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

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

SPECIAL ITEM NUMBER 54151ECOM - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services

Klaros Technologies, LLC
8512 Horseshoe Ln
Potomac, MD 20854-4840
(240) 204 - 8360
www.klarostech.com

Contract Number: 47QTCA22D004X
Period Covered by Contract: February 17, 2022 through February 16, 2027

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #A815, dated February 17, 2022.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
# Data Management Solutions

for

Real Estate | Program Management | Construction | Government | Engineering | Facility Management

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

[X] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

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

________________________________________________________________________________________

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Klaros Technologies, LLC
8512 Horseshoe Ln
Potomac, MD 20854-4840

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

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

   Klaros Ordering: (240) 204 – 8360

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

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

   Block 9: G. Order/Modification Under Federal Schedule Contract
   Block 16: Data Universal Numbering System (DUNS) Number: **07-987-7906**
   Block 30: Type of Contractor: **B. Other Small Business**
   - A. Small Disadvantaged Business
   - B. Other Small Business
   - C. Large Business
   - G. Other Nonprofit Organization
   - L. Foreign Contractor

   Block 31: Woman-Owned Small Business - **No**
   Block 37: Contractor's Taxpayer Identification Number (TIN): **61-1781410**
   Block 40: Veteran Owned Small Business (VOSB): **B. Other Veteran Owned Small Business**

   4a. CAGE Code: **8H8V2**
   4b. Contractor has registered with the Central Contractor Registration Database - **UEID: UNU7MKVN5711**

5. **FOB DESTINATION**

6. **DELIVERY SCHEDULE**

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

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>N/A (Service Only; no physical deliveries)</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>N/A (Software as a Service; no physical deliveries)</td>
</tr>
</tbody>
</table>

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

   a. **Prompt Payment:** NET 30 Days
   b. **Quantity:** N/A
   c. **Dollar Volume:** N/A
   d. **Government Educational Institutions** – Same Discounts as all other Government Customers
   e. **Other:**

      **GSA Discount of 3.5% for all Rates and Services.**

      **Volume Discount for KLAROS Platform** – Projects with more than $100 million in the Capital Program (Total Annual Project Cost) are eligible for a volume discount with a fixed fee at 0.05% of Total Annual Project Cost (before GSA discount).

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. **Small Requirements:** The minimum dollar value of orders to be issued is $100.

11. **MAXIMUM ORDER** (All dollar amounts are exclusive of any discount for prompt payment.)
   a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
      - Special Item Number **54151S** - Information Technology Professional Services
      - Special Item Number **54151ECOM** - Electronic Commerce (EC) Services

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**
    Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
   a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
   b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

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

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

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

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

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

17. **PURCHASE OF OPEN MARKET ITEMS**
NOTE: Open Market Items are also known as incidental items, noncontract items, Non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**
a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

   (1) Time of delivery/installation quotations for individual orders;
   (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
   (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

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

N/A

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

N/A

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:
This order is placed under written authorization from ______ dated ______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

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

   (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

   (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)
1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

4. **PERFORMANCE OF SERVICES**
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

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

   (1) Cancel the stop-work order; or

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

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

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

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

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

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

6. **INSPECTION OF SERVICES**


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 Professional and Electronic Commerce services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

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

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

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

(1) The offeror;
(2) Subcontractors; and/or
(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.
13. **RESUMES**
Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

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

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

16. **DESCRIPTION OF IT PROFESSIONAL (IT) AND ELECTRONIC COMMERCE (EC) SERVICES AND PRICING**
Klaros Technologies, LLC (‘KLAROS’) provides Data Management Solutions for complex business operations. We work with stakeholders to define requirements, optimize information workflows, and structure data. After the functional requirements have been defined, we adapt our cloud-based platform to complement the existing business architecture and streamline the exchange of information. The result is single source of accurate, verified project data that improves communication and saves time.

