

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

Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software  
Special Item No. 132-51 Information Technology Professional Services

Note: 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.

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Microcomputers

Application Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces 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>.

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

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

FPDS Code D306 IT Systems Analysis 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 performance by the publisher or manufacturer or one of their authorized agents.



**SightLine Systems Corporation**

11130 Fairfax Blvd. Suite 200

Fairfax, VA 22030

[www.sightlinesystems.com](http://www.sightlinesystems.com)

Contract Number: **GS-35F-0330S**

Period Covered by Contract: **March 31, 2006 to March 30, 2011**

General Services Administration

Federal Supply Service

Pricelist current through Modification # \_\_\_\_\_, dated \_\_\_\_\_.

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/>

## **INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

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### **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](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://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:**

*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:

- 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.

#### **2. Contractor's Ordering Address and Payment Information:**

**SightLine Systems Corporation  
PO Box 680265  
Charlotte, NC 28216**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit 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 activities to obtain technical and/or ordering assistance:

**703-563-3000 x335**

#### **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  
Block 16: Data Universal Numbering System (DUNS) Number: **122708683**  
Block 30: Type of Contractor - **B. Other Small Business**  
Block 31: Woman-Owned Small Business - **No**  
Block 36: Contractor's Taxpayer Identification Number (TIN): **51-0462421**

- 4a. CAGE Code: **3FBJ0**
- 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:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<b>132-33</b>	<b>7 Business Days</b>

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities 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 activity, 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.

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<b>132-33</b>	<b>Next Business Day</b>

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

- a. Prompt Payment: **0% - 0 days** from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- 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**

**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 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 – Maintenance of Software

## **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 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 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 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. 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:

### **NO SPECIAL TERMS FOR OVERSEAS DELIVERY**

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.

## **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:

***[www.sightline.com](http://www.sightline.com)***

The EIT standard can be found at: [www.Section508.gov/](http://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)

**TERMS AND CONDITIONS APPLICABLE TO  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND  
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

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**1. INSPECTION/ACCEPTANCE**

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

**2. GUARANTEE/WARRANTY**

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

**SOFTWARE LICENSE AGREEMENT**

This SOFTWARE PRODUCTS LICENSE AGREEMENT (the "Agreement") is made as of (\_\_\_\_\_, 2005), (the "Effective Date") by and between SightLine Systems Corporation, whose principal address is 11130 Fairfax Blvd, Suite 200, Fairfax, VA 22030 (herein referred to as "SightLine Systems"), and \_\_\_\_\_, whose principal address is \_\_\_\_\_ (herein referred to as the "Client").

**RECITALS**

This Agreement consists of the attached Terms and Conditions, and schedules, which among other things allocate risk between the parties, and limit the liability of SightLine Systems in various ways. By signing below Client and SightLine Systems are each agreeing to all of the terms and conditions set forth in this Agreement. Now, therefore, in consideration of the foregoing and the mutual covenants, promises and representations set forth in this Agreement, the parties hereby agree as follows.

**Terms And Conditions**

**1. DEFINITIONS**

- 1.1 "Software Products" means those software products identified in Schedule A, as that schedule may be amended from time to time. Each Software Product shall consist of Licensed Software and associated Documentation.
- 1.2 "Licensed Software" means the machine-readable object code version of the computer software programs that are contained within or otherwise form a part of the Software Products.
- 1.3 "Documentation" means the written end-user materials supplied by SightLine Systems, including any materials available in on-line form, as part of the Software Products, which materials relate to the functional capabilities and proper use and installation of the Licensed Software, such as operating instructions, input information, format specifications or instructional documentation such as guides or manuals.
- 1.4 "Designated Computer System" means the system configuration consisting of the specified central server(s) designated by type and serial number on Schedule A of this Agreement ("Designated Server") and those associated client units (other than other servers) that have the capacity to access and use the Licensed Software resident on the Designated Server, whether locally or from a remote location.
- 1.5 "Appropriate Operating System" means the exact operating system(s) and version(s) thereof specified on Schedule A of this Agreement, or any later replacement version allowed pursuant to the terms of any separate maintenance agreement in force between the parties.

