

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Pricelist**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSAAdvantage!®, a menu-driven database system. The INTERNET address for GSAAdvantage!® is: GSAAdvantage.gov.

**Multiple Award Schedule (MAS)
Category F, Information Technology (IT)**

Subcategories F02, IT Hardware, FCS/PSC 7010, F03, IT Professional Services, FSC/PSC Code D399, F04, IT Software, FSC/PSC 7030

Contract: GS-35F-0365U

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

Period Covered by Contract: April 22, 2008-April 21, 2023

Current through Modification: A821, Dated July 14, 2020



Premier Systems, LTD
P.O. Box 1730
Blue Bell, Pennsylvania 19422
Phone: 610-272-5666 | Fax: 610-272-1632
E-mail: Stephen.reese@pscltd.com
<http://www.pscltd.com>

Business Size: Small Business, Woman-owned Small Business (WOSB), SBA Certified Small Disadvantaged Business



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1 Customer Information

1. SPECIAL ITEM NUMBERS (SINS)

a. Table of awarded Special Item Numbers (SINs)

SIN	Products/Services	FSC Class/FPDS Code
33411, 33411-RC, STLOC	Purchase of New Electronic Equipment	7010, ADPE System Configuration
511210, 511210-RD, STLOC	Software Licenses	7030, Information Technology Software
54151S, 554151S-RC, STLOC	Information Technology Professional Services	D399, Other Information Technology Services, Not Elsewhere Classified
OLM, OLM-RC, STLOC	Order-level Materials	

- b. Prices shown in the pricelist are net.
- c. Descriptions of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who are perform services are provided beginning on page 8.

2. MAXIMUM ORDER

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000.

33411, 33411-RC, STLOC, Purchase of New Electronic Equipment
54151S, 554151S-RC, STLOC, IT Professional Services
511210, 511210-RD, STLOC, Software Licenses

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$250,000.

OLM, OLM-RC, STLOC, Order -level Materials

3. MINIMUM ORDER

The minimum dollar value of orders to be issued is \$100.00.

4. 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.

The Geographic Scope of Contract is domestic delivery only.



5. POINT OF PRODUCTION

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

6. DISCOUNTS

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

7. QUANTITY DISCOUNTS

- a. Quantity – None
- b. Dollar Volume – None

8. PROMPT PAYMENT

Prompt payment: Prompt Payment: 1 % - 10 days from invoice. Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. GOVERNMENT PURCHASE CARD

- a. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders.
- b. Credit cards are NOT acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

10. FOREIGN ITEMS: None

11. 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:

<u>SPECIAL ITEM NUMBERS</u>	<u>DELIVERY TIME (DAYS ARO)</u>
33411, 33411-RC, STLOC	30 days ARO
511210, 511210-RC, STLOC	30 days ARO
54151S, 51451S-RC, STLOC	To be determined between contractor and Ordering Activity

- b. **EXPEDITED DELIVERY**
As negotiated between Premier Systems LTD and the Ordering Activity.
- c. **OVERNIGHT AND 2-DAY DELIVERY**
As negotiated between Premier Systems LTD and the Ordering Activity.
- d. **URGENT REQUIREMENTS**
As negotiated between Premier Systems LTD and the Ordering Activity.



12. **FOB:** Destination

13. **ORDERING ADDRESS AND PAYMENT INFORMATION**

a. 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

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

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

14. **PAYMENT ADDRESS**

a. 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.

15. **WARRANTY PROVISION:** Contractor's standard commercial warranty.

16. **EXPORT PACKING CHARGE:** Not Applicable

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL):** Not Applicable



18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** Not Applicable
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** Not Applicable
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE):** Not Applicable
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** Not Applicable
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** Not Applicable
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):**

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
Somerset, NJ 08873
POC Name: Steven Antonucci
POC Title: Sales Manager Federal
Telephone: (862) 268-3051
Fax: (610) 672-9890
eMail: Steven.Antonucci@mjm.com

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** Not Applicable
 - 24a. **SPECIAL ATTRIBUTES:** None
 - 2b. If applicable, Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services can be found at the following website address (URL): <http://www.pscltd.com>.
- The EIT standard can be found at: www.Section508.gov/.
25. **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER:** 135244304
 26. **CONTRACTOR IS REGISTERED WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM).**

2. TERMS AND CONDITIONS FOR ALL IT CONTRACTORS

1. 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.

