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**General Services Administration
Federal Acquisition Service
Information Technology Schedule Pricelist
GS-35F-0365U**



**APPROVED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICE**

General Description

Premier Systems Ltd., founded in 1992, is an Information Technology Value-Added Reseller and Consulting organization. We have assembled a highly trained and experienced staff with strong project management skills and deep technology expertise. We focus on Enterprise Information Technology Solutions as well as industry specific application solutions. Our senior management and technical professionals average over two decades of hands-on experience in leading-edge technologies. Premier is a Woman-Owned Small Business (WOSB) and a Pennsylvania Sub Chapter "S" Corporation.

Applicable Special Item Numbers, FSC Classes, and FPDS Codes

| Special Item Numbers | FSC Class/FPDS Code | Products/Services |
|--|---------------------|---|
| 132-8 Purchase of Equipment | FSC Class 7010 | System Configuration |
| | FSC Class 7025 | Input/Output and Storage Devices |
| | FSC Class 7035 | ADP Support Equipment |
| | FSC Class 7042 | Mini and Micro Computer Control Devices |
| | FSC Class 7050 | ADP Components |
| | FSC Class 5995 | Cable, Cord, and Wire Assemblies: Communications Equipment |
| | FSC Class 6015 | Fiber Optic Cables |
| | FSC Class 6020 | Fiber Optic Cable Assemblies and Harnesses |
| | FSC Class 6145 | Wire and Cable, Electrical |
| | FSC Class 5815 | Teletype and Facsimile Equipment |
| | FPDS Code N070 | Installation, Deinstallation, and Reinstallation for equipment offered under this SIN |
| 132-32, Term Software License | FSC Class 7030 | Information Technology Software |
| 132-33, Perpetual Software Licenses | FSC Class 7030 | Information Technology Software |
| 132-51, Information Technology Professional Services | FPDS Code D302 | IT Systems Development Services |
| | FPDS Code D306 | IT Systems Analysis Services |
| | FPDS Code D307 | Automated Information Systems Design and Integration Services |
| | FPDS Code D308 | Programming Services |



| Special Item Numbers | FSC Class/FPDS Code | Products/Services |
|----------------------|---------------------|---|
| | FPDS Code D310 | IT Backup and Security Services |
| | FPDS Code D311 | IT Data Conversion Services |
| | FPDS Code D313 | Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services |
| | FPDS Code D399 | Other Information Technology Services, Not Elsewhere Classified |

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

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>.

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.

Period Covered by

Contract: April 22, 2008-April 21, 2018

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification Number PA-0084, dated January 13 2016. Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Agencies can browse GSA *Advantage!* by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fas.gsa.gov>

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1 INFORMATION FOR ORDERING ACTIVITIES

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area: *Not Applicable*

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Agencies should address all orders to the following address:

Premier Systems LTD
P.O. Box 1730
Blue Bell, PA 19422
Phone: 610-272-5666 /Fax: 610-272-1632
Email: Stephen.reese@pscltd.com

Agencies should address all payments to the following address:

Premier Systems LTD
P.O. Box 1730
Blue Bell, PA 19422
Phone: 610-272-5666 /Fax: 610-272-1632
Email: Stephen.reese@pscltd.com

Please note, Section 9, page 32 of this pricelist includes a list of dealers that have been authorized to participate under the contract. When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

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

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

Ordering Assistance
Phone: 610-272-5666
Fax: 610-272-1632
E-mail: Stephen.reese@pscltd.com

Technical Assistance
Phone: 610-272-5666
Fax: 610-272-1632
E-mail: Stephen.reese@pscltd.com

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. STATICAL 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: 135244304

Block 30: Type of Contractor - B, Other Small Business

Block 31: Woman-Owned Small Business - Yes

Block 36: Contractor's Taxpayer Identification Number (TIN) 74-3078873

4a. CAGE Code: 4UT35

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 NUMBERS

132-8, 132-32, 132-33

132-51

DELIVERY TIME (DAYS ARO)

30 days ARO

To be determined between contractor and Ordering Activity

- 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.

- c. i. SIN 132-54 and SIN 132-55, **ACCELERATED SERVICE DELIVERY** (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.
- ii. SIN 132-54 and SIN 132-55, **TIME-CRITICAL DELIVERY** (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or

COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

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

- a. Prompt Payment: 1% - 10 days from invoice date.
- b. Quantity – None
- c. Dollar Volume – None
- d. Government Educational Institutions – Government Educational Institutes 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 Number (SIN) is \$500,000:
 - Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-32, Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - 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

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can

be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. 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.
 - c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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 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 received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to

simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

- Yes
 No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <http://www.psc ltd.com>.

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)

2. TERMS AND CONDITIONS APPLICABLE TO SPECIAL ITEM NUMBER 132-8, PURCHASE OF EQUIPMENT

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:
- b. **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 received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for

quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. WARRANTY

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

Commercial guarantee/warranties are based upon Original Equipment Manufacturer (OEM) standards and are stated at time of quote based on the end user requirements.

- 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.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: *Not Applicable*

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

3. TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32) AND PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

The Contractor shall provide all Enterprise User License Agreements in an editable format.

The following Pharos end user license agreement is incorporated into these terms and conditions.

Pharos Systems International, Inc. ("Pharos")
80 Linden Oaks, Suite 310, Rochester, New York 14625, USA
Phone: Toll Free +1 (877) 848 0397, Fax: +1 (585) 249 9229
Email: support@pharos.com

END-USER SOFTWARE LICENSE, HARDWARE & SUPPORT AGREEMENT

This Agreement is made and entered into as of this 9th day of January 2013, by and between Pharos Systems International, Inc. ("Pharos") 80 Linden Oaks, Suite 310, Rochester, New York 14625, USA and U.S. General Services Administration ("Licensee"), Center for IT Schedule Program, 2200 Crystal Drive, CP#4, Room 606, Arlington, VA, 22202, USA. Pharos and Licensee collectively hereafter are referred to as ("Party" or "Parties").

1. Definitions.

- 1.1. "Documentation" means the user manuals and technical manuals in electronic and printed form instructing the Licensee in the use of the Software and the applicable platforms on which the Software will operate. Documentation is available in English only.
- 1.2. "Installation" means the first use of the License Key.
- 1.3. "License Key" means the encrypted character string or file that Pharos shall transmit to Licensee via electronic mail or other mutually acceptable means and that enables the use of the Software for a fixed period of time.
- 1.4. "Primary Server" means the central server where the Software is installed for which Licensee has paid the Total Price. This server provides central configuration and reporting services.
- 1.5. "Secondary Server" means a server, other than the Primary Server, where the Software is installed. This server connects to the Primary Server.
- 1.6. "Workstations" means the end user workstations and/or laptops where the Software is installed for which Licensee has paid the Total Price.

- 1.7. "Software Support Services" means the Software Support Services set out in Schedule 1 ("Support").
 - 1.8. "Total Price" means the current price of the Software as determined by the data held within the License Key plus the annual support, upgrade, and annual license renewal fee and any installation charges due to Pharos or its agents.
 - 1.9. "Renewal Fee" means the annual support, upgrade, and annual license renewal fee due to Pharos or its agents.
 - 1.10. "Software" means the Pharos and third party software including any upgrades, modified versions, updates, additions, and copies thereof.
2. License.
- 2.1. Grant of License. Subject to the terms and conditions of the Agreement, Pharos grants to Licensee a non-exclusive, non-transferable license to use the object code version of Software, including any Documentation, on the Primary Server, Secondary Server(s), and Workstation(s) within the limits specified in the License Key. Licensee may make a reasonable number of copies of the Software for backup or archival purposes only, so long as Pharos' copyright notices are reproduced on each copy. Notwithstanding the preceding, any reproduction or distribution of the Software or the Documentation other than in accordance with the express terms of this Agreement is prohibited by law. Licensee may not modify, lease, rent, sub-license or loan the Software.
 - 2.2. Backup Servers. Subject to the terms and conditions of this Agreement, Pharos will allow the Licensee to utilize the License Key granted in Section 2.1 to establish a supported backup infrastructure, including a test or development environment.
 - 2.3. Restrictions On Use. The Software in source code form remains confidential and a proprietary trade secret of Pharos and/or its suppliers and Licensee may not reverse engineer, decipher, decompile, disassemble or create derivative works from the Software. The Software and Documentation shall be used only by Licensee for its internal business use.
 - 2.4. Secure Database. If the Software included in this package is the Pharos Blueprint Enterprise Software product and/or the Pharos Blueprint Assessment Software product, then it contains certain models and costing data (the "Restricted Data") supplied to Pharos by a data supplier (the "Data Supplier") and the Licensee agrees as follows with respect to such Restricted Data:
 - 2.4.1. THE RESTRICTED DATA IS BASED ON INFORMATION BELIEVED TO BE RELIABLE, BUT THE ACCURACY AND COMPLETENESS OF THE RESTRICTED DATA ARE NOT GUARANTEED, AND NEITHER PHAROS NOR ITS DATA SUPPLIER SHALL BE LIABLE FOR ANY ERRORS OR OMISSIONS WHATSOEVER.
 - 2.4.2. Licensee agrees that it will use the Restricted Data solely in accordance with the Documentation and will not use it except for internal business purposes
3. Ownership. Licensee acknowledges that the Software and the Documentation, is the sole and exclusive property of Pharos and its licensors. Pharos' and its third party licensor's ownership are protected by United States copyright laws, trade secret laws and international treaty provisions. Licensee may not remove any copyright, trademark, or other proprietary or product identification notices from the Software.
4. Payment and License Keys.