KLAROS proposes to manage data for the client using a combination of service and software:

**54151S - Data & Records Management (Service)**
Data & Records Management includes the service component of our Data Management Solution. The labor categories and hourly rates are included in the attached Price List. There are four service categories:

- **Platform Administration (required):** We will manage the platform, provide training for all project members, and monitor system performance. The service requires a minimum of 4 hours per month for the designated Integration Manager.

- **Contract Document Review (optional):** We will review administrative information (naming conventions / versioning), upload files, and facilitate the issuance of contract documents. All uploads by KLAROS personnel are to be verified by the content author. The designated Integration Manager will review, upload, and facilitate the issuance of 25 files per hour. The cost is based on the total number of individual files uploaded by the Integration Manager during the project.

- **Building Information Modeling (BIM) Consulting (optional):** In the construction industry, BIM is an integral part of project management and coordination. The client (Real Estate Owner or Developer) may benefit from the implementation of strategic guidelines to optimize the BIM coordination process. The cost is based on the total hours required for the BIM Consultant to meet client requirements.

- **Software Development (optional):** If additional software tools are desired, the client may request custom software development to meet specific reporting requirements. Our Software Engineering team will provide a proposal to develop these tools. The cost is based on the total hours required for the Software Engineering team to build the custom software.
The KLAROS Platform (Software)

The KLAROS Platform is a cloud-based data management system used to organize, verify, distribute, and visualize project information. The software platform includes unlimited user accounts and unlimited data storage. Typical modules include Contract Documents (Drawings, Specifications & Releases), RFI, Submittal, Field Reports, BIM Files, 3D Viewer, Permits, and Financial Change Management. The modules will be tailored to the requirements of the client within the confines of platform capabilities. The KLAROS Platform fee is based on total size of the project and is summarized in the attached Price List.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>Functional Responsibility</th>
<th>Education / Experience</th>
<th>GSA Price w/ IFF</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Integration Manager</td>
<td>The Integration Manager is responsible for Data &amp; Records Management and administration of the KLAROS Platform. Requirements include: client engagement, platform setup, training, and document review.</td>
<td>Masters / 10 Years</td>
<td>$243.07</td>
<td>Hourly</td>
</tr>
<tr>
<td></td>
<td>BIM Consultant</td>
<td>The Building Information Modeling (BIM) Consultant is responsible for developing strategic BIM implementation guidelines.</td>
<td>Masters / 10 Years</td>
<td>$243.07</td>
<td>Hourly</td>
</tr>
<tr>
<td>54151S</td>
<td>Senior Principal Software Engineer</td>
<td>The Senior Principle Software Engineer is responsible for the design, development, and maintenance of the KLAROS Platform.</td>
<td>Masters / 10 Years</td>
<td>$243.07</td>
<td>Hourly</td>
</tr>
<tr>
<td>54151S</td>
<td>Software Engineer</td>
<td>The Software Engineer is responsible for application design, software development, systems integration, and code review.</td>
<td>Bachelors / 2 Years</td>
<td>$145.84</td>
<td>Hourly</td>
</tr>
</tbody>
</table>

54151ECOM - The KLAROS Platform (Software)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Software as a Service (SaaS)</th>
<th>Description</th>
<th>Users &amp; Data</th>
<th>GSA Price w/ IFF</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>KLAROS Platform (on AWS Cloud)</td>
<td>The KLAROS Platform - Unlimited Users and Unlimited Data for up to $20 million in the Capital Program (Total Annual Project Cost).</td>
<td>Unlimited</td>
<td>$11,667.51</td>
<td>Annual</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>KLAROS Platform (on AWS Cloud)</td>
<td>The KLAROS Platform - Unlimited Users and Unlimited Data for up to $50 million in the Capital Program (Total Annual Project Cost).</td>
<td>Unlimited</td>
<td>$29,168.77</td>
<td>Annual</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>KLAROS Platform (on AWS Cloud)</td>
<td>The KLAROS Platform - Unlimited Users and Unlimited Data for up to $100 million in the Capital Program (Total Annual Project Cost).</td>
<td>Unlimited</td>
<td>$58,337.53</td>
<td>Annual</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>KLAROS Platform (on AWS Cloud)</td>
<td>The KLAROS Platform - Unlimited Users and Unlimited Data for up to $300 million in the Capital Program (Total Annual Project Cost). Note: Projects with more than $100 million in the Capital Program are eligible for a volume discount with a fixed fee at 0.05% of Total Annual Project Cost (before GSA discount).</td>
<td>Unlimited</td>
<td>$145,843.83</td>
<td>Annual</td>
</tr>
</tbody>
</table>
KLAROS PLATFORM TERMS AND CONDITIONS

