



R&K Solutions

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: GSAAAdvantage.gov

GSA Multiple Award Schedule (MAS)

Large Category: Information Technology

Awarded Special Item Numbers: 511210 Software Licenses, 54151 Software Maintenance Services, and 54151S Information Technology (IT) Professional Services, Ancillary, OLM Order Level Materials

PSC Codes: DA01, 7A21

Contract Number: 47QTCA18D001Z

Pricelist Current as of Modification A824 dated 9/9/2020

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

Contract Period: 11/10/2017 to 11/09/2022

R & K Solutions, Inc.
2797 Frontage Rd. NW STE 1000
Roanoke, VA 24017
Phone Number: (540) 343-7300
Fax Number: (540) 343-4509
www.rksolutions.com

CUSTOMER INFORMATION:

1a. Awarded Special Item Numbers

511210 Software Licenses, 54151 Software Maintenance Services, and 54151S Information Technology (IT) Professional Services, Ancillary, OLM Order Level Materials

OLM - Order-Level Materials (OLM) - Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA)

1b. Lowest priced Labor Category: Technical Typist/Clerical current year \$46.30/hr.

1c. Labor Category Descriptions: Please see Page 8 for Labor Category Descriptions.

2. Maximum Order Threshold: 511210, 54151 and 54151S \$500,000. ANCILLARY and OLM \$250,000

3. Minimum Order: \$100.

4. Geographic Coverage (Delivery Area): Domestic and Overseas Delivery

5. Point of Production:

- Roanoke Office -
2797 Frontage Road NW, Suite 1000
Roanoke, VA 24017-1400
(540) 343-7300
(540) 343-4509 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
San Antonio, TX 78223-1717
(210) 495-9005
(210) 495-9008 Fax

6. Discount from List Prices: All prices listed are net prices.

7. Quantity Discounts: None.

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

9a. Acceptance of Government Credit Cards: Government credit cards will be accepted for orders at or below the micro-purchase threshold.

9b. Acceptance of Government Credit Cards: Government credit cards will be accepted for

orders above the micro-purchase threshold.

10. Foreign Items: Not Applicable.

11a. Time of Delivery: Specified in each task order.

11b. Expedited Delivery: To be specified for each task order.

11c. Overnight and 2-Day Delivery: Not applicable.

11d. Urgent Requirements: Not Applicable.

12. F.O.B. Points(s): Destination.

13a. Ordering Address: 2797 Frontage Road NW, Suite 1000, Roanoke, VA 24017-1400

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address is as Follows: 2797 Frontage Road NW, Suite 1000, Roanoke, VA 24017-1400

15. Warranty Provision: Not applicable.

16. Export Packing Charges: Not applicable.

17. Terms and Conditions of Government Purchase Card Acceptance: Contact Contractor

18. Terms and Conditions of Rental, Maintenance, and Repair: Not applicable.

19. Terms and Conditions of Installation: Not applicable.

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price List and Any Discounts from List Prices: Not applicable.

20a. Terms and Conditions for Any Other Services: Not applicable.

21. List of Service and Distribution Points: Not applicable.

22. List of Participating Dealers: Not applicable.

23. Preventive Maintenance: Not applicable.

24a. Special Attributes: Not applicable.

24b. Section 508: If applicable, Section 508 compliance information on Electronic and Information Technology (EIT) supplies and services will be addressed on a task order basis. The EIT standards can be found at www.Section508.gov.

25. Data Universal Numbering System (DUNS) Number: 14-8041130

26. Notification regarding registration in The System for Award Management: R&K Solutions is registered in SAM.

CORPORATE OVERVIEW

Since 1984, R&K has specialized in supporting client achievement of business and mission goals with a unique blend of real property and technical expertise. R&K combines extensive knowledge of real property management and its related regulations, policies, fiscal considerations and objectives with outstanding analytics and technical expertise to provide solutions related to:

- Facilities Portfolio Management Strategies and Performance Measurement
- Modeling and Forecasting Facilities Requirements (Condition, Budget, Space, Audit Risk)
- Business Process Definition, Analysis and Reengineering
- Real Property Inventory Validation, Data Collection and Analysis
- Space Utilization Studies and Optimization Strategies
- Comprehensive Master Planning
- Real Property Program Consulting, Integration and Project Management
- Development of Real Property Policies and Regulations
- Real Property Reporting and Compliance Requirements for Chief Financial Officer's Act
- Decision Support Systems Development and System Integration

R&K, a Small Business, is a premier provider of creative and practical facilities engineering solutions, strategic facilities portfolio management and planning, and installation master planning.

With a portfolio of successful solutions for government clients, including all branches of the U.S. military, R&K leads in executing analytical studies to optimize costs, capacity and conditions for government facilities in alignment with mission goals, as well as financial and operational objectives.

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 cost analysis 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 identification of key components requiring replacement and modernization.

The experience of validating real property assets and updating various federal real property databases provides R&K with an understanding of real property data that only comes from in-the-field work and hands-on data management from collection to analysis to final reporting and performance management. R&K's 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 individual military locations.