## **2. LICENSE**

- 2.1 Subject to the terms of this Agreement including, without limitation, payment of all applicable license fees and the restrictions set forth in Section 3, SightLine Systems hereby grants to Client a non-exclusive and non-transferable license during the term of this Agreement to use the Licensed Software solely for Client's own internal business purposes, and solely as installed on the Designated Computer System, and to use the Documentation in conjunction therewith. Client shall also have the attendant right to reproduce up to two copies of the Licensed Software on disk (or other non-volatile storage media which are part of the Designated Computer System and not accessible to any server that is not part of the Designated Computer System), solely for archival purposes and emergency back-up purposes as described in Section 2.2.
- 2.2 Client may install and use Licensed Software temporarily on a backup computer system and solely for its own internal business purposes if the Designated Computer System for the Licensed Software is inoperative as a result of conditions beyond Client's control. Temporary use on a backup computer system shall not exceed thirty (30) days without SightLine Systems' prior written consent, such consent not to be unreasonably withheld.
- 2.3 Client shall grant SightLine Systems access to Client's premises and computer systems as necessary or appropriate for SightLine Systems to perform its obligations under this Agreement at reasonable times and upon reasonable notice.
- 2.4 All rights not specifically granted to Client herein are retained by SightLine Systems.

## **3. LICENSE LIMITATIONS.**

- 3.1 Client agrees not to use the Software Products except as specifically set forth in Section 2 above. Further, Client agrees not to:
  - Use any Licensed Software on a computer system other than Client's Designated Computer System.
  - Allow use of any Expert Advisor/Vision Licensed Software by any person not engaged in the direct performance of Client's own data processing activities on behalf of its outsourcing clients. This shall not permit Client to distribution copies of Expert Advisor/Vision Licensed Software to its outsourcing clients.
  - Sublicense, sell, lease, assign, pledge, permit use of, give, lend, distribute, disclose or in any way transfer to third parties any Licensed Software, Documentation, copies thereof or trade secrets contained therein, other than copies of Power Agent Licensed Software to be distributed solely to Client's outsourcing clients.
  - Install or make copies of any Licensed Software or portion thereof except as specifically permitted in Section 2 above.
  - Make any copies of the Documentation or portions thereof except for the purposes of internal use in connection with the permitted uses of the Licensed Software.
  - Decompile, disassemble, reverse engineer or decode any Licensed Software, except as expressly permitted by applicable law.
  - Create any derivative work based on the Licensed Software, the structure, sequence, organization or user interface thereof, or the Documentation.
  - Incorporate any Licensed Software or portion thereof in any manner in other computer software.
  - Remove or obscure the copyright, trademark, proprietary or other notices from any Licensed Software, storage medium, screen display or Documentation.
  - Permit or assist Client's employees or others to engage in any of the above-prohibited acts.

## **4. PROTECTION AND SECURITY**

Client shall not, without the prior written consent of SightLine Systems, disclose, publish, release, transfer or otherwise make available any Software Product, in any form, to any person other than SightLine Systems' employees and Client's employees or contractors or outsourcing clients who are under a written obligation to maintain the confidentiality thereof. Client shall use its best efforts to protect the Software Products or any part thereof from unauthorised disclosure.

## **5. DELIVERY**

SightLine Systems will deliver to Client the specified number of copies of the version of the Licensed Software current as of the Effective Date in a medium suitable for use on the Designated Computer System(s), as well as one copy of the corresponding Documentation.

## **6. PERIOD OF LICENSE**

The license set forth in Section 2 for each Software Product will commence upon the delivery of such Software Product to Client and continue for the term specified in Schedule A hereto or until terminated by SightLine Systems under Section 14 or 15.