- 4.1. Payment. Licensee shall pay Pharos the Total Price of the Software.
- 4.2. License Key. Licensee acknowledges that the Software is not functional without the possession of a License Key unique to the Licensee. Pharos may provide Licensee with a temporary License Key prior to receipt of payment. Upon receipt of full payment, Pharos shall deliver to Licensee a License Key. Such License Key shall enable Licensee to use the Software within the limits specified in the License Key for the term of the license ("Initial Term").
- 4.3. Renewal of Term. Upon expiration of the Initial Term, the Software will cease to function without a new License Key. In order to purchase a new License Key and to receive an additional term of Support Services (as defined in Section 6 ("Software Support")), Licensee may contact Pharos. Pharos shall inform Licensee of the then-current GSA Contract Rates. Upon receipt of Licensee's payment of the Renewal Fee, Pharos shall transmit via electronic mail a License Key for the subsequent term.
5. Operation. Licensee shall supply hardware of sufficient capacity and configuration to maintain high levels of response time in the Software.
6. Software Support. Pharos shall provide support for the Software ("Support Services") during the Initial Term, and any renewal term, in accordance with Schedule 1 ("Support").
7. Licensee Liability. The parties acknowledge that Licensee's liability for infringement is limited by the provisions of 28 U.S.C. §1498.
8. Trademarks. Any trademarks appearing herein are either registered trademarks or trademarks of their respective owners in the United States and/or other countries.
9. Warranty and Disclaimer
 - 9.1. Limited Warranty. This warranty is extended only to the Licensee. For a period of ninety (90) days from Installation ("Warranty Period"), Pharos warrants that the Software will perform substantially in accordance with the accompanying Documentation. In the event that the Software does not perform substantially in accordance with the Documentation ("Error"), then Licensee shall provide Pharos with written notice within ten (10) days of the expiration of the Warranty Period. Upon receipt of such notice, Pharos' sole obligation and entire liability and Licensee's sole and exclusive remedy shall be at Pharos' option, (i) to refund the Total Price paid for the Software or (ii) to provide a correction for the Error. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication or the occurrence of any of the exclusions to Support Services, as set forth in Schedule 1 ("Support").
 - 9.2. Third Party Supplied Products / Hardware Warranty
 - 9.2.1. Pharos (subject to clause 9.2.9) warrants that the hardware, device(s) or component(s), conform to the product specifications and requirements.
 - 9.2.2. Pharos (subject to clause 9.2.9) warrants that the hardware, device(s) or component(s), will be free from defects, in workmanship, for a period of twelve (12) months from the date of delivery.
 - 9.2.3. Pharos (subject to clause 9.2.9) warrants that the hardware, device(s) or component(s), are free from defects in materials for a period of twelve (12) months from the date of delivery.
 - 9.2.4. The warranty period (subject to clause 9.2.9) commences with the initial shipment date. If a device is replaced under warranty, the new device's warranty

is still based on the original shipment date of the replaced device. After the warranty period, the customer will be liable for all repair, replacement and shipping costs

- 9.2.5. Pharos will complete warranty service within a period of time deemed reasonable by Pharos. For “Repair Work”, as contrasted with warranty service work, Pharos (subject to clause 9.2.9) warrants that the repaired hardware, device(s) or component(s), will be free from all defects in workmanship on the repair exclusively for 4 weeks from the delivery date.
- 9.2.6. Pharos total liability for defective and damaged hardware (devices or components) is limited at Pharos’ option to either:
 - 9.2.6.1. Repair, if possible, the defective or damaged hardware (devices or components); or
 - 9.2.6.2. Replace the defective or damaged hardware (devices or components).
- 9.2.7. Repair or Replace: The Warranty is provided on a return to base basis. Pharos shall determine the most appropriate course of action limited to repairing or replacing such hardware, device(s) or component(s). Replacement units or parts may include remanufactured or refurbished parts or components. The responsible party for the costs of removal from site, freight to and from site, and reinstallation and transportation costs to and from the site, is determined under the Pharos Return Merchandise Authorization (RMA) Policy and Procedures, and the following conditions;
 - 9.2.7.1. Manufacturing and/or Design defect: Where the fault is determined to be a manufacturing and/or a Design fault, within the warranty period, Pharos will bear the full cost including repair, shipping, duty, and insurance.
 - 9.2.7.2. Licensee-caused fault: Where the fault is determined in Pharos’ reasonable discretion to be a licensee fault, Pharos will repair or replace the defective components(s) upon receipt of a Purchase Order for the repair or replacement as appropriate and for shipping, duty, and insurance.
- 9.2.8. Pharos (subject to clause 9.2.9) warrants that the repaired hardware, device(s) or component(s), will be free from all defects in materials but in respect of materials sourced by Pharos from an outside manufacturer, Pharos liability under its warranty for defective materials will be limited to the rights which Pharos has under that manufacturer’s warranties.
- 9.2.9. The warranty will be void, no warranty will be given, and Pharos will not be liable, in the reasonable opinion of Pharos, under the following conditions:
 - 9.2.9.1. Where the hardware's (devices or components) warranty sticker is tampered or broken.
 - 9.2.9.2. Where the hardware (devices or components) are reworked or tampered by parties other than Pharos or its suppliers.
 - 9.2.9.3. Where the end-customer (reseller and / or end-user) has altered or modified, or has subjected the hardware (devices or components) to any misuse, abuse, unusual or non-recommended use, servicing, or handling.

- 9.2.9.4. For any indirect or consequential loss of any kind, causes external to the product such as electric power fluctuations or failure, damage by accident, misuse, misapplication, neglect, fire, water, lightning, lack of proper maintenance, unauthorized product modification, act of nature, normal wear and tear, any other cause which does not relate to a product defect, or failure to follow supplied documentations.
- 9.2.9.5. For any materials supplied by the customer (reseller and / or end-user) for use by Pharos in the work.
- 9.2.10. Product returns for standard hardware products must be unopened, unused and received by Pharos within 14 days of the original delivery date. Licensee is responsible for any freight, duty and insurance for the product while in transit back to Pharos.
- 9.3. **DISCLAIMER. OTHER THAN THE WARRANTIES SET FORTH IN SECTIONS 9.1 and 9.2 ABOVE, AND SUBJECT TO ANY LIMITATIONS THAT APPLY TO COMMERCIAL ITEMS UNDER APPLICABLE FEDERAL ACQUISITION REGULATIONS, ALL OTHER WARRANTIES ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF A THIRD PARTY'S RIGHTS, OR THAT SOFTWARE WILL MEET ANY REQUIREMENTS OR NEED OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.** If a disclaimer of implied warranties is not permitted by law, the duration of any such implied warranty is limited to ninety (90) days from Installation.
10. **Limited Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND REGULATION, IN NO EVENT SHALL PHAROS BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS), OR FOR LEGAL FEES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF PHAROS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PHAROS' AGGREGATE LIABILITY TO LICENSEE EXCEED THE AMOUNT PAID BY LICENSEE.
11. **Confidentiality.** Licensee agrees to be bound by the terms and conditions for use of the "**Confidential Information**" as set forth in **Schedule 2** ("**Confidential Information**").
12. **General Provisions.**
- 12.1. **Choice of Law.** This Agreement will be governed by and construed according to the laws of the United States of America. The parties expressly exclude the application of the United Nations Convention on Contracts for the Sale of Goods to this Agreement.
- 12.2. **Assignment.** Neither party may assign this Agreement without prior notice to and consent of the other party, which consent may not be unreasonably withheld.
- 12.3. **Amendments.** This Agreement shall not be revoked, rescinded or modified as to any of its terms and conditions except by written Agreement between the parties hereto.
- 12.4. **Waiver.** No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party. No waiver by a party will prejudice its rights

