

IT Consulting, Professional Services, & Data Protection Solutions

Application Development

Full Software Development Lifecycle

Software Language Expertise

Data Protection Solutions

Project Management

ERP Technologies

Infrastructure

Spearstone delivers unparalleled quality and maintains a flawless performance record with a referenceable and loyal client base. We provide end-to-end consulting and IT services with flexible implementation models tailored to suit your specific needs. Our commitment to deliver outstanding value and unsurpassed results is the cornerstone of our success. We focus on clearly understanding your needs, objectives, and expected outcomes, then deploy experienced and committed resources to work tirelessly with you as together we deliver a timely solution that exceeds expectations.

Spearstone Management was founded in 2004 based on a set of core principles focused on quality and commitment. This commitment, coupled with both 1) our ability to adopt and leverage the latest technology, and 2) our vast experience in the IT and application development industries, uniquely qualifies us to deliver successful solutions on time and under budget.

NAICS Codes

541511 Applications software programming services, custom computer

541512 Computer software consulting services or consultants

541519 Software Installation services

541513 Computer facilities management services

541611 Administrative management & general management consulting services

611430 Professional & management development training



GSA IT SCHEDULE 70

Contract Number: GS-35F-0433X
DUNS Number: 606253552
CAGE Code: 5J0U4



Spearstone, LLC
1356 Michigan Ave.,
Salt Lake City, Utah 84105
phone: 877-375-2468
fax: 866-651-2415

Past Performance

Enterprise Application Development & Maintenance

Spearstone was contracted to provide services for the technical team in Wells Fargo's Southern California and Border Banking (WFSCBB) region. WFSCBB had previously hired and managed individual software technology contractors to build and support various internal solutions; however the applications (and team) had become fragmented and brittle over time. The WFSCBB management team knew of Spearstone's track record of technology success and transparent project management style, and engaged Spearstone to take over the project.

Results

Spearstone partnered with key management and staff to define, deliver, and maintain four key applications. Each application exceeded expectations in quality and application performance, and delivered dramatic results in client retention, new sales, increased personnel efficiencies, and infrastructure savings. One application, focused specifically on helping retain high-value customers, delivered more than a 24% reduction in high value client attrition leading to more than \$8MM in revenues. Another led to an 18% increase in employee retention and improved internal placement.

Past Performance

Smartphone & Utility Computing Deployment & Scalability

In 2007, an entrepreneur contracted Spearstone to implement his idea for a location-aware & content-rich TV and movie guide to be released with the introduction of Apple's App Store. Spearstone was tasked with creating a new experience on a pre-production development platform (the iPhone) within three months. In addition to a high-impact and intuitive iPhone application, the system also required extensive server processing to aggregate data feeds nightly for on-demand updates to millions of iPhone users, and a web-based configuration and administration console.

Results

The application scaled to 4 million users in 14 months, and was rated by Apple as one of the top 100 applications of 2010. AOL leverages the technology, and it now powers the AOL TV website and iPhone/iPad app.

Past Performance

Video Surveillance & Monitoring System

Spearstone was contracted to provide infrastructure and mobile application development expertise for a Fortune 500 consumer electronics provider. Their video security surveillance and monitoring system targets home and small business users, where ease of setup is particularly important. With its customers having more ways than ever to access the Internet, the company determined that the success of their video security product depended on enabling users to manage and view video from a wide variety of Internet-connected devices.

Spearstone participated in the definition of both marketing and engineering requirements, and implemented and deployed new applications on the iPad, iPhone, Android, Blackberry, and standard web browser platforms. Customers now use these applications to configure their security cameras as well as view and manage video. The increased accessibility to video security footage has been a contributing factor in the success of this product from one of the largest consumer electronic providers in the world.

Results

The video security surveillance and monitoring system is one of the most successful home security solutions on the market today, and experts in the consumer products industry hail it as one of the best and most intuitive solutions available. Working with the company's team of industry experts, we cultivated a strong relationship of mutual trust, respect, and success.

AUTHORIZED
SPEARSTONE INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
SOFTWARE AND SERVICES

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-51 Information Technology Professional Services

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

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.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Microcomputers

Application Software

Utility Software

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
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
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

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

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

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

Spearstone Management, LLC
1356 Michigan Avenue, Salt Lake City, Utah 84105
877-375-2468

www.spearstone.com

www.diskagent.com

Contract Number: GS35F0433X

Period Covered by Contract: June 2011 - June 2016

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 1, dated June 9, 2011.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

The Geographic Scope of Contract is domestic and overseas delivery.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering & Payment Address

Dale Goddard
Spearstone Management, LLC
1356 Michigan Avenue
Salt Lake City, Utah 84105
Phone: 877-375-2468
Facsimile: 866-651-2415

Contractor will accept credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Spearstone 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. For specific wire transfer information, contact Dale Goddard at 801-244-9377

Technical and/or Ordering assistance:

Phone: 877-375-2468
Facsimile: 866-651-2415
Email: accounting@spearstone.com

3. LIABILITY FOR INJURY OR DAMAGE

Spearstone 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 Spearstone, unless such injury or damage is due to the fault or negligence of Spearstone.