## **7. TAXES**

SightLine Systems charges and license fees are exclusive of all taxes, duties, surcharges, or other governmental impositions however designated (collectively, "Taxes") and any other amounts associated with the delivery of the Software Products such as for installation, training, packaging, insurance, shipping and the like (collectively, "Associated Charges"). Customer agrees that it shall pay all Associated Charges and all Taxes.

## **8. PAYMENT**

License fees and other charges will be invoiced on shipment. SightLine Systems may invoice Client for monthly license fees 30 days prior to the due date for such monthly fees. Client will pay all invoices within thirty (30) days from date of invoice (the "Due Date"). If payment is not made by the Due Date, SightLine Systems reserves the right to assess interest charges on all unpaid amounts until such time as such amounts are paid in full at the lower of (i) one and one-half percent (1 ½%) per month, or (ii) the highest rate permitted under applicable law.

## **9. WARRANTY AND EXCLUSIVE REMEDY**

- 9.1 SightLine Systems warrants to and for the benefit of Client only that for a period of ninety (90) days following delivery of any Licensed Software, such Licensed Software when used without modification on the applicable Designated Computer System running an Appropriate Operating System(s), and used in accordance with instructions provided in the Documentation, will be free from defects which prevent the Licensed Software from performing substantially in accordance with the user manual supplied therewith. This warranty does not extend to defects which arise: (i) only when the Licensed Software is used in combination with other software (except the Appropriate Operating System(s)); (ii) due to any modification to the Licensed Software by any party other than SightLine Systems; or (iii) due to misuse or misapplication. IN PARTICULAR, SIGHTLINE SYSTEMS DISCLAIMS ALL LIABILITY FOR THE CONSEQUENCES OF USING THE LICENSED SOFTWARE WITH ANY OPERATING SYSTEM OR VERSION OTHER THAN AN APPROPRIATE OPERATING SYSTEM.
- 9.2 If any Licensed Software contains a defect covered by the warranty set forth in Section 9.1 and Client provides to SightLine Systems within the warranty period written notice of the defect, specifying in detail the nature of the defect and the conditions under which it has been observed, SightLine Systems will use reasonable endeavours to correct the defect as soon as commercially practicable after receipt of notice. This Section 9.2 states the sole and exclusive remedy available to Client and the sole liability and obligation of SightLine Systems for breach of the warranty set forth in Section 9.1. SightLine Systems shall have no obligation with respect to alleged defects not covered by the warranty or any other matters arising out of the quality, performance, results, use of or inability to use the Software Products, except as set forth in Section 10.
- 9.3 THE FOREGOING WARRANTY IS IN LIEU OF, AND, (EXCEPT AS SET FORTH IN SECTION 10), SIGHTLINE SYSTEMS HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES RELATING TO THE PERFORMANCE, RESULTS, USE OF OR INABILITY TO USE THE SOFTWARE PRODUCTS AND ANY WARRANTIES RELATING TO RESOURCE UTILIZATION, RESPONSE TIME OR SYSTEM OVERHEAD. WITHOUT LIMITING THE FOREGOING, SIGHTLINE SYSTEMS DOES NOT WARRANT THAT THE SOFTWARE PRODUCTS WILL FUNCTION WITHOUT INTERRUPTION OR THAT THEY ARE ERROR-FREE. Certain jurisdictions do not permit the disclaimer of certain implied or statutory warranties, so some of the foregoing may not be applicable to Client. To the extent that SightLine Systems cannot disclaim any such warranty, the duration and scope of such warranty shall be for the minimum period and scope permissible under applicable law.

