. The Support Fees shall remain fixed for the initial term of the Agreement. Any increases to the Support Fees shall be executed by bilateral modification under the GSA Schedule Contract.

3.3   Sales/Use Taxes. R&K acknowledges that the U.S. Government is exempt from state and local taxation whose "legal incidence" falls on the Federal Government; thus, the applicability of a particular tax to the Federal Government is a case-by-case determination. If R&K believes that a certain tax is payable by Customer, R&K will include the amount of such taxes on R&K's invoice(s) to Customer, itemized separately, for adjudication by Customer. Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4.   Warranty Provisions

4.1   Limited Warranty. R&K warrants that the Licensed Programs, for a period of sixty (60) days after delivery to Customer (the "**Warranty Period**"), will perform substantially in accordance with the Documentation when used as directed in the Documentation. R&K shall, at its expense, provide a correction or workaround for any reproducible Errors (as defined below) in the Licensed Programs that are reported by Customer during the Warranty Period and deliver an updated version to Customer. An "**Error**" shall mean a defect in the Licensed Programs that causes it not to operate substantially in accordance with the Documentation. This warranty is made solely to Customer and Customer shall be solely responsible for any warranty to, or claims by content copyright holders or other third parties concerning the performance of the Licensed Programs. This warranty will be null and void upon unauthorized modification or enhancement of the Licensed Programs by or on behalf of Customer or upon Customer's material breach of this Agreement.

4.2   Warranty Exclusions. OTHER THAN THE EXPRESS WARRANTY SET FORTH IN SECTION 4.1 OF THIS AGREEMENT, R&K DOES NOT MAKE ANY, AND DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT. THE WARRANTY SET FORTH IN SECTION 4.1 IS EXPRESSLY EXCLUDED IN THE EVENT AN ERROR ARISES FROM MODIFICATIONS TO OR ENHANCEMENTS OF THE LICENSED PROGRAMS MADE

BY OR ON BEHALF OF CUSTOMER OR FROM USE OF THE LICENSED PROGRAMS IN COMBINATION WITH CUSTOMER OR THIRD PARTY PRODUCTS, PROGRAMS, DATA OR EQUIPMENT, R&K MAKES NO REPRESENTATIONS OR WARRANTIES ON BEHALF OF ITSELF WITH RESPECT TO THIRD PARTY SOFTWARE OR EQUIPMENT AND EXPRESSLY EXCLUDES ANY AND ALL LIABILITY ARISING FROM OR RELATING TO A THIRD PARTY'S SOFTWARE AND/OR EQUIPMENT. To the extent its agreement with a vendor of third party software permits, R&K will pass through to Customer any warranty or indemnity relating to such third party software; provided, however, that R&K gives no additional or supplemental warranty or indemnity with respect thereto.

5. Exclusive Remedy and Limitation of Liability. IN NO INSTANCE SHALL R&K BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM TORT OR CONTRACT, INCLUDING LOSS OF DATA, REVENUE OR PROFITS, OR ANY OTHER INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED PROGRAMS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF R&K HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST R&K ARISING OUT OF THIS AGREEMENT MORE THAN SIX (6) YEARS AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE CUSTOMER SHALL HAVE LEARNED OF THE DEFECT, INJURY OR LOSS. R&K SHALL NOT IN ANY EVENT BE LIABLE FOR MORE THAN THE AMOUNT PAID BY THE CUSTOMER TO R&K FOR THE LICENSE OF THE LICENSED PROGRAMS UNDER THIS AGREEMENT OR THE AMOUNT PAID BY THE CUSTOMER FOR SUPPORT SERVICES DURING THE SUPPORT SERVICES TERM IN WHICH THE LIABILITY AROSE (WHETHER IN EACH CASE SUCH LIABILITY ARISES FROM ANY PROVISION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SECTION 6 HEREOF, BREACH OF WARRANTY, BREACH OF THIS AGREEMENT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY). The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from R&K's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