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

Block 9: G. Order/Modification Under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: 606253552
 Block 30: Type of Contractor - A. Small Disadvantaged Business
 Block 31: Woman-Owned Small Business - No
 Block 36: Contractor's Taxpayer Identification Number (TIN): 86-1125696

- 4a. CAGE Code: 5J0U4
- 4b. Spearstone has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

FOB Destination available in continental US only.

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-32</u>	<u>1</u> Days
<u>132-51</u>	<u>1</u> Days

-
- 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 Spearstone for the purpose of obtaining accelerated delivery. Spearstone shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by Spearstone in writing.) If Spearstone 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.

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

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

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

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

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

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-51 - Information Technology 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 Spearstone.

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: Spearstone 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: Spearstone 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, Spearstone 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, Spearstone 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: Spearstone 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, Spearstone's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: Spearstone 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 Spearstone having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

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

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

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None

Upon request of Spearstone, the ordering activity may provide Spearstone 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 Spearstone's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion

of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following web address: www.diskagent.com

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 Spearstone 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) Spearstone 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, Spearstone 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 Spearstone gives written notice to the Contracting Officer, whichever period is longer.

(c) Spearstone 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. Spearstone shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

SPEARSTONE PROVIDES THE CLIENT SOFTWARE AND SERVICES "AS-IS" AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. Spearstone 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, Spearstone will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

Spearstone, without additional charge to the ordering activity, shall provide a hot line technical support number 877-375-2468 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM to 8AM.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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.

 X

2. Software Maintenance as a Service (SIN 132-34)

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 Spearstone on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. Spearstone shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to Spearstone.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify Spearstone in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may NOT convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. DiskAgent is a Software as a Service and as such offers a term license of the software which includes maintenance and support for each installed device.

7. TERM LICENSE CESSATION

- a. Term licenses shall cease when the device is no longer registered with the central server and or when a device is remotely destroyed and Spearstone is notified in writing to remove all historical data from any and all storage devices.
- b. Spearstone agrees to provide updates and maintenance service for the software if the licensee elects. Title to the software always shall remain with Spearstone.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

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

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

- (1) Title to and ownership of the software and documentation shall remain with Spearstone, 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 Spearstone'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 Spearstone. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (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.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

DiskAgent is a comprehensive data protection and remote backup software service. DiskAgent is a continuous disaster recovery and data protection solution that backs up the files and or directories that you specify to three SAS70 Type II certified data centers or alternatively you can backup your data to your own secure hardware and facilities. Additionally, DiskAgent goes beyond standard data protection by offering remote destroy and forensic data wipe in the event that your laptop, desktop, server or smartphone is lost or stolen. Within seconds of reporting a loss your device will be rendered unusable or readable by DiskAgent. DiskAgent also boasts the ability to remotely track your

asset and our device recovery team will gladly work with local, state, and federal law enforcement agencies to physically recover your device.

Spearstone's DiskAgent operates on Windows 2000 and later both workstation and server editions. Additionally, Spearstone's DiskAgent Mobile solution operates on the following smartphone handset operating systems: Apple iPhone (Jailbreak), Google Android, RIM Blackberry, and Windows Mobile 6.0 and later.

Product Offering Title: DiskAgent Online Backup

Description: Backup your servers, workstations, and laptops using DiskAgent. DiskAgent is a continuous data protection offering that automatically backs up every change to every file you specify. With DiskAgent you can centrally set and enforce document retention policies for the enterprise or individual business units. DiskAgent uses SAS70 Type II data centers and replicates your data across three data centers in the US. DiskAgent offers a full set of data retention and protection features that enables you to store data onsite for fast recovery or if necessary only within your own facilities for security or cost considerations.

Product Offering Title: DiskAgent Remote Data Protection

Description: DiskAgent's data and asset protection module allows Administrators to quickly and easily remotely destroy sensitive data using a forensic data wipe algorithm that meets the Dept of Defense Standard 5220.22-M as well as disabling the operating system and disc drives instantly. DiskAgent's proprietary Deadman switch can operate even if the machine is not online. Additionally, DiskAgent's theft protection tracking feature enables our recovery team to actively track your computer's location and coordinate with local, state, and federal law enforcement agencies in order to physically recover the computer.

Product Offering Title: DiskAgent Smartphone Protection

Description: The DiskAgent Smartphone Security Pack works on the iPhone, Android, Blackberry, and Windows Mobile operating systems. With the DiskAgent Smartphone Security Pack Administrators can remotely destroy the phone and any information contained on the device, lock the phone thereby requiring authenticated access, or force their phone to ring (even when set to vibrate) in case you misplace the phone. The Smartphone Security Pack uses an SMS gateway to initiate encrypted commands remotely and more reliably than standard network delivery mechanisms.

Product Offering Title: DiskAgent Smartphone Auditing

Description: The DiskAgent Smartphone Auditing package works on the iPhone, Android, Blackberry, and Windows Mobile operating systems. With the DiskAgent Smartphone Auditing package we track and record every incoming and outgoing SMS text message in our central database where authorized users can search the indexed content for misuse or auditing purposes.

