RIPTIDE SOFTWARE, INC.

INFORMATION TECHNOLOGY SCHEDULE
PRICELIST

TERMS AND CONDITIONS
AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Applicable Special Item Numbers, FSC Classes and FPDS Codes:

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>FPDS Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>D304</td>
<td>IT Facility Operation and Maintenance</td>
</tr>
<tr>
<td>D302</td>
<td>IT Systems Development Services</td>
</tr>
<tr>
<td>D306</td>
<td>IT Systems Analysis Services</td>
</tr>
<tr>
<td>D307</td>
<td>Automated Information Systems Design and Integration Services</td>
</tr>
<tr>
<td>D308</td>
<td>Programming Services</td>
</tr>
</tbody>
</table>

Riptide Software Incorporated
200 E. Palm Valley Drive, 2nd Floor
Oviedo, FL 32765

(407) 282-3545

www.riptidesoftware.com

Contract Number: ___GS-35F-0126U______________________

Period Covered by Contract: __12/04/07-12/03/2012________________

General Services Administration
Federal Supply Service

Pricelist current through Modification #______,
Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service’s Home Page via the Internet at http://www.fss.gsa.gov/
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INFORMATION FOR ORDERING OFFICES
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 Supply Schedules Program. 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!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) 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:

Geographic scope of contract is the 48 contiguous states and the District of Columbia.

2. Contractor's Ordering Address and Payment Information:

Riptide Software Incorporated
200 E. Palm Valley Drive, 2nd Floor

Oviedo, FL 32765

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. 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 agencies to obtain technical and/or ordering assistance:

Phone:

(321) 296-7724, Ext. 104 for technical assistance
(321) 296-7724, Ext. 101 for ordering assistance

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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 TBD
Block 16: Data Universal Numbering System (DUNS) Number: 12-334-3621
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 59-334-1930

4a. CAGE Code: 1QPK2

4b. Contractor has registered with the Central Contractor Registration Database.

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>132-51</td>
<td>To be negotiated</td>
</tr>
</tbody>
</table>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

a. Prompt Payment: one (1) % - 15 Calendar days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity — none
c. Dollar Volume – as shown on attached price lists

d. Government Educational Institutions – None

e. Other – NONE

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:

Not applicable to IT/software services.

10. Small Requirements: The minimum dollar value of orders to be issued is $100.00.

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 132-51 - Information Technology (IT) Professional 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: Federal departments and agencies 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 offices, 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
13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STD): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STD) 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 Supply 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 2001)

(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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(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.

15. **CONTRACT ADMINISTRATION FOR ORDERING OFFICES**: Any ordering office, 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 Government’s convenience, and (m) Termination for Cause (See C.1.)

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.fss.gsa.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. CONSTRUCTOR 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:

   Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, 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 requisitioning 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.

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:

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/EC Services within the scope of this Information Technology Schedule.
   b. The Contractor, Riptide Software Inc, shall provide services at the Contractor’s facility and/or at the Government location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES
   a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
   b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency’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/EC 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

The Inspection of Services—Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office shall permit Contractor, Riptide Software Inc, access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor, Riptide Software Inc, under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

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/EC services. Progress payments may be authorized by the ordering office 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) 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 agency 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 agency 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/EC SERVICES AND PRICING
   a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other Government customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
   b. Pricing for all IT/EC Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

SIN 132-51 Information Technology Professional Services Rates
Rates are established based on Dollar Volume and contract duration, the higher the dollar

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>ONSITE BILLING RATE</th>
<th>OFFSITE BILLING RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Technology Architect</td>
<td>$140.09</td>
<td>$112.07</td>
</tr>
<tr>
<td>Project Manager/Program Manager</td>
<td>$107.25</td>
<td>$85.80</td>
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<tr>
<td>Senior Software Engineer</td>
<td>$115.40</td>
<td>$92.32</td>
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<td>Staff Software Engineer</td>
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<td>$73.85</td>
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<td>Software Engineer</td>
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<td>Instructional Systems Designer (ISD)</td>
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<td>Associate ISD</td>
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<td>Graphics Designer</td>
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<tr>
<td>Senior Graphics Designer</td>
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</tbody>
</table>

value and the longer the duration of the contract the higher the discount on rates. The entire price list chart is provided as an attachment.
Descriptions of qualifications for each labor category are provided in chart below:

<table>
<thead>
<tr>
<th>Position</th>
<th>Educational Requirements</th>
<th>Experience Requirements</th>
<th>Skills Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Technology Architect</td>
<td>Masters Degree or Equivalent</td>
<td>At least 15+ years of object oriented software development experience. Technical lead for</td>
<td>Process definition for the Product Lines, Evaluation of project software architecture and designs, Return on investment (cost avoidance) analysis, systems level architecture designs, Independent verification and validation (IV&amp;V), Authoring Developer’s Guides, HCI Style Guides, Metrics Plan, Configuration Plan, etc.</td>
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<td>large software teams. Published papers in computer science field.</td>
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<tr>
<td>PROJECT MANAGER</td>
<td>Bachelors Degree in Business plus</td>
<td>At least 10 years experience managing government/DoD projects, at least 3 managing software</td>
<td>Competence in all phases of project management from requirements analysis through design, development, integration, testing and delivery and associated techniques and methodologies for planning, progress measurement, problem solving and cost control.</td>
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<td></td>
<td>technical minor.</td>
<td>development efforts.</td>
<td></td>
</tr>
<tr>
<td>Senior Software Engineers--</td>
<td>Sun Certified Programmers</td>
<td>At least 3 years of full time java client side development experience, at least 7 years overall</td>
<td>Trained in the unified process, UML, design patterns, and develop code at the SEI Level III level. In addition all senior developers have experience in at least one commercially available J2EE application server, know J2EE technologies, and subscribe to strict quality procedures to ensure first time quality in delivered products. All senior developers are capable of creating use cases and performing object oriented analysis and design with close interaction with customer and domain experts.</td>
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<tr>
<td>Senior Java User Interface Developer</td>
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<td>object oriented software development experience.</td>
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<tr>
<td>Senior Software Engineers-- Senior Java EJB Developer</td>
<td>Sun Certified Programmers</td>
<td>At least 3 years of full time java experience with at least 7 years of overall object oriented software development experience.</td>
<td>Trained in the latest J2EE technologies and have working experience with at least 2 commercially available application servers. In addition they are proficient in enterprise java beans (CMP &amp; BMP), JSP, JMS, servlets and distributed design patterns geared toward J2EE implementations. All senior developers subscribe to strict quality procedures to ensure first time quality in delivered products. All senior developers are capable of creating use cases and performing object oriented analysis and design with close interaction with the customer and domain experts.</td>
</tr>
<tr>
<td>Staff Software Engineers--Java EJB Lead Developer</td>
<td>Sun Certified Programmers</td>
<td>At least 3 years of full time java experience, with at least 5 years of overall object oriented software development experience.</td>
<td>Trained in the latest J2EE technologies and have at least 1 year of working experience with at least one commercially available application server. All lead developers subscribe to strict quality procedures to ensure first time quality in delivered products. All lead developers are capable of leading small development teams in terms of task breakdown, progress tracking, and technical issue resolution to ensure product success. All lead developers are capable of creating use cases and performing object oriented analysis and design with close interaction with customer and domain experts.</td>
</tr>
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</table>
| Staff Software Engineers--Java HLA Developer | Sun Certified Programmers  
Staff Engineers have a minimum of a bachelor’s degree in computer science or related field | At least 3 years HLA development experience, with at least 5 years of overall test and simulation domain experience. In addition, they have at least one year of object oriented programming experience. | Trained to successfully implement simulation interfaces with regard to legacy applications, other HLA systems, and DIS systems, and are experienced with the HLA compliance certification process with DMSO. |
| Software Engineers--Java User Interface Developer | Sun Certified Programmers  
Software Engineers have a minimum of a bachelor’s degree in computer science or related field | One to two years of full time experience in java, with over 3 years of overall object oriented programming experience. In addition, they have at least one year experience using Swing API with J2EE technologies. | All developers subscribe to strict quality procedures to ensure first time quality in delivered products. |
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<tr>
<td>Software Engineer--Java Middle Tier Developer</td>
<td>Software Engineers have a minimum of a bachelor’s degree in computer science or related field</td>
<td>One to two years of full time experience in java, with over 3 years of overall object oriented programming experience. In addition, they have at least one-year experience with J2EE technologies and direct experience with at least one commercially available application server.</td>
<td>All developers subscribe to strict quality procedures to ensure first time quality in delivered products.</td>
</tr>
<tr>
<td>Associate Software Engineer--Associate Java User Interface Programmer</td>
<td>Associate engineers have a minimum of a bachelor’s degree in computer science or related field</td>
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<td>Object oriented knowledge in java, and are required to have working knowledge of the Swing APIs.</td>
</tr>
<tr>
<td>Associate Software Engineer</td>
<td>Associate engineers have a minimum of a bachelor’s degree in computer science or related field</td>
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<td>Working knowledge of EJB technologies. In addition, these engineers have java experience and object oriented training in java.</td>
</tr>
<tr>
<td>Associate Java User Interface Programmer</td>
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</tr>
<tr>
<td>Clerical Support</td>
<td>High School</td>
<td>Minimum 3 years clerical experience supporting Government/DoD technical projects</td>
<td>Working knowledge with non-technical assistance provided to a program. (i.e. preparation/distribution of correspondence, reports, minutes, technical documentation, etc.).</td>
</tr>
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<tr>
<td>Instruction Systems Designer</td>
<td>Bachelor's Degree in Instructional Technology or Education;</td>
<td>Instructional Systems Designers have a minimum of 8 years of demonstrated instructional design experience in either DoD or commercial domain.</td>
<td>Competence in all phases of instructional systems design from requirements analysis through design, development, integration, testing and delivery and associated techniques and methodologies for planning, progress measurement, problem solving for IMI products.</td>
</tr>
<tr>
<td>Associate ISD</td>
<td>Bachelor's Degree in Education, or similar instructional degree.</td>
<td>Associate Instructional Systems Designers have a minimum of 5 years of demonstrated instructional design experience.</td>
<td>Working knowledge of ISD technologies.</td>
</tr>
<tr>
<td>Senior Graphics Designer</td>
<td>Bachelor of Fine Arts (BFA) Degree or Some College Fine Art or Certificate Software Training with Industry equivalent</td>
<td>2+ years industry experience or experience in IMI Graphics Support.</td>
<td>Macromedia Flash design and production, basic Action Scripting 2.0. Experience creating Large website design, Web application design, Multimedia Marketing/Education design, Interactive Charts and Games, CDRom Multimedia Applications, GUI Design</td>
</tr>
<tr>
<td>Graphics Designer</td>
<td>AA Degree and 1+ years experience or College Fine Art Studies or Certificate Software Training design and production, with Industry equivalent</td>
<td>2+ years with Web design and production</td>
<td>PC and MAC Operating Systems Macromedia (Adobe) Flash – latest version Macromedia (Adobe) Dreamweaver Adobe Creative Suite – latest versions -Adobe Illustrator -Adobe Photoshop -Adobe In-Design Familiar with HTML Familiar with XML</td>
</tr>
</tbody>
</table>