## **10. CHANGE OF DESIGNATED COMPUTER SYSTEM**

- 10.1 The Client may replace hardware units (including Designated Server(s)) in the Designated Computer System with units of materially identical specification to those replaced. Client may otherwise replace any hardware units (including Designated Server(s)) only with SightLine Systems' prior written consent, which shall not be unreasonably withheld. The Client shall pay for all time spent and expenses incurred by SightLine Systems in connection with any such changes and

shall pay any increased license, maintenance and other fees applicable to any replacement Designated Server(s), in accordance with Section 10.2. All copies of Licensed Software installed on any hardware being replaced shall be erased prior to installing a copy of the Licensed Software on the replacement hardware.

- 10.2 If Client changes the hardware specification of the Designated Computer System, then a new Software Products License Agreement (or an amendment to this one) is required, and further fees will be payable. The new Software Products License charge will be at the current list price for the new system, less a rebate equal to 80% of the original Software Products license fee less 1/36 of the original Software Product license fee for each month expired since the date of the original license.

## **11. SERVER SERIAL NUMBER**

If the serial number of the Designated Server of the Designated Computer System is not known at the time this Agreement is entered into, or if the Designated Server is replaced, the Designated Server serial number shall be inserted on both SightLine Systems' copy and Client's copy of this Agreement at the time that it is known.

## **12. INTELLECTUAL PROPERTY INDEMNITY**

- 12.1 SightLine Systems will indemnify and defend Client against any claims that a Software Product used within the scope of this Agreement infringes any U.S. copyright or patent registered as of the Effective Date; provided that SightLine Systems is notified promptly in writing of such claim and is given complete information, reasonable assistance and sole authority to defend or settle the same. In those circumstances, SightLine Systems will pay all damages and costs awarded therein against Client up to the limit set forth in Section 17, but will not be responsible for any cost or expense incurred or settlement made by Client without SightLine Systems' prior written consent.
- 12.2 If any Software Product supplied hereunder is or, in SightLine Systems' opinion, is likely to become, the subject of a claim in infringement of copyright or patent, SightLine Systems may at its option and own expense procure for Client the right to continue using such Software Product, modify the Software Product to make it non-infringing, or substitute other software of similar capability. If, in SightLine Systems' opinion, none of the foregoing alternatives is reasonably available, SightLine Systems may terminate the license of such Software Product upon thirty (30) days written notice to Client. If the license to such Software Product is terminated because of infringement within five (5) years after delivery, Client shall receive a refund of the following percentage of the net license fee actually paid for the Licensed Software: license terminated in first year after delivery, 100%; second year, 80%; third year, 60%; fourth year, 40%; fifth year, 20%.
- 12.3 SightLine Systems shall have no liability for or in respect of claims of patent or copyright infringement to the extent (1) the infringement could have been avoided by the use of the then-current unaltered release of the Software Product, or (2) the claim is based on any modification to the Software Product not made by SightLine Systems.
- 12.4 The foregoing states SightLine Systems entire liability for or in respect of any infringement of any intellectual property rights by the Software Products of any part thereof.

## **13. TERMINATION ON DEFAULT**

- 13.1 If Client (i) fails to make payment within sixty (60) days of an invoice (except in the event of a *bona fide* and documented billing dispute), (ii) commits a prohibited act set forth in Section 3, (iii) commits an act that exceeds the scope of the license grant of Section 2, (iv) is in breach of any other material obligation hereunder where such breach has not been corrected within twenty (20) days after written notice so to do, or (v) should be or become insolvent, have a receiver or trustee in bankruptcy appointed, commence a proceeding or have a proceeding commenced against it for relief under bankruptcy or similar laws, be adjudged bankrupt or be liquidated or dissolved prior to full payment under this Agreement, SightLine Systems may terminate this Agreement and all licenses contained herein by written notice to Client. The termination and remedies under this Section 13 shall be without prejudice to any other rights or remedies provided by law or equity.
- 13.2 If SightLine Systems is in breach of any material obligation hereunder where such breach has not been corrected within twenty (20) days of written notice so to do, Client may terminate this agreement by written notice to SightLine Systems.