Last Modified: January 24th, 2022

The Klaros platform (“Platform”) is operated by Klaros Technologies, LLC (“Provider”, “we”, “us”, or “our”). The Platform allows you to view and manage current construction projects and to interact with us and our Platform. These Terms and Conditions (“Terms and Conditions”) govern your use of the Platform, and your agreement is a condition precedent to using the Platform. Please read these Terms and Conditions carefully before proceeding.

Binding Effect

BY EXECUTING A WRITTEN ORDER FOR THE PLATFORM, YOU AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THESE TERMS AND CONDITIONS, TO WHICH WE RESERVE THE RIGHT TO MAKE CHANGES FROM TIME TO TIME, CONSISTENT WITH APPLICABLE LAW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE PLATFORM.

Modification to these Terms and Conditions

We will post a notification on the Platform in the event of any non-material changes to these Terms and Conditions. Such changes, whether in the form of modifications, additions, or deletions, shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Platform. Please check these Terms and Conditions periodically for changes. Your continued use of the Platform following our posting of any non-material changes to these Terms and Conditions means that you accept those changes.

Platform Access Grant

You are granted access to the Platform solely for the purpose(s) as may be authorized by Provider from time to time in its sole discretion.

Platform Use Restrictions

- **Usage Limited to You.** You are not permitted to make the Platform available to unregistered users.
- **Accuracy of Information as Condition to Platform Access.** To access parts of the Platform or some of the resources it offers, you may be asked to provide certain, sometimes personal, information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete.
- **Restricted Transmission and Security.** You agree not to use any device, software, or routine to disrupt or interfere with the security of or the proper functioning of the Platform. In using the Platform, you may not:
  - Disrupt or interfere with any other user’s use of the Platform or transmit or solicit any information, software, or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights; is protected by copyright, trademark, or other proprietary rights; or is a derivative work with respect thereto, without first obtaining permission from the owner or right holder;
  - Upload, post or otherwise transmit any information, software, or other material that contains a virus or other harmful disruptive or destructive component or files;
Frame or utilize framing techniques to enclose any aspect of the Platform, including any trademark, logo, or other proprietary information (including, but not limited to, images, text, page layout, or form) without our express written consent;

Use any metatags or any other “hidden text” utilizing our name or trademarks without our express written consent;

Attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Platform;

Use a false email address or other identifying information, impersonate any person or entity, create or use a false identity on the Platform, or otherwise mislead as to the origin of any content;

Attempt to obtain unauthorized access to any portions of the Platform that are not a part of the specific access granted to you;

Grant access to or use of any Platform features to any third party without Provider’s prior consent;

Use the user name or password of any other person at any time; or

Disclose any user name and/or password issued to or created by you to any other person or party. You shall be responsible for all actions and communications undertaken or transmitted under your account and those of your employees and contractors.

• No Resale. You may not sublease, share, or resell the Platform services or provide access to the Platform to any other person or entity, without the prior written approval of Provider.