- in respect of any subsequent breach of this Agreement by another party. No failure by a party to enforce any clause of this Agreement or any forbearance, delay or indulgence granted by that party to another party will be construed as a waiver of its rights under this Agreement.
- 12.5. Severability. If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision, which shall be deemed deleted.
- 12.6. Export Control. Licensee acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data, including the Software and Documentation. Licensee agrees that it will not export or re-export the Software and Documentation in any form without the appropriate United States and foreign governmental licenses.
- 12.7. Notices. Notices under this Agreement may be delivered to Pharos, by hand, by registered mail or by facsimile to the addresses specified at the beginning of this Agreement. Notice will be deemed given: (i) in the case of hand delivery or registered mail, upon written acknowledgment of receipt by an officer or other duly authorized employee, agent or representative of the receiving party or (ii) in the case of facsimile, upon completion of transmission, provided that the sender has no knowledge of the transmission not being received or being corrupted.
- 12.8. Entire Agreement. This License, the Solicitation/Contract for Commercial Item and the applicable provisions of the Federal Acquisition Regulations made a part thereof constitute the entire agreement between the parties for the subject matter referred to herein and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

SCHEDULE 1

SUPPORT

1. **SUPPORT SERVICES** Pharos' Support Services shall consist of the following:
 - 1.1. The Documentation in electronic form.
 - 1.2. Support from technical personnel comprising of telephone / facsimile / electronic mail consultation concerning, operation, use, and maintenance of the Software. Technical support is available in English only. For an additional fee, the consultation may be performed at Licensee's site, identified at time of purchase or via phone on a mutually convenient date, subject to Pharos then-standard fees for such on-site professional services.
 - 1.3. Pharos may, at its option, provide a temporary correction or work-around and later provide a permanent correction or a Software update.
 - 1.4. Pharos will use commercially reasonable efforts to ensure that the Software will operate with those PCL and Postscript print drivers certified by Pharos and used by Licensee's various applications.
 - 1.5. Modifications to the Software to enable it to operate with future hot fix releases of the Windows Operating System and Microsoft SQL Server database per the applicable Pharos product documentation for the installed version of the Software.
 - 1.6. Software and Documentation updates, at no charge, in electronic form. Such updates

may include enhancements to the functionality of the Software and documentation, but exclude new products or modules.

2. SUPPORT AVAILABILITY

- 2.1. Unless otherwise agreed between the parties Support Services are available as follows: Monday through Friday 8 a.m. through 9 p.m. EST excluding Pharos' company holidays and national holidays (collectively "Support Hours").
- 2.2. Licensee may contact Pharos for support. Direct requests for support to Pharos may be subject to additional charges. Pharos Support may be contacted via electronic mail at the following address support@pharos.com. Alternatively, Pharos may be reached by calling +1 (877) 848-0397.
- 2.3. Pharos, or its authorized support provider, shall use commercially reasonable efforts to resolve the support request within a reasonable time.

3. EXCLUSIONS TO THE SUPPORT SERVICES Pharos' support obligations do not extend to the provision of support under the following conditions.

- 3.1. The Software was used on a machine other than the Server or in contravention of this Agreement.
- 3.2. The Software was used with another software product without the knowledge and consent of Pharos.
- 3.3. The Software was used contrary to the Documentation or to instructions provided by Pharos or an authorized support center.
- 3.4. The Software was corrupted by a computer virus or hacker activity.
- 3.5. The Software was modified without the knowledge and consent of Pharos.
- 3.6. The Software was used in conjunction with printers using print languages other than those confirmed as being supported by Pharos, as referenced in the Documentation.
- 3.7. Licensee is not using a recent release of Microsoft SQL-Server or Microsoft Operating System supported by the Software or the Software itself is not the latest release. In all cases any Service Packs shall be applied. At the sole discretion of Pharos, corrections or workarounds may be made available for earlier releases.
- 3.8. The development of changes to the functionality of the Software requested by Licensee.
- 3.9. The development or supply of additional modules to run in conjunction with the Software.

SCHEDULE 2 **CONFIDENTIAL INFORMATION**

1. **Definition of Confidential Information.** "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, hardware, software programs, software, and formulae related to the current, future and proposed products and services of Pharos, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Confidential Information" also includes proprietary or confidential information of any third

party who may disclose such information to Pharos or Licensee in the course of Pharos's business.

2. Nondisclosure and Nonuse Obligations. Licensee agrees that it will not make use of, disseminate, or in any way disclose Confidential Information to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of Pharos and any purpose Pharos may hereafter authorize in writing. Licensee agrees that it shall treat all Confidential Information of Pharos with at least the same degree of care as it accords to its own Confidential Information of like nature and Licensee represents that it exercises at least reasonable care to protect its own Confidential Information. If Licensee is not an individual, Licensee agrees that it shall disclose Confidential Information of Pharos only to those of its employees who need to know such information Licensee will immediately give notice to Pharos of any unauthorized use or disclosure of the Confidential Information. Licensee agrees to assist Pharos in remedying any such unauthorized use or disclosure of the Confidential Information. Additionally, Licensee shall comply with any more specific and/or protective requirements for protection of Confidential Information set forth in this Agreement.
3. Exclusions from Nondisclosure and Nonuse Obligations. Licensee's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") with respect to any portion of Confidential Information shall terminate when Licensee can document that: (a) it was in the public domain at or subsequent to the time it was communicated to Licensee by Pharos through no fault of Licensee; (b) it was rightfully in Licensee's possession, as proven by documents existing prior to disclosure of the Confidential Information to Licensee, free of any obligation of confidence at or subsequent to the time it was communicated to Licensee by Pharos; or (c) it was developed by employees or agents of Licensee who never had access to Confidential Information, independently of and without reference to any information communicated to Licensee by Pharos. If Licensee is required to disclose Confidential Information in response to a valid and binding order by a court or other governmental body, or law, such as the Freedom of Information Act, Licensee shall immediately notify Pharos in writing thereof.
4. Ownership of Confidential Information and Other Materials. All Confidential Information, and any Derivatives thereof whether created by Pharos or Licensee, remains the property of Pharos and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, design and lists) furnished to Licensee by Pharos, and which are designated to be the property of Pharos, shall remain the property of Pharos and shall be returned to Pharos promptly at Pharos's request, together with all copies thereof.
5. Disclosure of Third Party Information. Neither party shall communicate any information to

the other in violation of the proprietary rights of any third party.

6. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.
7. Remedies; Injunctive Relief. Licensee shall be liable to Pharos to the extent provided in 28 U.S.C. §1498.

ADDENDUM TO END-USER SOFTWARE LICENSE, HARDWARE & SUPPORT AGREEMENT

This Addendum is made and entered into as of this 9th day of August, 2012, by and between Pharos Systems International, Inc. ("Pharos") 80 Linden Oaks, Suite 310, Rochester, New York 14625, USA and U.S. General Services Administration ("Licensee"), Center for IT Schedule Program, 2200 Crystal Drive, CP#4, Room 606, Arlington, VA, 22202, USA. Pharos and Licensee collectively hereafter are referred to as ("Party" or "Parties").

This Addendum (this "Addendum") to your End-User Software License, Hardware & Support Agreement (the "Agreement") relates to the license to you by Pharos of Pharos Blueprint Toner Saving Policy, a bundled software product (the "Bundled Software Product") consisting of (1) the Pharos Blueprint® Enterprise software (the "Pharos Software") and (2) the PretonSaver™ Enterprise Software (the "Preton Software").