Product Offering Title: DiskAgent Smartphone Tracking

Description: The DiskAgent Smartphone Tracking package works on the iPhone, Android, Blackberry, and Windows Mobile operating systems that support GPS. With the DiskAgent Smartphone Tracking package authorized users can actively record the phones location at various intervals.

11. RIGHT-TO-COPY PRICING

DiskAgent software is only valid for devices that are registered with a central server.

DiskAgent Computer Pricing Per Device (Remote Backup)				
Loss Protection	Monthly	Quarterly	Semi-Annual	Annual
< 100 PCs	\$ 3.86	\$ 11.58	\$ 20.85	\$ 38.61
< 250 PCs	\$ 3.09	\$ 9.27	\$ 16.68	\$ 30.89
< 500 PCs	\$ 2.71	\$ 8.11	\$ 14.59	\$ 27.03
< 1000 PCs	\$ 2.32	\$ 6.95	\$ 12.51	\$ 23.17
> 1000 PCs	\$ 1.93	\$ 5.80	\$ 10.43	\$ 19.31

DiskAgent Computer Pricing Per Device (Storage/GB)				
Storage	Monthly	Quarterly	Semi-Annual	Annual
> 1GB	\$ 0.38	\$ 1.15	\$ 2.29	\$ 4.59

DiskAgent Computer Pricing Per Device (Wipe, Theft Protection)				
Loss Protection	Monthly	Quarterly	Semi-Annual	Annual
< 100 PCs	\$ 3.08	\$ 9.24	\$ 16.64	\$ 30.81
< 250 PCs	\$ 2.46	\$ 7.39	\$ 13.31	\$ 24.65
< 500 PCs	\$ 2.16	\$ 6.47	\$ 11.65	\$ 21.57
< 1000 PCs	\$ 1.85	\$ 5.55	\$ 9.98	\$ 18.49
> 1000 PCs	\$ 1.54	\$ 4.63	\$ 8.32	\$ 15.41

DiskAgent Smartphone Pricing Per Device (Wipe, Lock, Ring)				
Security Pack	Monthly	Quarterly	Semi-Annual	Annual
< 200 Phones	\$ 1.79	\$ 5.11	\$ 9.69	\$ 17.94
< 500 Phones	\$ 1.66	\$ 4.72	\$ 8.94	\$ 16.56
< 1000 Phones	\$ 1.47	\$ 4.20	\$ 7.95	\$ 14.72
> 1000 Phones	\$ 1.15	\$ 3.28	\$ 6.21	\$ 11.50

DiskAgent Smartphone Pricing Per Device (Wipe, Lock, Ring, SMS Audit)				
Audit Bundle	Monthly	Quarterly	Semi-Annual	Annual
< 200 Phones	\$ 4.09	\$ 11.67	\$ 22.11	\$ 40.94
< 500 Phones	\$ 3.91	\$ 11.14	\$ 21.11	\$ 39.10
< 1000 Phones	\$ 3.82	\$ 10.88	\$ 20.62	\$ 38.18
> 1000 Phones	\$ 3.63	\$ 10.36	\$ 19.62	\$ 36.34

DiskAgent Smartphone Pricing Per Device (Wipe, Lock, Ring, GPS Tracking)				
Tracking Bundle	Monthly	Quarterly	Semi-Annual	Annual
< 200 Phones	\$ 3.54	\$ 10.09	\$ 19.13	\$ 35.42
< 500 Phones	\$ 3.45	\$ 9.83	\$ 18.63	\$ 34.50
< 1000 Phones	\$ 3.22	\$ 9.18	\$ 17.39	\$ 32.20
> 1000 Phones	\$ 2.99	\$ 8.52	\$ 16.15	\$ 29.90

DiskAgent Smartphone Pricing Per Device (Wipe, Lock, Ring, GPS Tracking, SMS Audit)				
All Services	Monthly	Quarterly	Semi-Annual	Annual
< 200 Phones	\$ 4.55	\$ 12.98	\$ 24.59	\$ 45.54
< 500 Phones	\$ 4.37	\$ 12.45	\$ 23.60	\$ 43.70
< 1000 Phones	\$ 4.14	\$ 11.80	\$ 22.36	\$ 41.40
> 1000 Phones	\$ 3.91	\$ 11.14	\$ 21.11	\$ 39.10

Pricing Per Device (GPS Tracking)				
GPS Tracking	Monthly	Quarterly	Semi-Annual	Annual
< 200 Phones	\$ 1.79	\$ 5.11	\$ 9.69	\$ 17.94
< 500 Phones	\$ 1.66	\$ 4.72	\$ 8.94	\$ 16.56
< 1000 Phones	\$ 1.47	\$ 4.20	\$ 7.95	\$ 14.72
> 1000 Phones	\$ 1.15	\$ 3.28	\$ 6.21	\$ 11.50

Pricing Per Device (SMS Auditing)				
SMS Auditing	Monthly	Quarterly	Semi-Annual	Annual
< 200 Phones	\$ 2.30	\$ 6.54	\$ 12.40	\$ 22.95
< 500 Phones	\$ 2.18	\$ 6.21	\$ 11.78	\$ 21.81
< 1000 Phones	\$ 2.07	\$ 5.89	\$ 11.16	\$ 20.66
> 1000 Phones	\$ 1.95	\$ 5.56	\$ 10.54	\$ 9.51

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND IDENTITY
ACCESS MANAGEMENT PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-60F)**

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. Spearstone shall provide services at Spearstone's facility and/or at the ordering activity location, as agreed to by Spearstone and the ordering activity.