Visit our web site at <https://rksolutions.com>. For more information, or to schedule a visit by R&K personnel, please contact:

Frank Quigley, President/CEO
Phone: (540) 343-7300
Fax: (540) 343-4509
Email: Frank.Quigley@rksolutions.com

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 floorplan 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 SIN 511210	GSA Rate
GoRPM Data Collection Software	
GoRPM Term License	
-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	
-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 54151S	

-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	

PRICE LIST SERVICES SIN 54151S, ANCILLARY

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
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

R&K Solutions LABOR CATEGORY DESCRIPTIONS SIN 54151

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

	<p>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.</p>
Labor Category	Project Manager
Minimum Education and Experience	<p>B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems)</p> <p>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.</p>

Functional Responsibilities	<p>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.</p>
Labor Category	Engineer
Minimum Education and Experience	<p>B.S. degree in an Engineering discipline or Professional Registration by a professional board of registration</p> <p>Four years of experience in IT and related technical analysis, evaluation, and research in the specialized subject matter.</p>
Functional Responsibilities	<p>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.</p>
Labor Category	Senior Subject Matter Specialist

Minimum Education and Experience	<p>B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems)</p> <p>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.</p>
Functional Responsibilities	<p>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</p>

	<p>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.</p>
Labor Category	Technical Documentation Specialist
Minimum Education and Experience	<p>B.A. or B.S. degree</p> <p>Seven years' experience producing and maintaining technical documentation with a focus on automated systems and/or the Information Technology (IT) field.</p>
Functional Responsibilities	<p>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.</p>
Labor Category	Technical Analyst
Minimum Education and Experience	<p>B.A. or B.S. degree with a technical focus (e.g. Engineering, Computer Science, Information Systems)</p> <p>Five years of related experience in conducting technical analysis, evaluation, and research. General knowledge and proficiency with Microsoft Office (or equivalent) suite of applications.</p>

Functional Responsibilities	<p>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.</p> <p>May support the preparation of project management records and reports.</p>
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 (orequivalent) 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	<p>B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems).</p> <p>Two years of IT training or teaching experience. Familiarity with the MSOffice suite of applications. Recent exposure to online training/collaboration tools (e.g. WebEx).</p>
Functional Responsibilities	<p>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 ensure 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.</p>

Labor Category	Programmer/Analyst
Minimum Education and Experience	<p>B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems)</p> <p>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.</p>
Functional Responsibilities	<p>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.</p>
Labor Category	Jr. Programmer/Analyst
Minimum Education and Experience	<p>High school diploma with specialized course work with a technical focus (e.g. Computer Science, Engineering, Information Systems)</p> <p>Two years' experience in application design/development. Areas of focus can include Enterprise Architecture, System Engineering, Systems Analysis, Relational Database</p>

	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

	<p>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.</p>
Labor Category	Programmer
Minimum Education and Experience	<p>High school diploma with emphasis on mathematics and science and formal specialized course work in computer applications or computer technology.</p> <p>Entry level position requiring at least one year of programming experience.</p>
Functional Responsibilities	<p>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.</p> <p>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.</p>
Labor Category	Technical Subject Matter Specialist
Minimum Education and Experience	<p>B.A. or B.S. degree with a technical focus (e.g. Computer Science, Engineering, Information Systems)</p> <p>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.</p>

Functional Responsibilities	<p>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.</p> <p>May support the preparation of project management records and reports.</p>
------------------------------------	---

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 (orequivalent) suite of applications.
Functional Responsibilities	Specializes in solving unique and often complex IT and related business process challenges requiring an in-depth knowledge of thebusiness 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 theetailed 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 teamin projecting level of effort estimates and establishing viable timelines fr 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 oneyear related to the Information Technology (IT) field.

Functional Responsibilities	<p>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.</p>
Administrative Specialist A.A. or A.S. Degree in office administration or business curriculum	<p>Four years of administrative/clerical experience. Proficient in the use of Microsoft Office Suite of applications.</p> <p>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.</p>
Technical Typist/Clerical High school Diploma	<p>Two year of administrative/clerical experience. Proficient in the use of Microsoft Word and basic office equipment including typewriter, copiers, and Fax machines.</p> <p>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.</p>

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).

Attachment A: End User License Agreement (EULA)



Agreement Number [YearMonthDay]

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
NameAddress:

Telephone:
Fax:
Email:

*The customer name must be the “ordering activity” defined as an “entity authorized to order under GSASchedule contracts as defined in GSA Order ADM 4800.2G, as may be revised from time to time.”

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

Telephone: (540) 343-7300
Fax: (540) 343-4509
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. License Grant. 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. Documentation. "**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. Restrictions.

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. Ownership. 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. Hosting Services. R&K shall provide hosting services for R&K Hosted Applications as described in **Exhibit IV** to this Agreement.

1. 6. Support and Maintenance.

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 HostedApplications 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.