1. Definitions: For purposes of this Addendum, the following terms will have the meanings set forth below. Capitalized terms used in this Addendum without definition have the meanings given to them in the Agreement.
 - 1.1. "Preton Documentation" means the user manuals and technical manuals in electronic and printed form instructing the Licensee in the use of the Preton Software and the applicable platforms on which the Preton Software will operate. Documentation is available in English only.
 - 1.2. "Preton License Key" means the encrypted character string or file that Pharos shall transmit to Licensee via electronic mail or other mutually acceptable means and that enables the use of the Preton Software for a fixed period of time.
 - 1.3. "Total Bundled Price" means the current price of the Bundled Software Product as determined by the data held within the License Key and the Preton License Key plus the annual support, upgrade, and annual license renewal fee and any installation charges due to Pharos or its agents.
2. License. In addition to the license granted to Licensee pursuant to Section 2.1 of the Agreement to use the Pharos Software in accordance with the terms of the Agreement, subject to the terms and conditions of the Agreement and this Addendum, Pharos grants to Licensee a non-exclusive, non-transferable license to use the object code version of the Preton Software, including any Preton Documentation, on the Server(s), and Workstation(s) within the limits specified in the Preton License Key. The restrictions in Sections 2.1, 2.2 and 2.3 of the Agreement apply to the license granted hereby and are incorporated by reference into this Addendum, except that all references in such sections to "Pharos", the "Software", the "Documentation" and the "License Key" shall be

deemed for purposes of this Addendum to be references to “Preton”, the “Preton Software”, the “Preton Documentation” and the “Preton License Key”. The Bundled Software Product is licensed as a single product and neither the Software nor the Preton Software may be separated for installation or use in violation of the terms of this Agreement, including the Addendum.

3. Ownership. Licensee acknowledges that the Preton Software and the Preton Documentation are the sole and exclusive property of Preton. Preton’s ownership is protected by applicable copyright laws, trade secret laws and international treaty provisions. Licensee may not remove any copyright, trademark or other proprietary or product identification notices from the Preton Software.
4. Payment and License Keys. Licensee shall pay Pharos the Total Bundled Price of the Bundled Software Product. Licensee acknowledges that the Preton Software is not functional without the possession of a Preton License Key unique to Licensee, and that the issuance of a Preton License Key during the Initial Term and any renewal of the Initial Term is subject to the provisions of Sections 4.2 and **Error! Reference source not found.** of the Agreement, which are incorporated herein by reference (except that all references therein to the “Software” and the “License Key” shall be deemed for purposes of this Addendum also to include references to the “Preton Software” and the “Preton License Key”).
5. Operation. Licensee shall supply hardware of sufficient capacity and configuration to maintain high levels of response time in the Preton Software.
6. Software Support. Pharos, or one of its authorized support centers, shall provide support for the Preton Software during the Initial Term and any renewal term, in accordance with Schedule 1 (“Support”) to the Agreement.
7. Warranty and Disclaimer
 - 7.1 The limited warranty included in Section 9.1 of the Agreement and the disclaimer set forth in Section 9.3 of the Agreement shall be deemed to cover the Preton Software to the same extent as if fully set forth herein. Such warranty and disclaimer are incorporated herein by reference, except that all references therein to the “Software” and the “Documentation” shall be deemed to be references to the “Preton Software” and the “Preton Documentation”.
8. Limited Liability and Confidentiality. The provisions of Sections 10 and 11 of the Agreement are incorporated by reference into this Addendum.
9. General Provisions. The provisions of Section 12 of the Agreement are incorporated herein by reference, provided that Licensee acknowledges that the provisions of Section 12.6 of the Agreement with respect to the export and re-export of the Software and the Documentation also apply to the export and re-export of the Preton Software and the Preton Documentation.
10. Schedule 1 – Support. Provided that Licensee has paid the Total Bundled Price for the Bundled Software Product and any Renewal Fee, the Support Services to be provided by

Pharos in accordance with Schedule 1 to the Agreement shall also apply to the Preton Software and the Preton Documentation to the same extent as if fully set forth herein, including without limitation the exclusions to Pharos' support obligations set forth in Section 3 of Schedule 1.

11. Schedule 2 – Confidential Information. Licensee acknowledges and agrees that, for purposes of Schedule 2 – Confidential Information, the term “Confidential Information” of Pharos shall be deemed to include proprietary or confidential information relating to Preton, the Preton Software and the Preton Documentation.

3. GUARANTEE/WARRANTY

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

Commercial guarantee/warranties are based upon Original Equipment Manufacturer (OEM) standards and are stated at time of quote based on the end user requirements.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

The technical support number is 610-272-5666 or 610-306-3175 and is available from 9:00 a.m. to 5:00 p.m., EST.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently

Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

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

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

2. Software Maintenance as a Service

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

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

6. PERIODS OF TERM LICENSES (132-32)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar day's written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses citing the new appropriation shall be required, if the term licenses 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 are to be terminated at

that time. Orders for the continuation of term licenses will be required if the term licenses are to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of _____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (132-32 and 132-33)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is

inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

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

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Please see the pricelist spreadsheets for product descriptions and pricing.

12. RIGHT-TO-COPY PRICING

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

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

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - 1. Cancel the stop-work order; or
 - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - 1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 1. The offeror;
 2. Subcontractors; and/or
 3. Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES

Subject Matter Expert Level III

Minimum General Experience: Provides extremely high-level subject matter expertise for work described in the program/task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems that require doctorate level knowledge of the subject matter for effective implementation. From computer system standpoint, participates as needed in all phases of software and hardware development with emphasis on the planning, analysis, testing, integration, documentation, training, and presentation phases. From a business process standpoint, provides technical advice, guidance and direction for the improvement, modification, and re-engineering of business processes, policies and procedures for any functional area under consideration or review. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order/program. Can work independently at the highest level. Directs the composition or composes and finalizes documentation.

Educational Requirements/Experience

Ph.D. equivalent and 15 years work experience*

Subject Matter Expert Level II

Minimum General Experience: Provides high-level subject matter expertise for work described in the program/task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems that require high-level knowledge of the subject matter for effective implementation. From computer system standpoint, participates as needed in all phases of software and hardware development with emphasis on the planning, analysis, testing, integration, documentation, training, and presentation phases. From a business process standpoint, provides technical advice, guidance, and direction for the improvement, modification, and re-engineering of business processes, policies, and procedures for any functional area under consideration or review. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order/program. Can work

independently at the highest level. Can direct the composition or compose and finalize documentation.

Educational Requirements/Experience

Masters Degree equivalent and 10 years work experience*

Subject Matter Expert Level I

Minimum General Experience: Provides subject matter expertise for work described in the program/task. Provides technical knowledge and analysis of highly specialized applications and operational environment, functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems that requires knowledge of the subject matter for effective implementation. From computer system standpoint, participates as needed in all phases of software and hardware development with emphasis on the planning, analysis, testing, integration, documentation, training, and presentation phases. From a business process standpoint, provides technical advice, guidance, and direction for the improvement, modification, and re-engineering of business processes, policies, and procedures for any functional area under consideration or review. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order/program. Can work independently. Can compose and finalize documentation.

Educational Requirements/Experience

Bachelor's Degree equivalent and 0 years work experience*

Program Manager Level III

Minimum General Experience: Responsible for managing the day-to-day operations of the program and overall coordination, status reporting, and stability of complex and cross-functional project-oriented work efforts. Develops the program strategy, supporting business case, and various program plans. Ensures integration of project and adjusts scope, timing, and budget as needed. Establishes and implements program management processes and methodologies to ensure projects are delivered on time, within budget, adhere to high quality standards, and meet customer expectations. Responsible for tracking key project milestones and adjusting program plans and/or resources. Delivers presentations and leads client meetings.

Educational Requirements/Required Experience

Bachelor's Degree or equivalent 15 Years work experience*

Program Manager Level I

Minimum General Experience: Responsible for managing the day-to-day operations of the program and overall coordination, status reporting, and stability of complex and cross-functional project-oriented work efforts. Develops the program strategy, supporting business case, and various program plans. Ensures integration of project and adjusts scope, timing, and budget as needed. Establishes and implements program management processes and methodologies to ensure projects are delivered on time, within budget, adhere to high

quality standards, and meet customer expectations. Responsible for tracking key project milestones and adjusting program plans and/or resources. Delivers presentations and leads client meetings.