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

- a. Performance incentives may be agreed upon between Spearstone 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 Spearstone 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 Spearstone. 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. Spearstone shall commence performance of services on the date agreed to by Spearstone and the ordering activity.
- b. Spearstone agrees to render services only during normal working hours, unless otherwise agreed to by Spearstone 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/IAM 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 Spearstone, require Spearstone 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 Spearstone, 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, Spearstone 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 Spearstone, 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, Spearstone 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 Spearstone's cost properly allocable to, the performance of any part of this contract; and
- (2) Spearstone asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF SPEARSTONE

Spearstone shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – 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 Spearstone 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 Spearstone, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving Spearstone, any entity into or with which Spearstone subsequently merges or affiliates, or any other successor or assignee of Spearstone.

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 Spearstone and its affiliates, may either (i) result in an unfair competitive advantage to Spearstone or its affiliates or (ii) impair Spearstone’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 Spearstones, 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

Spearstone, 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 Spearstone, 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 (OCT 2008) (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 (OCT 2008) (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 Spearstone receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

A. Spearstone is a well respected technology firm with extensive experience in defining, validating, developing, deploying, and maintaining mission critical, world class, secure, high availability enterprise wide systems for Fortune 100 customers. Spearstone maintains a flawless record for on time under budget delivery. We offer management and IT consulting services, systems integration and technology development, design and outsourcing capabilities -- all designed to help firms to develop business strategies and government agencies to leverage technology for effectively managing the unique economic and security challenges of the 21st Century. Spearstone has developed and deployed technology on all of the latest mobile handset platforms (iPhone, Blackberry, Android, Windows Mobile, Palm) and cloud/utility computing environments for optimum availability and cost management.

Software Development & Maintenance: Spearstone boasts a flawless on-time and under budget performance defining, building, and deploying enterprise class systems. Spearstone maintains expertise across nearly all software technology platforms and environments (Solaris, Oracle, Windows, Linux, AIX, DB2, SAS, et cetera) including cutting edge Smartphone operating system environments (RIM, Palm, iPhone, Windows Mobile, Android) and social networking platforms (Facebook, Twitter, MySpace, et cetera). Spearstone is a certified RIM/Blackberry alliance partner and maintains deep knowledge in deploying scalable and extensible solutions in all environments. Spearstone deploys and hosts software and hardware solutions in dedicated data centers as well as elastic and cloud computing environments designed to optimize cost and scalability objectives. Spearstone designed, developed, maintained and hosted iTV - a product that scaled to over 1.5 million users within a month using an elastic computing environment that optimized both cost and resource usage. Spearstone has completed integrations and engineering efforts with Google, Logitech, Wells Fargo, Macrovision, LANDesk, TiVo, Amazon, HL7, STS, ACC, Allstate, Trinity Health, RemedyMD, and many more. Our project experience ranges from \$50,000 to over \$17,000,000 design and implementation endeavors.

Project Management: Over the past 10 years we have utilized our leadership and experience gained within major corporations and the military to optimize projects for on-time delivery and superior quality. We have a track record of managing complex enterprise product development & deployment, reducing costs, optimizing operations, establishing best-known repeatable processes, and delivering high customer satisfaction. Our project management process is based on unwavering commitment to excellence and frequent clear communication with all stakeholders involved.

Help Desk/Support Services: We are skilled in management, including developing operations throughout the US and worldwide, defining – implementing and validating sound help desk and technical assistance processes and systems to support critical operations. Spearstone personnel defined, implemented, and confirmed support and certification operations in support of mission critical global deployments. Maintaining technology, operational, and system upgrade support to global deployments in varied environments is a cornerstone to our continued success at Spearstone.

Technology Installation & Deployment: Spearstone maintains expertise across diverse software technology platforms. We have successfully installed and deployed over 150 systems across various platforms and technical

environments. We maintain expertise in web and client server development, data warehousing, database optimization, object abstraction, data conversion, data manipulation, and software technology upgrade/deployment services. We have expertise in cloud/utility computing models as well as on-demand scalability modeling for optimized deployment and cost control.

ACCELERATING PRODUCT DEVELOPMENT & DEPLOYMENT

Defining successful products challenges even the best teams, as they identify target customers, juggle features, cost, and development time, and define product positioning.