## **14. EFFECTS OF TERMINATION**

- 14.1 Client shall, within thirty (30) days of termination of this Agreement or any license granted hereunder for a Software Product, return all copies of the applicable Software Product(s) to SightLine Systems or dispose of them as SightLine Systems may reasonably direct in writing. Upon the return or disposal of a Software Product, Client will so certify in writing to SightLine Systems. Client shall not be entitled to any refund, rebate, prorating or other credit with respect to the license, maintenance or other fees or expenses relating to the terminated license unless expressly authorised in this

Agreement.

- 14.2 The terms of the following Sections shall survive the expiration or earlier termination of this Agreement for any reason: 1, 12, 13, 15, 18 and 19.

## **15. LIMITATION OF LIABILITY**

- 15.1 NEITHER SIGHTLINE SYSTEMS NOR ANY SOFTWARE PRODUCT OWNER SHALL BE LIABLE, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) FOR OR IN RESPECT OF ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE SUSTAINED BY CLIENT, INCLUDING, WITHOUT LIMITATION, ANY LOST DATA OR LOSS OF PROFITS, USE OR GOODWILL, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF ANY LICENSED PRODUCT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR LOSS. Nothing in this Agreement shall affect SightLine Systems liability for personal injury or death arising out of SightLine Systems negligence. Some jurisdictions do not permit the disclaimer of or limitation of liability for certain types of damages; consequently, some of the foregoing disclaimers or limitations may be inapplicable to Client.
- 15.2 SightLine Systems' aggregate liability to Client, whether arising out of or in connection with this Agreement, shall not exceed in total the net license fee(s) actually paid to SightLine Systems in connection with the Software Product(s) on which the liability is based.
- 15.3 Client agrees to waive any claim against SightLine Systems arising out of or in connection with this Agreement unless within thirty (30) days of becoming aware of facts which might give rise to a claim, Client notifies SightLine Systems in writing of such facts and expressly states that they may give rise to a claim. Further, Client agrees not to bring any claim against SightLine Systems more than twelve (12) months after the circumstances giving rise to such claim.
- 15.4 Client waives all claims against the Software Product Owners (except for claims for personal injury or death arising out of the Software Product Owners' negligence).

## **16. INFORMATION AND REPRESENTATIONS**

Client represents and warrants that in deciding to enter into this Agreement, Client has not relied on any information supplied or statements made by SightLine Systems or any Software Product Owner except those contained in writing and signed by and on behalf of SightLine Systems or any Software Product Owner.

## **17. MAINTENANCE**

If Client wishes to obtain maintenance on the Licensed Software and SightLine Systems agrees to provide it, then the parties will enter into a separate written and signed maintenance agreement.

## **18. DISPUTE RESOLUTION**

The parties shall attempt in good faith to resolve any dispute arising under this Agreement informally according to the following procedure. Upon written request of either party identifying a dispute to be resolved, each party will designate an executive officer with the responsibility and authority to resolve the dispute, who is senior to all persons having day to day involvement with or responsibility for the subject matter of this Agreement. These officers shall meet preliminarily within fifteen (15) days after the request to identify the scope of the dispute and the information needed to discuss and attempt to resolve such dispute. These officers shall then gather relevant information regarding the dispute and shall meet to discuss the issue and to negotiate in good faith to resolve the issue prior to instituting more formal proceedings.

## **19. GENERAL**

- 19.1 It is Client's sole responsibility to ensure that all products obtained from third parties (and not provided by SightLine Systems or its assignees under the terms of this Agreement) meet Client's requirements (including but not limited to specification, fitness for purpose and operation and use) whether recommended or referred by SightLine Systems or not.
- 19.2 Client may not export or re-export the Software Products without the appropriate United States or foreign government licenses. Client shall otherwise comply with all applicable export control laws and shall defend, indemnify and hold harmless SightLine Systems and any other Software Product Owner harmless from any claims arising out of Client's violation of such export control laws.
- 19.3 The Software Products are "commercial items" as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48

C.F.R. 12.212 (SEPT 1995) and are provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995) all U.S. Government end users acquire the Software Products with only those rights set forth herein.