Educational Requirements/Experience

Bachelor's Degree or equivalent 7 Years work experience *

Systems Analyst Level III

Minimum General Experience: Performs analytical work in research, development, design, testing, analysis, production, maintenance, operation, planning, estimating, application, or standardization of engineering facilities, systems, structures, software applications, firmware, processes, equipment, devices, or materials. Develops system concepts, supported by analysis, for implementation by the engineering staff. Has prime accountability for the maintenance and operating efficiency of a major subsystem. Continually assesses the performance of appropriate software and hardware systems to identify and correct problems that impact operation efficiency and work quality. Maintains active liaison with user personnel to ensure continuing responsiveness of applicable system software and hardware user requirements; analyzes performance indicators such as a system's response time and number of programs being processed to ensure operational efficiency. Designs, codes, installs, and maintains appropriate systems; identifies, evaluates, tailors and directs the implementation of vendor-supplied software packages. Performs special systems regenerations where applicable to reflect changes in peripheral configuration; ensures the maintenance of adequate software and hardware systems documentation; recommends to management the purchase or lease of systems software and hardware experts in the resolution of complex systems related problems. Trains users and other personnel in the use of systems software and related hardware.

Educational Requirements/Experience

Bachelor's Degree or equivalent 10 Years work experience*

Systems Analyst Level II

Minimum General Experience: Performs analytical work in research, development, design, testing, analysis, production, maintenance, operation, planning, estimating, application, or standardization of engineering facilities, systems, structures, software applications, firmware, processes, equipment, devices, or materials. Develops system concepts, supported by analysis, for implementation by the engineering staff. Has prime accountability for the maintenance and operating efficiency of a major subsystem. Continually assesses the performance of appropriate software and hardware systems to identify and correct problems that impact operation efficiency and work quality. Maintains active liaison with user personnel to ensure continuing responsiveness of applicable system software and hardware user requirements; analyzes performance indicators such as a system's response time and number of programs being processed to ensure operational efficiency. Designs, codes, installs, and maintains appropriate systems; identifies, evaluates, tailors and directs the implementation of vendor-supplied software packages. Performs special systems regenerations where applicable to reflect changes in peripheral

configuration; ensures the maintenance of adequate software and hardware systems documentation; recommends to management the purchase or lease of systems software and hardware experts in the resolution of complex systems related problems. Trains users and other personnel in the use of systems software and related hardware.

Educational Requirements/Experience

Bachelor's Degree or equivalent 7 years work experience *

Systems Analyst Level I

Minimum General Experience: Performs analytical work in research, development, design, testing, analysis, production, maintenance, operation, planning, estimating, application, or standardization of engineering facilities, systems, structures, software applications, firmware, processes, equipment, devices, or materials. Develops system concepts, supported by analysis, for implementation by the engineering staff. Has accountability for the maintenance and operating efficiency of a major subsystem. Continually assesses the performance of appropriate software and hardware systems to identify and correct problems that impact operation efficiency and work quality. Maintains active liaison with user personnel to ensure continuing responsiveness of applicable system software and hardware user requirements; analyzes performance indicators such as a system's response time and number of programs being processed to ensure operational efficiency. Designs, codes, installs, and maintains appropriate systems; identifies, evaluates, tailors and directs the implementation of vendor-supplied software packages. Performs special systems regenerations where applicable to reflect changes in peripheral configuration; ensures the maintenance of adequate software and hardware systems documentation; recommends to management the purchase or lease of systems software and hardware experts in the resolution of complex systems related problems. Trains users and other personnel in the use of systems software and related hardware.

Educational Requirements/Experience

Bachelor's Degree or equivalent 3-5 years work experience *

Programming Engineer III

Minimum General Experience: Interprets, implements, and maintains complex operating systems and subsystems from specifications prepared by vendors and engineers. Directs or fine tunes applications to maximize throughput on various computing platforms and equipment configurations. Responsible for integrating equipment and systems from multiple vendors into the overall organizational configuration to maximize data communications and resource sharing. Designs, codes, installs, and maintains appropriate systems software programs; identifies, evaluates, tailors, and directs the implementation of vendor-supplied software packages. Performs special systems regenerations where applicable to reflect changes in peripheral configuration; ensures the maintenance of adequate software systems documentation; recommends to management the purchase or lease of systems software and software personnel in the resolution of complex systems related problems.

Educational Requirements/Experience

Bachelor's Degree or equivalent 7 Years work experience*

Programming Engineer II

Minimum General Experience: Interprets, implements, and maintains complex operating systems and subsystems from specifications prepared by vendors and engineers. Directs or fine tunes applications to maximize throughput on various computing platforms and equipment configurations. Responsible for integrating equipment and systems from multiple vendors into the overall organizational configuration to maximize data communications and resource sharing. Designs, codes, installs, and maintains appropriate systems software programs; identifies, evaluates, tailors, and directs the implementation of vendor-supplied software packages. Performs special systems regenerations where applicable to reflect changes in peripheral configuration; ensures the maintenance of adequate software systems documentation; recommends to management the purchase or lease of systems software and software personnel in the resolution of complex systems related problems.

Educational Requirements/Experience

Bachelor's Degree or equivalent 5 Years work experience *

The following applies to all IT Professional Services.

- * **Six years of general experience is considered equivalent to a Bachelor's Degree**
- * **Six years of general experience with a Bachelor's Degree is equivalent to a Master's Degree**
- * **Six years of general experience with a Master's Degree is equivalent to a PhD Degree.**

5. AWARDED LABOR CATEGORIES AND RATES

| SIN | CLIN | Description | GSA Price | Delivery Commence |
|------------|-------------|---------------------------|------------------|----------------------------|
| 132-51 | SME-III | Subject Matter Expert III | \$241.06 | TBD/ Agency and Contractor |
| 132-51 | SME-II | Subject Matter Expert II | \$168.74 | TBD/ Agency and Contractor |
| 132-51 | SME-I | Subject Matter Expert I | \$144.63 | TBD/ Agency and Contractor |
| 132-51 | PM-III | Program Manager III | \$202.49 | TBD/ Agency and Contractor |
| 132-51 | PM-I | Program Manager I | \$96.42 | TBD/ Agency and Contractor |
| 132-51 | SA-III | Systems Analyst III | \$173.56 | TBD/ Agency and Contractor |
| 132-51 | SA-II | Systems Analyst II | \$144.63 | TBD/ Agency and Contractor |
| 132-51 | SA-I | Systems Analyst I | \$115.71 | TBD/ Agency and Contractor |
| 132-51 | PE-III | Programming Engineer III | \$173.56 | TBD/ Agency and Contractor |
| 132-51 | PE-II | Programming Engineer II | \$144.63 | TBD/ Agency and Contractor |

Note 1: All prices include the Industrial Funding Fee, currently set at .75%

Note 2: Travel and expenses associated with services performed at the end user's site are not included and shall be invoiced separately on an open market basis as incurred.

REFLEX AND SECURE64 AWARDED ITEMS AND APPROVED PRICING

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|----------------|-----|-------------|--------------|--------------------------|
|----------------|-----|-------------|--------------|--------------------------|

Reflex Virtualization Management Center (VMC)

| | | | | |
|----------------------|--------|--|--------|-------------|
| NA-VMC-1-P | 132-33 | Reflex Virtualization Management Center (VMC) (Single Instance) | Reflex | \$8,862.07 |
| NA-VMC-SP-1-P | 132-33 | Reflex Virtualization Management Center (VMC) (Single Instance/Service Provider) | Reflex | \$44,328.06 |
| NA-HOST-VWATCH-1-P | 132-33 | Reflex Host license for vWatch module (per CPU socket) | Reflex | \$527.56 |
| NA-HOST-VTRUST-1-P | 132-33 | Reflex Host license for vTrust module (per CPU socket) | Reflex | \$527.56 |
| NA-HOST-VPROFILE-1-P | 132-33 | Reflex Host license for vProfile module (per CPU socket) | Reflex | \$527.56 |
| NA-HOST-VBUILD-1-P | 132-33 | Reflex Host License for vBuild module (per CPU socket) | Reflex | \$527.56 |