6. Indemnification. Subject to the limitations set forth in Section 5 of this Agreement, R&K agrees to defend, indemnify, and hold Customer harmless against, and shall pay and reimburse Customer for, any third party claims for loss, damage, liability, or expense, including but not limited to reasonable

attorneys' fees (each a "**Claim**") based on or related to allegations that the Licensed Programs infringe any U.S. patent or copyright or misappropriate any trade secret of any third party. R&K will have no obligation under this Section 6 as to any Claim unless Customer provides R&K with prompt written notice of any such Claim and in any event not later than ten (10) calendar days after receipt of such notice by Customer. Such notice shall describe the Claim in reasonable detail and shall include copies of all material written evidence thereof. R&K shall have the right to intervene in the proceedings and to participate in the defense of any Claim and Customer shall consult and cooperate in good faith with R&K in such defense to the extent permitted by 28 USC 516. If Customer's use of the Licensed Programs under the terms of this Agreement is, or in R&K's opinion is likely to be, enjoined due to the type of claim specified in this Section, then R&K shall use all reasonable efforts, at its sole option and expense, to either: (i) procure for Customer the right to continue using such Licensed Programs under the terms of this Agreement; (ii) replace or modify such Licensed Programs so that they are non-infringing. R&K will have no obligation under this Section with respect to any Claim to the extent it arises from: (1) any unauthorized modifications or enhancements to the Licensed Programs; (2) use of the Licensed Programs in combination with other products, programs, data or equipment; or (3) use of an allegedly infringing version of the Licensed Programs, if the claim could be avoided by the use of a different version of the Licensed Programs made available to Customer by R&K. THIS SECTION SETS FORTH R&K's SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHT.

7. Relationship of Parties. R&K is an independent contractor and nothing contained in this Agreement shall be construed to constitute either party as a partner, joint venturer, co-owner, employee, or agent of the other party, and neither party shall hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both R&K and the Customer that each shall remain an independent contractor responsible for its own actions.

8. Assignment. Customer shall not assign, transfer or otherwise dispose of this Agreement or its rights, duties or obligations arising hereunder in whole or in part to any individual, corporation or other entity without the prior written consent of R&K.

9. Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the expiration date set forth in **Exhibit III**, as applicable, subject to earlier termination pursuant to this Agreement (the "**Term**"). With respect to the Support Services only, the applicable term (the "**Support Services Term**") will be effective as of the

Launch Date and will expire on the date set forth in **Exhibit IV**, unless Customer, at its option, agrees to renew the Support Services Term. For avoidance of doubt, Customer shall have the right to renew the Support Services Term for so long as the licenses granted under this Agreement remain in effect and all provisions of this Agreement relating to support will remain in full force and effect for the duration of the Support Services Term.

10. Disputes. Any disputes arising under this Agreement shall be resolved in accordance with FAR 52.212-4(d). R&K shall proceed diligently with performance of its obligations under this Agreement pending final resolution of any dispute arising hereunder.

If resolution of the dispute results in termination of this Agreement, all further rights and obligations of the parties shall cease, except that the parties shall not be relieved of their respective rights and obligations under Sections 1.3.2, 1.4, 2, 5, 6, 10, 12, 15, 16 and 17 to the extent permitted by courts of competent jurisdiction.

11. Force Majeure. If the performance of any obligation (other than payment and confidentiality obligations) under this Agreement is prevented, restricted or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, outage of the Internet, law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Section 11, which is beyond the reasonable control of the party affected, then the party so affected shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

12. Applicable Law. Any claim or controversy relating in any way to this Agreement shall be governed and interpreted exclusively in accordance with the Federal laws of the United States without regard to the United Nations Convention on Contracts for the International Sale of Goods, except as otherwise set forth in this paragraph. Depending on the cause of action (e.g., tort, breach of contract, infringement of copyright or patent), both venue and the statute of limitations will be mandated by applicable Federal law (e.g., the Federal Tort Claims Act, 28 USC 1346(b); the Contract Disputes Act, 41 USC 7101 *et seq.;* the Tucker Act, 28 USC 1346(a)(1)).

13. Partial Illegality. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provisions by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

14. Waiver of Compliance. Any failure by any party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every item and condition of this Agreement.

15. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the respective parties at the addresses set forth on the Cover Sheet of this Agreement, or to such other addresses as may be designated by the parties in writing from time to time in accordance with this Section 15, by registered or certified air mail, postage prepaid, or by express courier service, service fee prepaid, or by telefax with a hard copy to follow via air mail or express courier service in accordance with this Section 15. All notices shall be deemed received (i) if given by hand, immediately, (ii) if given by air mail, five (5) business days after posting, (iii) if given by express courier service, three (3) business days after delivery to courier service, or (iv) if given by telefax, upon receipt thereof by the recipient's telefax machine as indicated either in the sender's identification line produced by the recipient's telefax machine or in the sender's transmission confirmation report as produced electronically by the sender's telefax machine.