- 19.4 SightLine Systems may freely assign this Agreement or its interest in any Software Product or the right to receive payments. SightLine Systems may also freely assign or transfer this Agreement in connection with a merger, sale of all or substantially all of its assets, change of control, or other form of corporate reorganization to which SightLine Systems is a party, whether or not SightLine Systems is the surviving entity. Client may not assign this Agreement or any interest hereunder without SightLine Systems' prior written consent, which consent will not be unreasonably withheld. Without limiting the generality of the foregoing, as used in this Agreement, the following shall be deemed an assignment: (i) any dissolution, merger, consolidation, or other reorganization of or affecting the Client, whether or not Client is the surviving corporate entity; and (ii) the sale or transfer by one or more transactions, of shares representing more than fifty percent (50%) of the total combined voting rights of all classes of Client's issued share capital.
- 19.5 No modification or amendment to this Agreement and no waiver of any provision shall be valid unless in writing, signed by duly authorized representatives of the parties. The waiver of or failure of either party to enforce any term or condition of this Agreement shall not prejudice or restrict its rights or powers under this Agreement, and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.
- 19.6 Any notice to be given hereunder shall be in writing and delivered in person, sent by registered or certified mail, postage prepaid and return receipt requested or transmitted by facsimile to the address of the party concerned set forth on the first page of this Agreement (or such other address as shall have been notified in writing) and if mailed, shall be deemed to have been given three (3) working days after it was mailed.
- 19.7 This Agreement and any addition or modification hereto shall become effective when executed by both parties.
- 19.8 If any provision of this Agreement is held to be unenforceable to any extent, the unenforceable provision shall be enforced to the fullest extent permissible and the other provisions shall remain in full force and effect.
- 19.9 This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia. Subject to the provisions of Section 18 relating to resolution of disputes by officers of the parties, all disputes arising under or relating to this Agreement or the quality, performance, results, use of or inability to use any Software Product shall be brought and maintained in the State and Federal courts located in the Eastern District of Virginia, Alexandria, and the parties hereby expressly consent to the exclusive venue and jurisdiction of such courts.

This Agreement constitutes the entire, complete and sole and exclusive statement of the agreement between the parties with regard to its subject matter and supersedes all prior communications of any nature between the parties.

**AGREED AND ACCEPTED:**

**SIGHTLINE SYSTEMS CORPORATION**

**Name of Client**

Name Charles C. Hale .....  
Title President.....  
Signed .....  
Date .....

Name .....  
Title .....  
Signed .....  
Date .....

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **877-744-4854 ext 370 or 703-563-3000 ext 370** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00 AM to 5:00 PM Eastern time, Monday through Friday. After hours you can leave a message and support will pick it up 1st thing in the morning.**