Years of experience and a proven track record of success in developing and launching products qualifies our team to assist you in accelerating your product development effort. Spearstone consultants have successfully built and managed several products, including:

- Web services and social networking interfaces
- Import/Export data manipulation and analysis
- Collaboration and business process modeling
- Automated imaging classification and search
- Insurance underwriting and policy issuance
- Help desk and problem resolution tracking
- Inventory management and procurement
- Survey administration and management
- Data migration and conversion utilities
- Maintenance and resource scheduling
- System integration and deployment
- Hardware remote control interfaces
- Decision support systems (DSS)
- Customer resource management
- Data security and protection
- Supply chain management
- Knowledge management
- Entertainment guidance
- Document management
- Contract management
- Content management
- Metering and billing
- Data warehousing
- Rules engines

Using proven methods and practices from Intel, TenFold, and NextPage we review your product team's strengths and weaknesses and implement a training and standards implementation plan tailored to confirm the solution implementation, define and validate your feature set, accelerate completion, increase quality, and minimize risk.

ACCELERATING PROJECTS

Spearstone consultants have managed hundreds of on time and under budget projects. Using proven methods and practices from Intel, TenFold, Apple, NextPage, and Carnegie Mellon we review your project team's strengths and weaknesses and implement a training and standards implementation plan tailored to minimize risk, accelerate completion, increase quality, and certify your team to execute with precision.

Years of experience and a proven track record of success in managing mid to large enterprise projects (SAP deployment at Intel, Pentium II launch, distribution center retrofit, internal logistics optimization, return center BPR

yielding a \$1MM annual savings perpetuity, enterprise software implementations for companies like Intel, Abbey National Bank, Trinity Health Services, Enron, Heidrick & Struggles, United Casualty, Ameritech, and a \$10MM project turn-around for the world's largest law firm) uniquely qualifies our team to assist you in optimizing any project.

We are relentlessly focused on precision execution and extreme team commitment. We teach and help you: identify and mitigate crippling project risks early on in order to reduce the cost of rework, generate unwavering commitment to excellence and continuous improvement, deliver on time and under budget every time, develop project metrics that drive critical decisions, increase transparency and empower you to deploy resources by viewing your management dash board, fully appreciate and understand the cost of being late, conduct powerful post mortem and root cause analysis to ensure you never make the same mistake twice, and define testable requirements that define successful completion for the customer.

AUDITING AND BENCHMARKING SERVICES

How predictably does your team deliver? Do your projects complete on-schedule and on-budget? Is your productivity and team commitment where you want it? Are you using best practices throughout your organization? Assessing these issues and developing a remediation plan often requires the objectivity and experience that comes from outside your organization.

Spearstone consultants have benchmarked, defined, and implemented thousands of best known processes and methods. Using proven methods and practices from Intel, Oracle, the U.S. Navy, and Carnegie Mellon we review your strengths and weaknesses against proven standards. We publish our findings and recommendations after completing a thorough assessment. The publication includes: available efficiency gains, projected time to implementation, organizational impact, and a complete change management risk assessment. Additionally, our report includes a training and standards implementation plan tailored to minimize risk, accelerate completion, increase quality, and certify your team to execute with precision.

Our experience and proven track record of success in process and methods improvement uniquely qualifies our team to assist you, and includes:

- Purchasing, sales & distribution, project management, new product introduction, and global technology transfer for Intel, Inc
- Support services, account and project management, quality control, and global services deployment at enterprise application developer TenFold, Inc.
- Support services, trading operations, account management, and global services deployment for global currency exchange solutions provider Currenex, Inc.

B. Pricing for all IT Professional Services shall be in accordance with Spearstone's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices. These prices apply regardless of whether the services are performed by Spearstone personnel or its subcontractors as long as the individuals performing the services meet the education and experience requirements for the applicable category.

Labor Category	Hourly Rate
Project Manager	\$140.00
Sr. Project Manager	\$160.00
Program Manager	\$160.00
Business Analyst	\$90.00
Sr. Business Analyst	\$115.00
Systems Analyst	\$75.00

iPhone Developer	\$115.00
iPad Developer	\$115.00
Software Engineer	\$85.00
Sr. Software Engineer	\$115.00
Information Architect	\$135.00
Sr. Information Architect	\$160.00
Data Architect	\$115.00
Database Administrator	\$101.20
Sr. Database Administrator	\$138.00
Blackberry Developer	\$117.00
Android Developer	\$115.00
Windows Mobile Developer	\$115.00
Web Developer	\$70.00
Sr. Web Developer	\$92.00
Technical Writer	\$70.00
Quality Analyst/Tester	\$75.00
Sr. Quality Analyst/Tester	\$105.80

C. Labor category descriptions:

Labor Category Title: Senior Software Engineer

Education:

Master's Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

At least five years of intensive and progressive experience in the computer-programming field, including performing computer system analysis, design, programming, and implementation in broad-based computer application development settings; and at least three years in specialization areas of system design activities. History of refinement and development of professional skills. Demonstrated effectiveness in communications skills. Ability to be granted a Department of Defense security clearance for specific work assignments as necessary.