Reflex VMC Maintenance and Technical Support ** must match VMC & Host license count

| | | | | |
|----------------------|--------|---|--------|-------------|
| NA-VMC-1YR-M | 132-33 | Software Maintenance and 24x7 Technical Support - 1 Year - per VMC instance | Reflex | \$2,763.35 |
| NA-VMC-SP-1YR-M | 132-33 | Software Maintenance and 24x7 Technical Support - 1 Year - per VMC instance | Reflex | \$13,822.30 |
| NA-HOST-VWATCH-1-M | 132-33 | Software Maintenance and 24x7 Technical Support - 1 Year - per CPU socket | Reflex | \$164.50 |
| NA-HOST-VTRUST-1-M | 132-33 | Software Maintenance and 24x7 Technical Support - 1 Year - per CPU socket | Reflex | \$164.50 |
| NA-HOST-VPROFILE-1-M | 132-33 | Software Maintenance and 24x7 Technical Support - 1 Year - per CPU socket | Reflex | \$164.50 |
| NA-HOST-VBUILD-1-M | 132-33 | Software Maintenance and 24x7 Technical Support - 1 Year - per CPU socket | Reflex | \$164.50 |

Reflex Enterprise Reporting Module

| | | | | |
|--------------|--------|--|--------|------------|
| NA-ENT-REP-P | 132-33 | Enterprise Reporting Module license - per VMC instance | Reflex | \$8,862.07 |
|--------------|--------|--|--------|------------|

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|----------------|--------|---|--------------|--------------------------|
| NA-ENT-REP-M | 132-33 | Enterprise Reporting Module Maintenance and 24x7 Technical Support - 1 Year | Reflex | \$1,772.41 |

Reflex Support Services

| | | | | |
|-------------|--------|---------------------------------------|--------|------------|
| NA-PSS-1day | 132-33 | Support Services: 1 day engagement | Reflex | \$1,450.88 |
|-------------|--------|---------------------------------------|--------|------------|

Secure64

| | | | | |
|----------------------|--------|---|----------|--------------|
| S64FPAUTHP | 132-33 | Secure64 DNS Authority, Prod. Version | Secure64 | \$19,541.71 |
| S64FPAUTHL | 132-33 | Secure64 DNS Authority, Lab Version | Secure64 | \$4,881.76 |
| S64FPAUTHD | 132-33 | Secure64 DNS Authority, DR Version | Secure64 | \$2,927.10 |
| S64FPSIGNP | 132-33 | Secure64 DNS Signer Base, Prod. Version, rx2660 | Secure64 | \$41,042.97 |
| S64FPSIGNP3600 | 132-33 | Secure64 DNS Signer Base, Prod. Version, rx3600 | Secure64 | \$58,634.91 |
| S64FPSIGNPLTD | 132-33 | Secure64 DNS Signer, Small Enterprise Edition | Secure64 | \$19,541.71 |
| S64FPSIGNBLTDBC K | 132-33 | Secure64 DNS Signer, Small Enterprise Backup | Secure64 | \$10,260.99 |
| S64FPSIGNPZONE1 | 132-33 | Secure64 DNS Signer 1 zone add-on | Secure64 | \$1,949.77 |
| S64FPSIGNPZONEX | 132-33 | Secure64 DNS Signer 10 zone add-on | Secure64 | \$3,899.55 |
| S64FPSIGNPZONEC | 132-33 | Secure64 DNS Signer 100 zone add-on | Secure64 | \$18,080.60 |
| S64FPSIGNPZONEK | 132-33 | Secure64 DNS Signer 1,000 zone add-on | Secure64 | \$83,073.05 |
| S64FPSIGNPZONEX K | 132-33 | Secure64 DNS Signer 10,000 zone add-on | Secure64 | \$381,158.69 |
| S64FPSIGNPZONEC K | 132-33 | Secure64 DNS Signer 100,000 zone add-on | Secure64 | \$879,596.98 |
| S64FPSIGNL | 132-33 | Secure64 DNS Signer Base, Lab Version | Secure64 | \$10,260.99 |
| S64FPCACHP | 132-33 | Secure64 DNS Cache, Prod. Version | Secure64 | \$29,315.01 |
| S64FPCACHL | 132-33 | Secure64 DNS Cache, Lab Version | Secure64 | \$7,325.09 |
| S64FPCACHPWERD | 132-33 | Secure64 DNS Cache, Web Error Redirection Module | Secure64 | \$14,655.06 |
| S64FPCACHLWERD | 132-33 | Secure64 DNS Cache, Web | Secure64 | \$3,708.97 |

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|---------------------|--------|---|--------------|--------------------------|
| | | Error Redirection Module Lab | | |
| S64FM1YAUTHP | 132-33 | Secure64 DNS Authority, Prod. Version, 1 Yr Maint. | Secure64 | \$3,988.93 |
| S64FM1YAUTHL | 132-33 | Secure64 DNS Authority, Lab Version, 1 Yr Maint. | Secure64 | \$3,988.93 |
| S64FM1YAUTHD | 132-33 | Secure64 DNS Authority, DR Version, 1 Yr Maint. | Secure64 | \$3,988.93 |
| S64FM1YSIGNP | 132-33 | Secure64 DNS Signer Base, Prod. Version, rx2660, 1 Yr Maint. | Secure64 | \$8,377.84 |
| S64FM1YSIGNP3600 | 132-33 | Secure64 DNS Signer Base, Prod. Version, rx3600, 1 Yr Maint. | Secure64 | \$11,968.78 |
| S64FM1YSIGNPLTD | 132-33 | Secure64 DNS Signer, Small Enterprise, 1 Yr Maint. | Secure64 | \$3,988.93 |
| S64FM1YSIGNBLTD BCK | 132-33 | Secure64 DNS Signer, Small Enterprise Backup, 1 Yr Maint. | Secure64 | \$2,094.71 |
| S64FM1YSIGNPZO NE1 | 132-33 | Secure64 DNS Signer Small Enterprise 1 zone add-on, 1 Yr Maint. | Secure64 | \$397.99 |
| S64FM1YSIGNPZO NEX | 132-33 | Secure64 DNS Signer 10 zone add-on, 1 Yr Maint. | Secure64 | \$795.99 |
| S64FM1YSIGNPZO NEC | 132-33 | Secure64 DNS Signer 100 zone add-on, 1 Yr Maint. | Secure64 | \$3,690.68 |
| S64FM1YSIGNPZO NEK | 132-33 | Secure64 DNS Signer 1,000 zone add-on, 1 Yr Maint. | Secure64 | \$16,957.18 |
| S64FM1YSIGNPZO NEXK | 132-33 | Secure64 DNS Signer 10,000 zone add-on, 1 Yr Maint. | Secure64 | \$77,803.53 |
| S64FM1YSIGNPZO NECK | 132-33 | Secure64 DNS Signer 100,000 zone add-on, 1 Yr Maint. | Secure64 | \$179,546.60 |
| S64FM1YSIGNL | 132-33 | Secure64 DNS Signer Base, Lab Version, 1 Yr Maint. | Secure64 | \$2,094.71 |
| S64FM1YCACHP | 132-33 | Secure64 DNS Cache, Prod. Version, 1 Yr Maint. | Secure64 | \$5,983.89 |
| S64FM1YCACHL | 132-33 | Secure64 DNS Cache, Lab Version, 1 Yr Maint. | Secure64 | \$5,983.89 |
| S64FM1YCACHPWE RD | 132-33 | Secure64 DNS Cache, Web Error Redirection Module, 1 Yr Maint. | Secure64 | \$2,991.45 |
| S64FM1YCACHLWE RD | 132-33 | Secure64 DNS Cache, Web Error Redirection Module Lab, 1 Yr Maint. | Secure64 | \$757.09 |

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|--------------------------|--------|---|--------------|--------------------------|
| S64FPSIGNZONEX3 YRSUP | 132-33 | Secure64 DNS Signer 10 zone add-on with 3yr Platinum warranty | Secure64 | \$6,005.69 |
| S64FPSINGPLTD3Y RSUP | 132-33 | Secure64 DNS Signer, Small Enterprise Edition with 3 yr Platinum Warranty | Secure64 | \$30,093.94 |
| S64CM3YSIGNPZO NE1 | 132-33 | Secure64 DNS Signer Small Enterprise 10 zone add-on, 3 Yr Maint. | Secure64 | \$2,149.57 |
| S64CM3YPSIGNPLT D | 132-33 | Secure64 DNS Signer, Small Enterprise, 3 Yr Maint. | Secure64 | \$10,769.80 |
| s64-HW-DNS-BASE- 3YR | 132-8 | HP RX2660 hardware with 3 yr Platinum Warranty | Secure64 | \$7,720.91 |