Account Access Information

You must treat your username, password, and any other piece of information required as part of our security procedures as confidential, and you must not disclose the foregoing to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security, including, but not limited to, if you lose your username or password. You agree to be responsible for any use of the Platform or portions of it using your username, password, or other security information. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Changes to Platform and Access

We may terminate, modify, change, suspend or discontinue any aspect of the Platform, including the availability of any features or content, at any time in our sole discretion without notice. In the event that We terminate, modify, change, suspend or discontinue any aspect of the Platform that You have contracted for, You shall be entitled to a pro rata refund for any fees paid not used. We may impose limits on certain features of the Platform, or terminate or restrict any user’s access to part or all of the Platform, at any time in our sole discretion without notice. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Even if your account is terminated, be aware that these Terms and Conditions, to the extent any provisions by their nature will survive any expiration or termination of these Terms and Conditions, shall so survive.
Accuracy, Completeness and Timeliness of Information on The Platform

Provider is not responsible if information made available on the Platform is not accurate, complete or current. The material on the Platform is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Platform is at your own risk. The Platform may contain certain historical information. Historical information necessarily is not current and is provided for your reference only.

Without limiting the generality of the foregoing:

1. The status of all files made available to you on the Platform is representative only. You are responsible for ensuring that the system status accurately represents the actual files status, including, without limitation, by checking the file itself.
2. All notifications provided by the Platform are advisory only. You are responsible for ensuring and verifying that the intended notification recipients are aware of all necessary requirements.
3. The Platform references the OmniClass Table 22 for specifications and submittals. You are responsible for understanding the limitations and adhering to any conditions associated with OmniClass Table 22. See http://www.omniclass.org/ for more details.

Materials You Submit

You acknowledge that you are responsible for any material you may submit via the Platform (“User Content”), including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through the Platform any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain political campaigning, chain letters, mass mailings, or any form of “spam.”

User Content shall be and remain your property. You hereby grant to us and our affiliates, the royalty free, perpetual, irrevocable, worldwide, transferrable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, assign, commercialize, sublicense, perform, and display User Content and to incorporate any User Content in other works in any form, media, or technology now known or later developed, in each case in connection with our operation of the Platform.

You represent and warrant that you own or otherwise have all necessary rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify Provider and its affiliates for all claims resulting from content you supply.

Links

The Platform may contain links to other websites, some of which are operated by third parties. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other sites and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of
linked sites. Different terms and conditions may apply to your use of any linked sites. We are not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites.

**Copyrights, Trademarks, and Other Proprietary Rights**

When accessing the Platform, you agree to obey the law and to respect the intellectual property rights of others. You agree that you shall be solely responsible for any violations of any relevant laws and for any infringement of third-party rights caused by any User Content that you provide or transmit to us.

All content on the Platform, including text, hidden text within our source code, trademarks, software, photos, video, images, graphics, music, sound, or any other digital media is subject to protection by patent, copyright, trademark, or other proprietary rights. In addition, the entire content of the Platform is copyrighted as a collective work under the United States copyright laws, and we own the copyright in the selection, coordination, arrangement, and enhancement of such content.

All trademarks, trade names, trade dress, logos, and service marks (collectively, the “Trademarks”) appearing on the Platform are the property of their respective owners, including, in some instances, Provider and/or our partner companies. Nothing contained on the Platform or these Terms and Conditions serves to grant you, by implication or otherwise, a license or right to use any of the Trademarks or copyrights owned by us or by any third party.

You may not modify, create derivative works, copy, redistribute, publish, transmit, display, or in any way exploit any content or material from the Platform without express written permission from us and, if applicable, the respective copyright owner. You acknowledge that you do not acquire any ownership rights by downloading or printing copyrighted material.

**Use of Materials on the Platform**

You are responsible for complying with all confidentiality, non-disclosure, electronic transfer, and similar agreements you have entered into with Provider or any third party regarding any information you provide to or access on the Platform. Any use of content on the Platform outside of the Platform, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material or information obtained from the Platform, or use of the Platform for purposes competitive to Provider, is expressly prohibited. You agree to abide by all additional restrictions displayed on the Platform as it may be updated from time to time. Provider, or its licensors or content providers, retain full and complete title to the material provided on the Platform, including all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in our sole discretion. We neither warrant nor represent that your use of materials on the Platform will not infringe rights of third parties not affiliated with Provider.