Functional Responsibility:

Provides technical expertise and support in specialized area(s) of application software. Provides informal and/or formal training in areas of expertise. Applies knowledge of application methodologies and processes. Provides system support for specific system software. Provides debugging, problem determination, and system tuning assistance to application developers. Provides technical expertise and support in specialized area(s) of expertise.

Labor Category Title: Software Engineer

Education:

Bachelor s Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

Three year's experience in the computer-programming field, including analysis and programming responsibilities and at least two years with system design activities.

Functional Responsibility:

Performs assigned portions of design, programming, and documentation, for IS/ADP or IT/ADP systems. Participates in all phases of software development with emphasis on the programming, testing, documentation, and acceptance

phases. Designs and prepares technical reports and related documentation, and makes charts and graphs to record results.

Labor Category Title: iPhone Application Developer

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

Depending on degree, one to three years experience in the computer programming field, including analysis and programming responsibilities and at least one year with iPhone system design activities.

Functional Responsibility:

Performs assigned portions of design, programming, and documentation, iPhone systems. Participates in assigned phases of software development with emphasis on the programming, testing acceptance phases. Supports the preparation of technical reports and related documentation.

Labor Category Title: iPad Application Developer

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

Depending on degree, one to three years experience in the computer programming field, including analysis and programming responsibilities and at least one year with iPad system design activities.

Functional Responsibility:

Performs assigned portions of design, programming, and documentation, iPad systems. Participates in assigned phases of software development with emphasis on the programming, testing acceptance phases. Supports the preparation of technical reports and related documentation.

Labor Category Title: Android Application Developer

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

Depending on degree, one to three years experience in the computer programming field, including analysis and programming responsibilities and at least one year with Android system design activities.

Functional Responsibility:

Performs assigned portions of design, programming, and documentation, Android systems. Participates in assigned phases of software development with emphasis on the programming, testing acceptance phases. Supports the preparation of technical reports and related documentation.

Labor Category Title: Blackberry Application Developer

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

Depending on degree, one to three years experience in the computer programming field, including analysis and programming responsibilities and at least one year with Blackberry system design activities.

Functional Responsibility:

Performs assigned portions of design, programming, and documentation, Blackberry systems. Participates in assigned phases of software development with emphasis on the programming, testing acceptance phases. Supports the preparation of technical reports and related documentation.

Labor Category Title: Windows Mobile Application Developer

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

Depending on degree, one to three years experience in the computer programming field, including analysis and programming responsibilities and at least one year with Windows Mobile system design activities.

Functional Responsibility:

Performs assigned portions of design, programming, and documentation, Windows Mobile systems. Participates in assigned phases of software development with emphasis on the programming, testing acceptance phases. Supports the preparation of technical reports and related documentation.

Labor Category Title: Systems Analyst

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

At least five years of intensive and progressive experience in the computer-programming field, including performing computer system analysis, design, programming, and implementation in broad-based computer application development settings; and at least three years in specialization areas of system design activities. Understands the integration issues with LAN/WAN voice and data telecommunications networks for a broad range of requirements. Demonstrated ability to meet goals and objectives under pressure. History of refinement and development of professional skills. Demonstrated effectiveness in communications skills. Ability to be granted a Department of Defense security clearance for specific work assignments as necessary.

Functional Responsibility:

Provides technical expertise and support in specialized area(s) of application software. Provides informal and/or formal training in areas of expertise. Applies knowledge of application methodologies and processes. Provides system support for specific system software. Provides debugging, problem determination, and system tuning assistance to application developers. Provides technical expertise and support in specialized area(s) of expertise.

Labor Category Title: Senior Systems Analyst

Education:

Bachelor s Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent.

Technical/General Experience:

At least eight years of intensive and progressive experience in the computer-programming field, including performing computer system analysis, design, programming, and implementation in broad-based computer application development settings; and at least three years in specialization areas of system design activities. Understands the integration issues with LAN/WAN voice and data telecommunications networks for a broad range of requirements.

Demonstrated ability to meet goals and objectives under pressure. History of refinement and development of professional skills. Demonstrated effectiveness in communications skills. Ability to be granted a Department of Defense security clearance for specific work assignments as necessary.

Functional Responsibility:

Provides technical expertise and support in specialized area(s) of application software. Provides informal and/or formal training in areas of expertise. Applies knowledge of application methodologies and processes. Provides system support for specific system software. Provides debugging, problem determination, and system tuning assistance to application developers. Provides technical expertise and support in specialized area(s) of expertise.

Labor Category Title: Database Administrator

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

Must have at least three years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

Functional Responsibility:

Must be capable of managing the development of database projects. Must be able to plan and budget staff and data resources. Supports application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocates resources to maximize benefits. Incumbent must be able to prepare and deliver presentations on DBMS concepts. Provides daily supervision and direction to support staff. Monitors performance and evaluates areas to improve efficiency.

Labor Category Title: Senior Database Administrator

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

Must have at least five years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

Functional Responsibility:

Must be capable of providing highly technical expertise and support in the use of DBMSs. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database backup and recovery procedures for the processing environments and ensures that data integrity, security, and recoverability are built into the DBMS applications.