2. SERVICES PERFORMED

- #### a.
- All 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.
- #### b.
- The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- #### c.
- The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

3. TRAVEL

Any Contractor travel required in the performance of services must comply with the Pub. L. 99-234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

4. WARRANTY

- a. Unless otherwise specified in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements, if applicable.
- c. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. SPECIAL ITEM NUMBER 511210, SOFTWARE LICENSE

The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services.

Perpetual Licenses The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time."

1. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
- b. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
- 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. When conversion from term licenses to perpetual licenses is offered, 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 a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

2. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 120 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. Contractors who do not commercially offer

conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

- b. Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- c. Fill-in data and specific terms shall be attached to the GSA Price List.
- d. The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 – Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

3. UTILIZATION LIMITATIONS FOR PERPETUAL LICENSES

- a. Software Asset Identification Tags (SWID) (Option 1 Perpetual License)
 - i. Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.
 - ii. Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.
- b. Reallocation of Perpetual Software (Option 2 Perpetual License)
 - i. The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
 - ii. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor,

- identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- iii. Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
 - iv. The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
 - v. As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.
 - vi. Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
 - vii. When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
 - viii. The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _____ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the

Software Contractor shall provide transactional data that supports the original costs of the licenses.

4. SOFTWARE CONVERSIONS

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, 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, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

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

- 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.
- b. 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.

4. Information Technology (IT) Professional Services (Special Item Number 54151S)

1. 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. Authorized Federal Supply Schedule Pricelist

SIN 54151S, IT Professional Services

SIN	CLIN	Description	GSA Price	Delivery Commence
54151S	SME-III	Subject Matter Expert III	\$241.06	TBD/ Agency and Contractor
54151S	SME-II	Subject Matter Expert II	\$168.74	TBD/ Agency and Contractor
54151S	SME-I	Subject Matter Expert I	\$144.63	TBD/ Agency and Contractor
54151S	PM-III	Program Manager III	\$202.49	TBD/ Agency and Contractor
54151S	PM-I	Program Manager I	\$96.42	TBD/ Agency and Contractor
54151S	SA-III	Systems Analyst III	\$173.56	TBD/ Agency and Contractor
54151S	SA-II	Systems Analyst II	\$144.63	TBD/ Agency and Contractor
54151S	SA-I	Systems Analyst I	\$115.71	TBD/ Agency and Contractor
54151S	PE-III	Programming Engineer III	\$173.56	TBD/ Agency and Contractor
54151S	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.



SIN 511210, Software Licenses and SIN 33411, Purchase of New Electronic Equipment

Secure 64 Awarded Items and Pricing

Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
S64FPAUTHP	511210	Secure64 DNS Authority, Prod. Version	Secure64	\$19,541.71
S64FPAUTHL	511210	Secure64 DNS Authority, Lab Version	Secure64	\$4,881.76
S64FPAUTHD	511210	Secure64 DNS Authority, DR Version	Secure64	\$2,927.10
S64FPSIGNP	511210	Secure64 DNS Signer Base, Prod. Version, rx2660	Secure64	\$41,042.97
S64FPSIGNP3600	511210	Secure64 DNS Signer Base, Prod. Version, rx3600	Secure64	\$58,634.91
S64FPSIGNPLTD	511210	Secure64 DNS Signer, Small Enterprise Edition	Secure64	\$19,541.71
S64FPSIGNBLTDBC K	511210	Secure64 DNS Signer, Small Enterprise Backup	Secure64	\$10,260.99
S64FPSIGNPZONE1	511210	Secure64 DNS Signer 1 zone add-on	Secure64	\$1,949.77
S64FPSIGNPZONEX	511210	Secure64 DNS Signer 10 zone add-on	Secure64	\$3,899.55
S64FPSIGNPZONEC	511210	Secure64 DNS Signer 100 zone add-on	Secure64	\$18,080.60
S64FPSIGNPZONEK	511210	Secure64 DNS Signer 1,000 zone add-on	Secure64	\$83,073.05
S64FPSIGNPZONEX K	511210	Secure64 DNS Signer 10,000 zone add-on	Secure64	\$381,158.69
S64FPSIGNPZONEC K	511210	Secure64 DNS Signer 100,000 zone add-on	Secure64	\$879,596.98
S64FPSIGNL	511210	Secure64 DNS Signer Base, Lab Version	Secure64	\$10,260.99
S64FPCACHP	511210	Secure64 DNS Cache, Prod. Version	Secure64	\$29,315.01
S64FPCACHL	511210	Secure64 DNS Cache, Lab Version	Secure64	\$7,325.09
S64FPCACHPWERD	511210	Secure64 DNS Cache, Web Error Redirection Module	Secure64	\$14,655.06
S64FPCACHLWERD	511210	Secure64 DNS Cache, Web Error Redirection Module Lab	Secure64	\$3,708.97
S64FM1YAUTHP	511210	Secure64 DNS Authority, Prod. Version, 1 Yr Maint.	Secure64	\$3,988.93
S64FM1YAUTHL	511210	Secure64 DNS Authority, Lab Version, 1 Yr Maint.	Secure64	\$3,988.93



Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
S64FM1YAUTHD	511210	Secure64 DNS Authority, DR Version, 1 Yr Maint.	Secure64	\$3,988.93
S64FM1YSIGNP	511210	Secure64 DNS Signer Base, Prod. Version, rx2660, 1 Yr Maint.	Secure64	\$8,377.84
S64FM1YSIGNP3600	511210	Secure64 DNS Signer Base, Prod. Version, rx3600, 1 Yr Maint.	Secure64	\$11,968.78
S64FM1YSIGNPLTD	511210	Secure64 DNS Signer, Small Enterprise, 1 Yr Maint.	Secure64	\$3,988.93
S64FM1YSIGNBLTD BCK	511210	Secure64 DNS Signer, Small Enterprise Backup, 1 Yr Maint.	Secure64	\$2,094.71
S64FM1YSIGNPZO NE1	511210	Secure64 DNS Signer Small Enterprise 1 zone add-on, 1 Yr Maint.	Secure64	\$397.99
S64FM1YSIGNPZO NEX	511210	Secure64 DNS Signer 10 zone add-on, 1 Yr Maint.	Secure64	\$795.99
S64FM1YSIGNPZO NEC	511210	Secure64 DNS Signer 100 zone add-on, 1 Yr Maint.	Secure64	\$3,690.68
S64FM1YSIGNPZO NEK	511210	Secure64 DNS Signer 1,000 zone add-on, 1 Yr Maint.	Secure64	\$16,957.18
S64FM1YSIGNPZO NEXK	511210	Secure64 DNS Signer 10,000 zone add-on, 1 Yr Maint.	Secure64	\$77,803.53
S64FM1YSIGNPZO NECK	511210	Secure64 DNS Signer 100,000 zone add-on, 1 Yr Maint.	Secure64	\$179,546.60
S64FM1YSIGNL	511210	Secure64 DNS Signer Base, Lab Version, 1 Yr Maint.	Secure64	\$2,094.71
S64FM1YCACHP	511210	Secure64 DNS Cache, Prod. Version, 1 Yr Maint.	Secure64	\$5,983.89
S64FM1YCACHL	511210	Secure64 DNS Cache, Lab Version, 1 Yr Maint.	Secure64	\$5,983.89
S64FM1YCACHPWE RD	511210	Secure64 DNS Cache, Web Error Redirection Module, 1 Yr Maint.	Secure64	\$2,991.45
S64FM1YCACHLWE RD	511210	Secure64 DNS Cache, Web Error Redirection Module Lab, 1 Yr Maint.	Secure64	\$757.09
S64FPSIGNZONEX3 YRSUP	511210	Secure64 DNS Signer 10 zone add-on with 3yr Platinum warranty	Secure64	\$6,005.69
S64FPSINGPLTD3Y RSUP	511210	Secure64 DNS Signer, Small Enterprise Edition with 3 yr	Secure64	\$30,093.94



Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
		Platinum Warranty		
S64CM3YSIGNPZO NE1	511210	Secure64 DNS Signer Small Enterprise 10 zone add-on, 3 Yr Maint.	Secure64	\$2,149.57
S64CM3YPSIGNPLTD	511210	Secure64 DNS Signer, Small Enterprise, 3 Yr Maint.	Secure64	\$10,769.80
s64-HW-DNS-BASE-3YR	33411	HP RX2660 hardware with 3 yr Platinum Warranty	Secure64	\$7,720.91