PHAROS AWARDED ITEMS AND APPROVED PRICING

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|----------------|-----|-------------|--------------|--------------------------|
|----------------|-----|-------------|--------------|--------------------------|

Blueprint & iMFPs

| | | | | |
|-------------------------|--------|---|-------------------|----------|
| GSA-BP-TNR-ENT | 132-32 | GSA - BP & Toner Save Policy Enterprise (per user for 2 or more networks) | Pharos Systems | \$33.23 |
| GSA-BP-TNR-ENT- 1M | 132-32 | GSA - BP with Toner Save Policy Enterprise - 1 month AM&S | Pharos Systems | \$0.55 |
| GSA-BP-TNR | 132-32 | GSA - BP & Toner Save Policy (per seat) | Pharos Systems | \$16.61 |
| GSA-BP-TNR-1M | 132-32 | GSA - BP with Toner Save Policy - 1 month AM&S | Pharos Systems | \$0.28 |
| BP-BEO | 132-32 | Blueprint Enterprise (per seat) | Pharos Systems | \$11.73 |
| GSA-BP-BEO-1M | 132-32 | Blueprint Enterprise - 1 month AM&S | Pharos Systems | \$0.20 |
| BP-TONER-DIR | 132-32 | Blueprint Enterprise Toner Save Policy Option for BP-BEO (per seat) | Pharos Systems | \$9.77 |
| GSA-BP-TONER- DIR-1M | 132-32 | GSA - Blueprint Enterprise Toner Save Policy Option - 1month AM&S | Pharos Systems | \$0.16 |
| BP-IMFP-HP | 132-32 | IMFP Blueprint - HP Software License | Pharos Systems | \$293.20 |
| GSA-BP-IMFP-HP- | 132-32 | GSA - IMFP BP - HP - 1 month | Pharos | \$4.89 |

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|---------------------|--------|--|----------------|--------------------------|
| 1M | | AM&S | Systems | |
| BP-IMFP-KM | 132-32 | IMFP Blueprint - Konica Minolta Software License | Pharos Systems | \$293.20 |
| GSA-BP-IMFP-KM-1M | 132-32 | GSA - IMFP BP - KM - 1 month AM&S | Pharos Systems | \$4.89 |
| BP-IMFP-CAN | 132-32 | IMFP Blueprint - Canon Software License | Pharos Systems | \$434.91 |
| GSA-BP-IMFP-CAN-1M | 132-32 | GSA - IMFP BP - Canon - 1 month AM&S | Pharos Systems | \$7.25 |
| BP-IMFP-XXR | 132-32 | IMFP Blueprint - Xerox Software License | Pharos Systems | \$474.01 |
| GSA-BP-IMFP-XXR-1M | 132-32 | GSA - IMFP BP - Xerox - 1 month AM&S | Pharos Systems | \$7.90 |
| BP-IMFP-RIC | 132-32 | IMFP Blueprint - Ricoh Software License | Pharos Systems | \$293.20 |
| GSA-BP-IMFP-RIC-1M | 132-32 | GSA - IMFP BP - Ricoh - 1 month AM&S | Pharos Systems | \$4.89 |
| BP-IMFP-SHRP | 132-32 | IMFP Blueprint- Sharp Software License | Pharos Systems | \$293.20 |
| GSA-BP-IMFP-SHRP-1M | 132-32 | GSA - IMFP BP - Sharp - 1 month AM&S | Pharos Systems | \$4.89 |
| BP-IMFP-SAM | 132-32 | IMFP Blueprint- Samsung Software License | Pharos Systems | \$293.20 |
| GSA-BP-IMFP-SAM-1M | 132-32 | GSA - IMFP BP - Samsung - 1 month AM&S | Pharos Systems | \$4.89 |
| BP-IMFP-LEX-EDAS | 132-32 | IMFP Blueprint- Lexmark Software License | Pharos Systems | \$322.52 |
| GSA-BP-IMFP-LEX-1M | 132-32 | GSA - IMFP BP - Lexmark - 1 month AM&S | Pharos Systems | \$5.38 |

Omega Terminals

| | | | | |
|---------------------|--------|--|----------------|------------|
| OMG-PS60-US | 132-32 | Pharos Omega PS60 | Pharos Systems | \$386.05 |
| GSA-OMG-PS60-US-1M | 132-32 | GSA - PS60 - 1 month AM&S | Pharos Systems | \$6.43 |
| OMG-PS200 | 132-8 | Omega PS200 Network Terminal | Pharos Systems | \$1,005.04 |
| GSA-OMG-200-EXTW-1M | 132-8 | GSA-Omega PS200 Network Terminal-1 month Extended Warranty | Pharos Systems | \$16.75 |

Uniprint & iMFPs

| | | | | |
|-----------------|--------|---|----------------|------------|
| UPO-BASE | 132-32 | Uniprint Base for Print & Copy License - Office | Pharos Systems | \$4,886.65 |
| GSA-UPO-BASE-1M | 132-32 | GSA-Uniprint Office Base - 1 | Pharos | \$81.44 |

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|-----------------------|--------|---|----------------|--------------------------|
| | | month AM&S | Systems | |
| UPO-DVC | 132-32 | Uniprint Printer, Copier, MFP Device License (per device) | Pharos Systems | \$146.60 |
| GSA-UPO-DVC-1M | 132-32 | GSA-Uniprint Office Device - 1 month AM&S | Pharos Systems | \$2.44 |
| UPS-HE-BASE | 132-32 | Uniprint Standard Base License for Higher Education | Pharos Systems | \$4,886.65 |
| GSA-HE-BASE-1M | 132-32 | GSA-Uniprint Standard Base Higher Education - 1 month AM&S | Pharos Systems | \$81.44 |
| UPS-PRINTER | 132-32 | Uniprint Standard Printer License | Pharos Systems | \$635.26 |
| GSA-UPS-PRINTER-1M | 132-32 | GSA-Uniprint Standard Printer License - 1 month AM&S | Pharos Systems | \$10.59 |
| UP-3PARTY | 132-32 | Uniprint Third Party Charging | Pharos Systems | \$2,443.32 |
| GSA-UP-3PARTY-1M | 132-32 | GSA-Uniprint Third Party Charging - 1 month AM&S | Pharos Systems | \$40.72 |
| UP-AGW-AD | 132-32 | Uniprint Authentication Gateway Active Directory | Pharos Systems | \$488.66 |
| GSA-UP-AGW-AD-1M | 132-32 | GSA-Uniprint Authentication Gateway Active Directory - 1 month AM&S | Pharos Systems | \$8.14 |
| UP-AGW-LDAP | 132-32 | Uniprint Authentication Gateway LDAP (replaces Novell) | Pharos Systems | \$488.66 |
| GSA-UP-AGW-LDAP-1M | 132-32 | GSA-Uniprint Authentication Gateway LDAP (replaces Novell) - 1 month AM&S | Pharos Systems | \$8.14 |
| UP-BGW-BB | 132-32 | Uniprint Blackboard Billing Gateway | Pharos Systems | \$2,443.32 |
| GSA-UP-BGW-BB-1M | 132-32 | GSA-Uniprint Blackboard Billing Gateway - 1 month AM&S | Pharos Systems | \$40.72 |
| UP-BGW-CBORD-G | 132-32 | Uniprint CBORD CS Gold Billing Gateway | Pharos Systems | \$2,443.32 |
| GSA-UP-BGW-CBORD-G-1M | 132-32 | GSA-Uniprint CBORD CS Gold Billing Gateway - 1 month AM&S | Pharos Systems | \$40.72 |
| UP-BGW-CBORD-O | 132-32 | Uniprint CBORD Odyssey Billing Gateway | Pharos Systems | \$2,443.32 |
| GSA-UP-BGW-CBORD-O-1M | 132-32 | GSA-Uniprint CBORD Odyssey Billing Gateway - 1 month AM&S | Pharos Systems | \$40.72 |