Labor Category Title: Database Architect

Education:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

Must have five years of experience in managing the implementation of database design projects and experience in relational optimization, design, and programming.

Functional Responsibility:

Must be capable of applying an enterprise wide set of disciplines for planning, analyzing, designing, and constructing database architecture systems enterprise wide or across a major sector of the enterprise. Must be capable of performing enterprise wide strategic system planning, information planning, business, and analysis. Performs process and data modeling in support of the implementation and analysis efforts. Must be able to apply reverse engineering and reengineering disciplines to developing data warehousing, transformation, and migration processes and tools in preparation for implementing new systems or migrating from a legacy system to a new system. Provides technical guidance or in software engineering techniques and automated data manipulation tools.

Labor Category Title: Information ArchitectEducation:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

Must have five years of experience in managing the implementation of information engineering projects and experience in system analysis, design, and programming.

Functional Responsibility:

Must be capable of applying an enterprise wide set of disciplines for planning, analyzing, designing, and constructing information systems enterprise wide or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Must be capable of performing enterprise wide strategic system planning, information planning, business, and analysis. Performs process and data modeling in support of the planning and analysis efforts, using manual and automated tools, such as Integrated Computer-Aided Software Engineering (I-CASE) tools. Must be able to apply reverse engineering and reengineering disciplines to developing migration strategic and planning documents. Provides technical guidance or in software engineering techniques and automated support tools.

Labor Category Title: Senior Information ArchitectEducation:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

Must have ten years of experience in managing the implementation of information engineering projects and experience in system analysis, design, and programming.

Functional Responsibility:

Must be capable of applying a business wide set of disciplines for planning, analysis, design, construction, and maintenance of information systems business wide or across a major sector of the business. Must be capable of performing business strategic systems planning, information planning, and analysis. Performs process and data modeling in support of the planning and analysis efforts, using both manual and automated tools, such as I-CASE tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance on software engineering techniques and automated support tools.

Labor Category Title: Quality AnalystEducation:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

At least two years of experience in software testing and integration and a demonstrated knowledge of system and project lifecycles.

Functional Responsibility:

Must be capable of evaluating software and associated documentation. Participates in formal and informal reviews to determine information technology quality and in the development of software quality assurance plans. Examines and evaluates the SQA process and recommends enhancements and modifications. Develops information technology quality standards.

Labor Category Title: Senior Quality AnalystEducation:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

At least three years of experience in verification and validation, software testing and integration, and software metrics, and their application to software quality assessment.

Functional Responsibility:

Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Must be able to determine the resources required for IT quality control. Must be able to maintain the level of quality throughout the software lifecycle. Develops software quality assurance plans. Conducts formal and informal reviews at predetermined points throughout the development lifecycle.

Labor Category Title: Web DeveloperEducation:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

Depending on degree, one to three years experience in the computer programming field, including analysis and programming responsibilities and at least one year with system design activities.

Functional Responsibility:

Performs assigned portions of design, programming, and documentation, for website systems. Participates in all phases of software development with emphasis on the programming, testing, documentation, and acceptance phases. Designs and prepares technical reports and related documentation, and makes charts and graphs to record results.

Labor Category Title: Senior Web DeveloperEducation:

Bachelors Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics or equivalent and three year s experience in the computer programming field.

Technical/General Experience:

Depending on degree, three to five years experience in the computer programming field, including analysis and programming responsibilities and at least one year with system design activities.

Functional Responsibility:

Performs assigned portions of design, programming, and documentation, for website systems. Participates in all phases of software development with emphasis on the programming, testing, documentation, and acceptance phases. Designs and prepares technical reports and related documentation, and makes charts and graphs to record results.

Labor Category Title: Business Analyst

Education:

Bachelor s Degree in Computer Science, Computer Information Systems, Business Administration, Mathematics or equivalent studies; additionally, position requires a minimum of seven years experience, of which at least five years must be specialized.

Technical/General Experience:

This position requires a minimum of seven years experience, of which at least five years must be specialized. Specialized experience includes: developing functional requirements for complex integrated systems. Must demonstrate the ability to work independently or under only general direction. Experience should include progressive IT management with a diverse background, ability to manage multiple IT projects and strong business and strategic planning skills. Must be able to plan and manage direction and communicate activities and essential duties and responsibilities to other staff and resources. Demonstrated ability to meet goals and objectives under pressure. History of refinement and development of professional skills. Demonstrated effectiveness in communications skills. Ability to be granted a Department of Defense security clearance for specific work assignments as necessary.

Functional Responsibility:

The position integrates the project management and technical aspects of product delivery at a strategic level; interfaces with project team members to review installation plans and dependencies; builds strong customer relationships; identifies new product opportunities with clients through business area modeling and an in-depth knowledge of current systems and technologies; assists the project manager in the delivery of a marketable and reliable product; coordinates the strategic synthesis of customer needs and expectations into product development decisions.