#### 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

<b>SIGHTLINE END USER SUPPORT</b>	
SightLine provides Level 0, Level 1, Level 2, and Level 3 Support to End Users	
Level 0, 1, 2 and 3 Support are defined as follows:	
<u>Level 0 Support:</u>	
<ul style="list-style-type: none"><li>• Taking the initial call from the End User and verifying entitlement</li><li>• Documenting the problem's symptoms, operating platform and product version</li><li>• Assigning an initial priority to the problem</li><li>• Recording End User contact information</li></ul>	
Level 0 Support will then route the problem to the appropriate Level 1 Support.	
<u>Level 1 Support:</u>	
<ul style="list-style-type: none"><li>• First technical investigation and analysis of the problem</li><li>• Search for previously reported problems</li><li>• Identification of associated available corrections and information regarding workarounds</li><li>• Issuing corrections for previously reported problems</li></ul>	
If unable to resolve issues, Level 1 Support works with and refers problems to level 2 Support.	
<u>Level 2 Support:</u>	
<ul style="list-style-type: none"><li>• In-depth investigation and analysis of the problem</li><li>• To the extent possible, isolation of the problem to the product and/or module, possible problem recreation and resolution of reported problems</li><li>• Identification of workarounds or existing corrections</li><li>• Dissemination of information</li></ul>	
Onsite support backup is provided for Level 2 Support, as appropriate. Additional assistance requests and new problems are passed to Level 3 Support for resolution.	
<u>Level 3 Support:</u>	
<ul style="list-style-type: none"><li>• Recreating the problem and providing resolutions for newly reported problems</li><li>• Generating corrections, workarounds, and emergency fixes and maintenance and feature releases.</li></ul>	
Onsite support backup is provided for Level 3 Support, as appropriate.	
<b>EMERGENCY</b>	
This is not a Service Level Priority, instead, it is a special acknowledgment of a critical situation which requires immediate and sustained action until the problem is resolved.	

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

#### 5. PERIODS OF MAINTENANCE (132-34)

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

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an

order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

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

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE: Not Applicable**

**7. TERM LICENSE CESSATION Not Applicable**

**8. UTILIZATION LIMITATIONS - (132-33, AND 132-34)**

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

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

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

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

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

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

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

**9. SOFTWARE CONVERSIONS – Not Applicable**

**10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

**11. RIGHT-TO-COPY PRICING**

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

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

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### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

### **2. PERFORMANCE INCENTIVES**

- 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 in accordance with this clause.
- 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**

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) 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) (Deviation – May 2003) 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 ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

All IT 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 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 52.232-7 (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.

## **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 SERVICES AND PRICING

### 1. Commercial Job Title: SightLine Consultant

**Minimum/General Experience:** Five (5) years of experience in the participation and/or management of systems performance and/or capacity management programs with at least fifteen (15) years of experience with information technology-related programs.

**Functional Responsibility:** Provides implementation, training, and consulting services to ensure clients realize the highest return on investment in their SightLine products in the shortest period of time. Services are customized for each client's specific situation but normally include some or all of the following:

- Identify personnel at client site responsible for various SightLine responsibilities.
  - Workload characterization by platform
  - Data repository and archive
  - Creating and maintaining Expert Advisor/Vision (EA/V) server
    - "Everyday" environments and reports
    - SightLine web site and reports
  - Ad-hoc analysis
- Identify and document site-specific reporting and alerting requirements at client site.
- Setup and refine system-specific workload characterization at the Agent level for at least one of each of the platform types at client site. After training, client personnel will be able to develop workload characterizations for the remaining host platforms at client site.
- Setup a copy of SightLine EA/V as a performance data repository server for scheduled analysis, alerting, and reporting (both browser-based and paper). Site-specific performance environments are developed for a subset of the installed systems. After training, client personnel will be able to propagate the initial environments as required to other client systems.
- Create site-specific consolidated trace files and expressions to meet the reporting needs of client.

**Minimum Education:** Bachelor's degree in an engineering or related IT field or equivalent work experience.

### 2. SightLine Trainer

**Minimum/General Experience:** Two (2) years of experience with SightLine software and at least five (5) years of experience with information technology-related programs.

**Functional Responsibility:** Provides training on SightLine software to clients. Designs classes tailored to the specific mix of SightLine software at the client site.

**Minimum Education:** Bachelor's degree in an engineering or related IT field or equivalent work experience.

SVC	Services		
SVC.TRAINING	Training		
SVC.TRAINING.001	Training per Day	\$1,813.60	132-51
	Note: Travel and Expenses are Billed as incurred		
SVC.CONSULTING	Consulting		
SVC.CONSULTING.001	Consulting Services per Day	\$2,015.11	132-51
	Note: Travel and Expenses are Billed as incurred		