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|-------------------------|--------|---|----------------|--------------------------|
| UP-BGW-GM | 132-32 | Uniprint General Meters/Heartland Billing Gateway | Pharos Systems | \$2,443.32 |
| GSA-UP-BGW-GM-1M | 132-32 | GSA-Uniprint General Meters/Heartland Billing Gateway - 1 month AM&S | Pharos Systems | \$40.72 |
| OTG-BASE | 132-32 | Off-The-Glass Base License Fee | Pharos Systems | \$1,954.66 |
| GSA-OTG-BASE-1M | 132-32 | GSA-Off-The-Glass Base License Fee - 1 month AM&S | Pharos Systems | \$32.58 |
| OTG-COPY | 132-32 | Off-The-Glass Copier License Fee | Pharos Systems | \$293.20 |
| GSA-OTG-COPY-1M | 132-32 | GSA-Off-The-Glass Copier License Fee - 1 month AM&S | Pharos Systems | \$4.89 |
| UP-IMFP-CAN | 132-32 | IMFP Uniprint - Canon Software License (per device) | Pharos Systems | \$434.91 |
| GSA-UP-IMFP-CAN-1M | 132-32 | GSA-IMFP Uniprint - Canon Software License (per device) - 1 month AM&S | Pharos Systems | \$7.25 |
| UP-IMFP-HP | 132-32 | IMFP Uniprint - HP Software License (per device) | Pharos Systems | \$293.20 |
| GSA-UP-IMFP-HP-1M | 132-32 | GSA-IMFP Uniprint - HP Software License (per device) - 1 month AM&S | Pharos Systems | \$4.89 |
| UP-IMFP-KM | 132-32 | IMFP Uniprint - Konica Minolta Software License (per device) | Pharos Systems | \$293.20 |
| GSA-UP-IMFP-KM-1M | 132-32 | GSA-IMFP Uniprint - KM Software License (per device) - 1 month AM&S | Pharos Systems | \$4.89 |
| UP-IMFP-LEX-EDAS | 132-32 | IMFP Uniprint - Lexmark Software License with eDAS (per device) | Pharos Systems | \$342.07 |
| GSA-UP-IMFP-LEX-EDAS-1M | 132-32 | GSA-IMFP Uniprint - Lexmark Soft Lic. with eDAS (per device) - 1 month AM&S | Pharos Systems | \$5.70 |
| UP-IMFP-RIC | 132-32 | IMFP Uniprint - Ricoh Software License (per device) | Pharos Systems | \$293.20 |
| GSA-UP-IMFP-RIC-1M | 132-32 | GSA-IMFP Uniprint - Ricoh Software License (per device) - 1 month AM&S | Pharos Systems | \$4.89 |
| UP-IMFP-SHRP | 132-32 | IMFP Uniprint - Sharp Software License (per device) | Pharos Systems | \$293.20 |
| GSA-UP-IMFP- | 132-32 | GSA-IMFP Uniprint - Sharp | Pharos | \$4.89 |

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|------------------------|--------|--|----------------|--------------------------|
| SHRP-1M | | Software License (per device) - 1 month AM&S | Systems | |
| UP-IMFP-XRX | 132-32 | IMFP Uniprint - Xerox Software License (per device) | Pharos Systems | \$474.01 |
| GSA-UP-IMFP-XRX-1M | 132-32 | GSA-IMFP Uniprint - Xerox Software License (per device) - 1 month AM&S | Pharos Systems | \$7.90 |
| KIOSK-FLOOR-MAG | 132-8 | Kiosk - Floor Mount - Standard with magnetic card reader | Pharos Systems | \$10,165.24 |
| GSA-KIOSK-FLOOR-MAG-1M | 132-8 | GSA-Kiosk - Floor Mount - 1 month extended warranty | Pharos Systems | \$169.42 |

Hardware, Card Readers and Copy Cables

| | | | | |
|---------------------|-------|--|----------------|----------|
| CR-PROX-PLUS | 132-8 | Card Reader - pcPROX Plus | Pharos Systems | \$148.36 |
| CR-PROX-PLUS-HP-HIP | 132-8 | Card Reader - pcPROX Plus HP HIP | Pharos Systems | \$210.58 |
| CR-IMFP-MAG-BLK | 132-8 | Card Reader - USB Magnetic Reader | Pharos Systems | \$148.36 |
| CR-PROX-ICL-BLK | 132-8 | Card Reader - pcPROX iCLASS USB Card Reader | Pharos Systems | \$148.36 |
| CR-P200-MAG-BLK | 132-8 | PS200 Omega Magnetic Card Reader | Pharos Systems | \$148.36 |
| CR-P150-MAG-BLK | 132-8 | PS150 Omega Magnetic Card Reader | Pharos Systems | \$148.36 |
| OMG-150-LINK | 132-8 | Omega Standard SmartLink for Copy Control | Pharos Systems | \$119.65 |
| OMG-CC-CAN | 132-8 | Omega copier cable for Canon devices | Pharos Systems | \$119.65 |
| OMG-CC-HP | 132-8 | Omega copier cable for HP devices | Pharos Systems | \$119.65 |
| OMG-CC-KM | 132-8 | Omega copier cable for Konica Minolta and BizHub devices | Pharos Systems | \$119.65 |
| OMG-CC-KYO | 132-8 | Omega copier cable for Kyocera devices | Pharos Systems | \$119.65 |
| OMG-CC-MIN | 132-8 | Omega copier cable for Minolta only devices | Pharos Systems | \$119.65 |
| OMG-CC-PAN | 132-8 | Omega copier cable for Panasonic devices | Pharos Systems | \$119.65 |
| OMG-CC-RIC-20 | 132-8 | Omega copier cable for Ricoh devices | Pharos Systems | \$119.65 |
| OMG-CC-RIC-4 | 132-8 | Omega cable for Ricoh, Savin, Lanier & Gestetner devices (4 pin) | Pharos Systems | \$119.65 |

| Product Number | SIN | Description | Manufacturer | GSA Price w/ .75% IFF |
|----------------|-------|---|----------------|--------------------------|
| OMG-CC-SHRP | 132-8 | Omega copier cable for Sharp devices | Pharos Systems | \$119.65 |
| OMG-CC-TOS-12 | 132-8 | Omega copier cable for Toshiba with 12 pin connector | Pharos Systems | \$119.65 |
| OMG-CC-TOS-4 | 132-8 | Omega copier cable for Toshiba devices with 4 pin connector | Pharos Systems | \$119.65 |
| OMG-CC-XRX | 132-8 | Omega copier cable for Xerox & Samsung devices | Pharos Systems | \$119.65 |
| DL380PARSQL | 132-8 | Pharos DL380 Analyst w Remote SQL | Pharos Systems | \$9,178.39 |
| DL380PC | 132-8 | Pharos DL380 Collector | Pharos Systems | \$8,641.41 |
| DL380PALSQ | 132-8 | Pharos DL380 Analyst w Local SQL | Pharos Systems | \$10,171.94 |

6 USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Eileen Zaro
President
Phone: 610-272-1633
Fax: 610-272-1632
Eileen.Zaro@pscltd.com

7. SUGGESTED FORMAT FOR BLANKET PURCHASE AGREEMENTS (BPAS)

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

AGENCY

DATE

CONTRACTOR

DATE

BPA NUMBER _____

(CUSTOMER NAME)
SUGGESTED FORMAT FOR BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

| MODEL NUMBER/PART NUMBER | *SPECIAL BPA DISCOUNT/PRICE |
|--------------------------|-----------------------------|
| _____ | _____ |
| _____ | _____ |

- (2) Delivery:

| DESTINATION | DELIVERY SCHEDULE/DATES |
|-------------|-------------------------|
| _____ | _____ |
| _____ | _____ |

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

| OFFICE | POINT OF CONTACT |
|--------|------------------|
| _____ | _____ |
| _____ | _____ |

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
 - (b) Contract Number;

- (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

8. CONTRACTOR TEAM ARRANGEMENTS

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

9. PARTICIPATING DEALERS

The following is authorized as a participating dealer under this GSA Contract. As such, orders may be issued to Premier Systems, LTD., in care of the participating dealer. In accordance with the terms of this GSA Contract, Premier shall allow this dealer to accept and fulfill orders, and to bill ordering activities and collect payment via EFT or payment by check in the name of Premier Systems, LTD in care of the dealer. Ordering and Remit to addresses are as follows.

Melillo Consulting, Inc.
285 Davidson Ave, Suite 202
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