Labor Category Title: Senior Business Analyst

Education:

Masters Degree in Computer Science, Computer Information Systems, Business, Mathematics or equivalent technically relevant or specialized studies; in addition to minimum of seven years of general experience in information systems, including five years of specialized experience.

OR: Bachelor s Degree in Computer Science, Computer Information Systems, Electrical Engineering, Mathematics, Business or equivalent technically relevant or specialized studies; in addition to minimum of ten years of general experience in information systems, including seven years of specialized experience (of which two years were direct supervisory experience).

Technical/General Experience:

Experience qualifications will be determined on a case-by-case basis, determined by technical expertise required. Generally, must be a recognized expert in the technology being addressed. Based on degree, must have a minimum of seven years of general experience as listed above, with increasing responsibilities in information systems design and/or management, and providing state-of-the-art solutions in information systems technology (or, if the particular area of expertise is new state-of-the-art technology, the specialized experience may be less than eight years and more consistent with the age of the technology).

Functional Responsibility:

Provide expert, independent services and leadership in specialized technical areas. Provides expertise on an as-needed basis to all task assignments. Provides expert advice and assistance in state-of-the-art software/hardware. The position integrates the project management and technical aspects of product delivery at a strategic level; interfaces with project team members to review installation plans and dependencies; builds strong customer relationships; identifies new product opportunities with clients through business area modeling and an in-depth knowledge of

current systems and technologies; assist the project manager in the delivery of a marketable and reliable product; coordinates the strategic synthesis of customer needs and expectations into product development decisions. Can complete tasks within estimated time frames and budget constraints.

Labor Category Title: Project/Program Manager

Education:

Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline or equivalent experience in a technical or business discipline.

Technical/General Experience:

Must have at least ten years experience, of which at least four years must be specialized. Specialized experience includes: project development from inception to deployment, demonstrated ability to provide guidance and direction in the tasks similar to the sample tasks provided in the statement of work, proven expertise in the management and control of funds and resources, demonstrated capability in managing multi-task contracts and/or subcontracts of this type and complexity. General experience includes increasing responsibilities in information systems design and management.

Functional Responsibility:

Serves as the contractor's contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), the Contracting Officer's Representative (COR), government management personnel and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for the overall contract performance.

Labor Category Title: Project Manager

Education:

Masters Degree and 13 years experience. Senior Project Manager of IT projects typically greater than 20 team members or multiple projects. At least 6 years as project manager with full responsibility for the contract.

Technical/General Experience:

At least thirteen years of intensive and progressive experience in developing and managing large complex and/or multiple application development full life cycle projects which embodied a full range of skills including feasibility studies, computer system analysis, design, programming, testing, LAN/WAN communication networking, documentation, training, implementation.

Functional Responsibility:

Provides overall Project Management and has the responsibility for project planning, organizing, directing, coordinating, controlling and administration. Has full decision making and negotiating authority on all aspects of the project. Poses expertise in project planning and control using project management tools. Has capability in activities including project management, people management, customer interaction, planning, budgeting, scheduling, cost/schedule controls, priority setting, program loading, staffing, progress reporting, technical reviews, configuration management, quality control, logistics support, and risk management.

Labor Category Title: Technical Writer

Education:

Bachelor's Degree in English, Journalism or a related field, or four intensively progressive years of experience in lieu of a degree; also acceptable is a Bachelor's Degree in a computer-science related field.

Technical/General Experience:

Requires four years of experience in the preparation of documentation, presentations and graphics, of which at least one year must be specialized. Specialized experience includes: demonstrated experience in editing and creation of documentation (in both hardcopy and online/web-enabled formats), including technical documentation.

Functional Responsibility:

Edit on-line help information and hardcopy documentation. Ensure all information adheres to applicable information and quality standards and is grammatically correct. Ensure the material in all information units conforms in style and is presented in clear, concise language. The Technical Writer works independently at the mid level to prepare IT system documentation and procedures incorporating information provided by consultants, systems engineers, technical specialists, users, and management personnel. Understands computer processing including an understanding of commonly used IT terminology. Activities include using documentation standards for writing, editing, proofreading, and graphics presentation of technical information to both technical and user personnel. Prepares final form technical documents using word processing technology. Prepare revisions to and rewrite existing documentation. Create new documentation from related documentation, examination of subject system or procedure, interviews, and/or experience and/or expertise in subject area. Use word processor or text processor. Applies excellent writing skills and use of the English language. Applies PC skills and technical aptitude. Applies indexing and file management skills; manage correspondence and uploading and downloading of related revisions of work. Gathers documentation requirements, prepares project plan and schedule. Prepares status reports. Coordinates the preparation of systems maintenance, programming and operations documentation, and methods, including user manuals, reference manuals, telecommunications manuals, etc. Coordinates all documentation production (binding, Internet, CD ROM, etc.).

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS****PREAMBLE**

(Name of Company) 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.

HAYDEN HARTLAND

1356 Michigan Avenue, Salt Lake City, Utah 84105

Phone (877) 375-2468 Fax (866) 651-2415

email: hayden.hartland@spearstone.com

SPEARSTONE