You may not use contact information provided on the Platform for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the Platform or to surreptitiously intercept any system, data or personal information from the Platform. You agree not to interrupt or attempt to interrupt the operation of the Platform in any way. Termination of your access or use will not waive or affect any other right or relief to which Provider may be entitled at law or in equity.

**Monitoring; Copyright Complaints**

You agree that we have the right, but not the obligation, to monitor, edit, disclose, refuse to post, or remove at any time, for any reason in our sole discretion, any material and content anywhere on the
Platform. Notwithstanding this right, we do not and cannot review all materials submitted to the Platform. If notified, we may investigate an allegation that content transmitted to us is in violation of these Terms and Conditions and determine whether to have the communication removed. However, we are under no obligation to remove content and assume no responsibility or liability arising from or relating to any actions or content transmitted by or between you or any third party within or outside of the Platform, including, but not limited to, any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein.

**Limited Warranty and Disclaimer**

WE WARRANT THAT THE PLATFORM AND THE INFORMATION, GRAPHICS, AND MATERIALS IN THE PLATFORM WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE PLATFORM AND THE INFORMATION, GRAPHICS, AND MATERIALS IN THE PLATFORM WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE PLATFORM AND THE INFORMATION, GRAPHICS, AND MATERIALS IN THE PLATFORM ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, THE PLATFORM’S INFORMATION, GRAPHICS, AND/OR OTHER MATERIALS WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, THE HARDWARE AND INFRASTRUCTURE THAT MAKE IT AVAILABLE, IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. IF YOU DOWNLOAD ANY MATERIALS FROM THE PLATFORM, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PROVIDER OR THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THE PLATFORM OR THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY, OR OTHERWISE. NOTE THAT SOME JURISDICTIONS, SUCH AS THE STATE LAW OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON THE LENGTH OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROVIDER AND ITS LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS ON THE PLATFORM, EVEN IF WE (OR OUR AUTHORIZED REPRESENTATIVE(S)) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH
DAMAGES. IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF PROVIDER AND OUR LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS TO OR THROUGH YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT OR TORT EXCEED THE AMOUNT YOU PAID FOR USE OF THE PLATFORM.

Privacy
We respect your privacy and are committed to protecting it. Our attached Privacy Policy governs the processing of all personal data collected from you in connection with your use of the Platform.

Force Majeure
Excusable delays shall be governed by FAR 552.212-4(f).

Notices
We may send you responses or notices by e-mail, posting to the Platform, or written communication sent by U.S. Postal Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Dispute Resolution
Jurisdiction and Governing Law
The Federal laws of the United States govern these Terms and Conditions and your use of the Platform, without giving effect to any laws, rules or provisions that would cause the application of the laws of any other jurisdictions. The United Nations Convention on the International Sale of Goods shall not be applicable to these Terms and Conditions. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form (“UCITA”), shall not be applicable to these Terms and Conditions and, to the extent that UCITA is applicable, the you and Provider agree to opt-out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

Timing of Claims
Any cause of action or claim you may have with respect to the Platform (including, but not limited to, the purchase of products) must be commenced within 6 years after the claim or cause of action arises.

Class Action Waiver
To the fullest extent permitted by applicable law, no claim under these Terms and Conditions shall be joined to a claim involving any other party subject to these Terms and Conditions, whether through a class action lawsuit or otherwise. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Entire Agreement and Admissibility
These Terms and Conditions and any policies or operating rules posted on the Platform constitute the entire agreement and understanding between you and Provider with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms and Conditions
shall be admissible in judicial or administrative proceedings based on or relating to use of the Platform to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability

If any provision of these Terms and Conditions is unlawful, void or unenforceable, the remaining provisions of these Terms and Conditions will remain in place.

Questions

If you have any questions or comments regarding these Terms and Conditions, our Privacy Policy, or the Platform, please feel free to contact us by e-mail at info@klarostech.com.
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Brad Dubinsky / (240) 204 – 8360 / brad.dubinsky@klarostech.com