16. Export Control. Customer shall not export or re-export, or allow the export or re-export of the R&K Software, without complying with all applicable export laws, restrictions, national security controls, and regulations of the United States and all applicable foreign agencies and authorities.

17. U.S. Government Restricted Rights. The Licensed Programs and Documentation provided hereunder were developed solely at provide expense and are "**Commercial Items**," as such term is defined by the FAR 2.101 (48 C.F.R. 2.101), consisting of "commercial computer software" and "commercial computer software documentation," as defined under FAR 12.212 or 48 CFR 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Licensed Programs and Documentation are being licensed to end users for use by and on behalf of the U.S. Government (i) only as Commercial Items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this software is properly authorized by an appropriate U.S. Government official.

18. Notwithstanding anything herein to the contrary, no provision of this Agreement shall apply with respect to the U.S. Government insofar as such provision conflicts with applicable U.S. Federal Law, Federal Procurement Regulations, or applicable published procurement policies and practices of the

relevant U.S. Government agency, including by way of example:

(i) Provisions which conflict with 31 U.S.C. 1341 and 41 U.S.C. 11 (Anti-Deficiency Laws);

(ii) Provisions which conflict with 28 U.S.C. 516 (DOJ Jurisdictional Statute);

(iii) Provisions providing for payment of interest on late payments which are not in accordance with 31 U.S.C. 3901 et seq. (Prompt Payment Act) and 5 CFR 1315;

(iv) Provisions requiring payment of attorneys' fees by the U.S. Government except as provided in 5 U.S.C. 504 (Equal Access to Justice Act);

(v) Provisions, directly or indirectly, make the U.S. Government responsible for federal, state or local taxes;

(vi) Provisions which obligate the U.S. Government to be bound by terms imposed by third party suppliers where such terms are not expressly set forth in the Agreement;

(vii) Governing law or dispute resolution provisions which conflict with applicable United States Federal law or provisions which make the United States Government subject to equitable remedies;

(viii) Provisions which provide for unilateral termination or modification of the Government's rights or which are inconsistent with FAR 52.233-1, FAR 12.302(b), FAR 1.601(a) or FAR 43.102; and

(ix) Provisions which are inconsistent with 5 U.S.C. 552 (Freedom of Information Act).

EXHIBIT I

SOFTWARE/PRODUCT (CLIENT HOSTED) PRICE LIST

In accordance with Section 1 of the Agreement, R&K agrees to make available to Customer licenses to the following Software or other products at the prices set forth herein:

EXHIBIT II

R&K HOSTED APPLICATIONS

In accordance with Section 1 of the Agreement, R&K agrees to make available to Customer licenses to the following Hosted Applications or other products at the prices set forth herein:

EXHIBIT III

ORDER FORM

This Order Form is entered into pursuant to the R&K Software License Agreement between R&K Solutions, Inc. and [CLIENT] ("**Customer**"), dated as of_____, 20 (the "**Agreement**"). Except as otherwise specified herein, all of the terms and conditions set forth in the Agreement shall apply to the purchase by Customer of licenses to the Software and Hosted Applications and Support Services set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Unless otherwise specified herein, all such Software and Hosted Applications shall be licensed at the rates set forth in **Exhibit I** to the Agreement for the Software and **Exhibit II** to the Agreement for the Hosted Applications, and Support Services shall be provided at the rates set forth in **Exhibit IV** to the Agreement.

The subscription will include the Support Services described in **Exhibit IV**.

1. Software/Products Ordered:

   Expiration Date of License for Software/Products: _____

2. Hosted Applications Ordered:

   Expiration Date of License for Hosted Applications: _____

3. Support and Maintenance Services Ordered: Support and Maintenance, as described in **Exhibit IV**, is included in the GoRPM Software License.

R&K SOLUTIONS, INC.   CUSTOMER

BY: _____   BY: _____

TITLE: _____   TITLE: _____

DATE: _____   DATE: _____

EXHIBIT IV

SUPPORT SERVICES

Term: The initial Support Services Term shall be twelve (12) months commencing on _____, 20___ (the "**Launch Date**").

Standard Support: R&K shall provide Updates, Upgrades, fixes and patches to the GoRPM Applications as they become available to R&K's customer base within a reasonable period after the development or deployment of such Updates, Upgrades, fixes and patches. R&K shall also provide telephone support on business days and excluding holidays Monday through Friday 8 AM – 5 PM Eastern Time, unless otherwise agreed to and documented. Telephone support is for reporting and troubleshooting purposes only, and does not include remedying or providing workarounds for problems with the Client Hosted Applications or custom code development.