Pharos Systems Awarded items and Approved Pricing

Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
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Blueprint & iMFPS

GSA-BP-TNR-ENT	511210	GSA - BP & Toner Save Policy Enterprise (per user for 2 or more networks)	Pharos Systems	\$33.23
GSA-BP-TNR-ENT-1M	511210	GSA - BP with Toner Save Policy Enterprise - 1 month AM&S	Pharos Systems	\$0.55
GSA-BP-TNR	511210	GSA - BP & Toner Save Policy (per seat)	Pharos Systems	\$16.61
GSA-BP-TNR-1M	511210	GSA - BP with Toner Save Policy - 1 month AM&S	Pharos Systems	\$0.28
BP-BEO	511210	Blueprint Enterprise (per seat)	Pharos Systems	\$11.73
GSA-BP-BEO-1M	511210	Blueprint Enterprise - 1 month AM&S	Pharos Systems	\$0.20
BP-TONER-DIR	511210	Blueprint Enterprise Toner Save Policy Option for BP-BEO (per seat)	Pharos Systems	\$9.77
GSA-BP-TONER-DIR-1M	511210	GSA - Blueprint Enterprise Toner Save Policy Option - 1month AM&S	Pharos Systems	\$0.16
BP-IMFP-HP	511210	IMFP Blueprint - HP Software License	Pharos Systems	\$293.20
GSA-BP-IMFP-HP-1M	511210	GSA - IMFP BP - HP - 1 month AM&S	Pharos Systems	\$4.89
BP-IMFP-KM	511210	IMFP Blueprint - Konica Minolta Software License	Pharos Systems	\$293.20
GSA-BP-IMFP-KM-1M	511210	GSA - IMFP BP - KM - 1 month AM&S	Pharos Systems	\$4.89
BP-IMFP-CAN	511210	IMFP Blueprint - Canon	Pharos	\$434.91



Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
		Software License	Systems	
GSA-BP-IMFP-CAN-1M	511210	GSA - IMFP BP - Canon - 1 month AM&S	Pharos Systems	\$7.25
BP-IMFP-XXR	511210	IMFP Blueprint - Xerox Software License	Pharos Systems	\$474.01
GSA-BP-IMFP-XXR-1M	511210	GSA - IMFP BP - Xerox - 1 month AM&S	Pharos Systems	\$7.90
BP-IMFP-RIC	511210	IMFP Blueprint - Ricoh Software License	Pharos Systems	\$293.20
GSA-BP-IMFP-RIC-1M	511210	GSA - IMFP BP - Ricoh - 1 month AM&S	Pharos Systems	\$4.89
BP-IMFP-SHRP	511210	IMFP Blueprint- Sharp Software License	Pharos Systems	\$293.20
GSA-BP-IMFP-SHRP-1M	511210	GSA - IMFP BP - Sharp - 1 month AM&S	Pharos Systems	\$4.89
BP-IMFP-SAM	511210	IMFP Blueprint- Samsung Software License	Pharos Systems	\$293.20
GSA-BP-IMFP-SAM-1M	511210	GSA - IMFP BP - Samsung - 1 month AM&S	Pharos Systems	\$4.89
BP-IMFP-LEX-EDAS	511210	IMFP Blueprint- Lexmark Software License	Pharos Systems	\$322.52
GSA-BP-IMFP-LEX-1M	511210	GSA - IMFP BP - Lexmark - 1 month AM&S	Pharos Systems	\$5.38

Omega Terminals

OMG-PS60-US	511210	Pharos Omega PS60	Pharos Systems	\$386.05
GSA-OMG-PS60-US-1M	511210	GSA - PS60 - 1 month AM&S	Pharos Systems	\$6.43
OMG-PS200	33411	Omega PS200 Network Terminal	Pharos Systems	\$1,005.04
GSA-OMG-200-EXTW-1M	33411	GSA-Omega PS200 Network Terminal-1-month Extended Warranty	Pharos Systems	\$16.75

Uniprint & iMFPS

UPO-BASE	511210	Uniprint Base for Print & Copy License - Office	Pharos Systems	\$4,886.65
GSA-UPO-BASE-1M	511210	GSA-Uniprint Office Base - 1 month AM&S	Pharos Systems	\$81.44
UPO-DVC	511210	Uniprint Printer, Copier, MFP Device License (per device)	Pharos Systems	\$146.60
GSA-UPO-DVC-1M	511210	GSA-Uniprint Office Device - 1 month AM&S	Pharos Systems	\$2.44
UPS-HE-BASE	511210	Uniprint Standard Base	Pharos	\$4,886.65



Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
		License for Higher Education	Systems	
GSA-HE-BASE-1M	511210	GSA-Uniprint Standard Base Higher Education - 1 month AM&S	Pharos Systems	\$81.44
UPS-PRINTER	511210	Uniprint Standard Printer License	Pharos Systems	\$635.26
GSA-UPS-PRINTER-1M	511210	GSA-Uniprint Standard Printer License - 1 month AM&S	Pharos Systems	\$10.59
UP-3PARTY	511210	Uniprint Third Party Charging	Pharos Systems	\$2,443.32
GSA-UP-3PARTY-1M	511210	GSA-Uniprint Third Party Charging - 1 month AM&S	Pharos Systems	\$40.72
UP-AGW-AD	511210	Uniprint Authentication Gateway Active Directory	Pharos Systems	\$488.66
GSA-UP-AGW-AD-1M	511210	GSA-Uniprint Authentication Gateway Active Directory - 1 month AM&S	Pharos Systems	\$8.14
UP-AGW-LDAP	511210	Uniprint Authentication Gateway LDAP (replaces Novell)	Pharos Systems	\$488.66
GSA-UP-AGW-LDAP-1M	511210	GSA-Uniprint Authentication Gateway LDAP (replaces Novell) - 1 month AM&S	Pharos Systems	\$8.14
UP-BGW-BB	511210	Uniprint Blackboard Billing Gateway	Pharos Systems	\$2,443.32
GSA-UP-BGW-BB-1M	511210	GSA-Uniprint Blackboard Billing Gateway - 1 month AM&S	Pharos Systems	\$40.72
UP-BGW-CBORD-G	511210	Uniprint CBORD CS Gold Billing Gateway	Pharos Systems	\$2,443.32
GSA-UP-BGW-CBORD-G-1M	511210	GSA-Uniprint CBORD CS Gold Billing Gateway - 1 month AM&S	Pharos Systems	\$40.72
UP-BGW-CBORD-O	511210	Uniprint CBORD Odyssey Billing Gateway	Pharos Systems	\$2,443.32
GSA-UP-BGW-CBORD-O-1M	511210	GSA-Uniprint CBORD Odyssey Billing Gateway - 1 month AM&S	Pharos Systems	\$40.72
UP-BGW-GM	511210	Uniprint General Meters/Heartland Billing Gateway	Pharos Systems	\$2,443.32
GSA-UP-BGW-GM-1M	511210	GSA-Uniprint General Meters/Heartland Billing	Pharos Systems	\$40.72

Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
		Gateway - 1 month AM&S		
OTG-BASE	511210	Off-The-Glass Base License Fee	Pharos Systems	\$1,954.66
GSA-OTG-BASE-1M	511210	GSA-Off-The-Glass Base License Fee - 1 month AM&S	Pharos Systems	\$32.58
OTG-COPY	511210	Off-The-Glass Copier License Fee	Pharos Systems	\$293.20
GSA-OTG-COPY-1M	511210	GSA-Off-The-Glass Copier License Fee - 1 month AM&S	Pharos Systems	\$4.89
UP-IMFP-CAN	511210	IMFP Uniprint - Canon Software License (per device)	Pharos Systems	\$434.91
GSA-UP-IMFP-CAN-1M	511210	GSA-IMFP Uniprint - Canon Software License (per device) - 1 month AM&S	Pharos Systems	\$7.25
UP-IMFP-HP	511210	IMFP Uniprint - HP Software License (per device)	Pharos Systems	\$293.20
GSA-UP-IMFP-HP-1M	511210	GSA-IMFP Uniprint - HP Software License (per device) - 1 month AM&S	Pharos Systems	\$4.89
UP-IMFP-KM	511210	IMFP Uniprint - Konica Minolta Software License (per device)	Pharos Systems	\$293.20
GSA-UP-IMFP-KM-1M	511210	GSA-IMFP Uniprint - KM Software License (per device) - 1 month AM&S	Pharos Systems	\$4.89
UP-IMFP-LEX-EDAS	511210	IMFP Uniprint - Lexmark Software License with eDAS (per device)	Pharos Systems	\$342.07
GSA-UP-IMFP-LEX-EDAS-1M	511210	GSA-IMFP Uniprint - Lexmark Soft Lic. with eDAS (per device) - 1 month AM&S	Pharos Systems	\$5.70
UP-IMFP-RIC	511210	IMFP Uniprint - Ricoh Software License (per device)	Pharos Systems	\$293.20
GSA-UP-IMFP-RIC-1M	511210	GSA-IMFP Uniprint - Ricoh Software License (per device) - 1 month AM&S	Pharos Systems	\$4.89
UP-IMFP-SHRP	511210	IMFP Uniprint - Sharp Software License (per device)	Pharos Systems	\$293.20
GSA-UP-IMFP-SHRP-1M	511210	GSA-IMFP Uniprint - Sharp Software License (per device) - 1 month AM&S	Pharos Systems	\$4.89
UP-IMFP-XRX	511210	IMFP Uniprint - Xerox Software License (per device)	Pharos Systems	\$474.01



Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
GSA-UP-IMFP-XXR-1M	511210	GSA-IMFP Uniprint - Xerox Software License (per device) - 1 month AM&S	Pharos Systems	\$7.90
KIOSK-FLOOR-MAG	33411	Kiosk - Floor Mount - Standard with magnetic card reader	Pharos Systems	\$10,165.24
GSA-KIOSK-FLOOR-MAG-1M	33411	GSA-Kiosk - Floor Mount - 1 month extended warranty	Pharos Systems	\$169.42

Hardware, Card Readers and Copy Cables

CR-PROX-PLUS	33411	Card Reader - pcPROX Plus	Pharos Systems	\$148.36
CR-PROX-PLUS-HP-HIP	33411	Card Reader - pcPROX Plus HP HIP	Pharos Systems	\$210.58
CR-IMFP-MAG-BLK	33411	Card Reader - USB Magnetic Reader	Pharos Systems	\$148.36
CR-PROX-ICL-BLK	33411	Card Reader - pcPROX iCLASS USB Card Reader	Pharos Systems	\$148.36
CR-P200-MAG-BLK	33411	PS200 Omega Magnetic Card Reader	Pharos Systems	\$148.36
CR-P150-MAG-BLK	33411	PS150 Omega Magnetic Card Reader	Pharos Systems	\$148.36
OMG-150-LINK	33411	Omega Standard SmartLink for Copy Control	Pharos Systems	\$119.65
OMG-CC-CAN	33411	Omega copier cable for Canon devices	Pharos Systems	\$119.65
OMG-CC-HP	33411	Omega copier cable for HP devices	Pharos Systems	\$119.65
OMG-CC-KM	33411	Omega copier cable for Konica Minolta and BizHub devices	Pharos Systems	\$119.65
OMG-CC-KYO	33411	Omega copier cable for Kyocera devices	Pharos Systems	\$119.65
OMG-CC-MIN	33411	Omega copier cable for Minolta only devices	Pharos Systems	\$119.65
OMG-CC-PAN	33411	Omega copier cable for Panasonic devices	Pharos Systems	\$119.65
OMG-CC-RIC-20	33411	Omega copier cable for Ricoh devices	Pharos Systems	\$119.65
OMG-CC-RIC-4	33411	Omega cable for Ricoh, Savin, Lanier & Gestetner devices (4 pin)	Pharos Systems	\$119.65
OMG-CC-SHRP	33411	Omega copier cable for Sharp devices	Pharos Systems	\$119.65
OMG-CC-TOS-12	33411	Omega copier cable for Toshiba with 12 pin connector	Pharos Systems	\$119.65



Product Number	SIN	Description	Manufacturer	GSA Price w/ .75% IFF
OMG-CC-TOS-4	33411	Omega copier cable for Toshiba devices with 4 pin connector	Pharos Systems	\$119.65
OMG-CC-XRX	33411	Omega copier cable for Xerox & Samsung devices	Pharos Systems	\$119.65
DL380PARSQL	33411	Pharos DL380 Analyst w Remote SQL	Pharos Systems	\$9,178.39
DL380PC	33411	Pharos DL380 Collector	Pharos Systems	\$8,641.41
DL380PALSQ	33411	Pharos DL380 Analyst w Local SQL	Pharos Systems	\$10,171.94