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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Microcomputers--Application Software

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

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 D311  IT Data Conversion Services
FPDS Code D316  IT Network Management Services
FPDS Code D399  Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.
Note: Contractor has been awarded all SINs under the Cooperative Purchasing and Disaster Recovery programs.

VAREC, INC.
5834 Peachtree Corners East
Norcross, Georgia 30092
Phone: (770) 447-9202
Fax: (770) 447-5767
Web Site: www.varec.com

Contract Number:  GS-35F-0549L

Period Covered by Contract: August 16, 2001 through August 15, 2022

Pricelist current through Modification PO-0038, dated November 15, 2017

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service’s Home Page via the Internet at http://www.fs
INFORMATION FOR ORDERING OFFICES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>Perpetual Software License and Software Maintenance</td>
</tr>
<tr>
<td>132-50</td>
<td>Training Courses</td>
</tr>
<tr>
<td>132-51</td>
<td>Information Technology Professional Services</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model Number and Price for each SIN: See Price List

1c. SERVICES OFFERED: See Price List

2. MAXIMUM ORDER PER SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>$500,000 per SIN/Order</td>
</tr>
<tr>
<td>132-50</td>
<td>$25,000 per SIN/Order</td>
</tr>
<tr>
<td>132-51</td>
<td>$500,000 per SIN/Order</td>
</tr>
</tbody>
</table>

3. MINIMUM ORDER LIMITATION: $1000

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): The geographic scope of this contract is the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

5. POINT OF PRODUCTION: United States

6. BASIC DISCOUNT: Prices listed are net, discounts have been deducted and the industrial funding fee has been added

7. QUANTITY DISCOUNT: None Offered

8. PROMPT PAYMENT TERMS: Net 30

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.

9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 5 days ARO for SIN 132-33; as negotiated for SIN 132-50 and 132-51

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

11d. URGENT REQUIREMENTS: Contact Contractor

12. F.O.B. POINT: Destination

13a. ORDERING ADDRESS: Varec, Inc.

5834 Peachtree Corners East
Norcross, Georgia 30092-3403

13b. ORDERING PROCEDURES: For supplies and service the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA may be found at the GSA/FSS Schedule homepage (gss.gsa.gov/schedule).
14. **PAYMENT ADDRESS:** Same as Ordering Address

15. **WARRANTY PROVISION:** Standard Commercial Warranty – 1 year

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

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
   Will be accepted above the micro-purchase threshold

18. **TERMS AND CONDITIONS OF RENTAL:** Not Applicable

19. **TERMS AND CONDITIONS OF INSTALLATION:** See Attached Pricelist

20. **TERMS AND CONDITIONS OF REPAIR PARTS:** Not Applicable

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** Not Applicable

21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** Not Applicable

22. **LIST OF PARTICIPATING DEALERS:** Not Applicable

23. **PREVENTIVE MAINTENANCE:** Not Applicable

24a. **SPECIAL ATTRIBUTES:** Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov. www.varec.com

25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER:** 091761270

26. **CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.**
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33)

1. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government 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. The Contractor’s standard commercial guarantee/warranty of 1 year will apply to this contract.
   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES
The Contractor, without additional charge to the Government, shall provide a hot line technical support number 1-800-446-4950 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24 hours a day, 7 days a week.

4. UTILIZATION LIMITATIONS
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
      (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
      (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency'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 agency.
      (3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
(4) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government 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.

5. SOFTWARE CONVERSIONS - (132-33)
   Full monetary credit will be allowed to the Government 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.

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

7. RIGHT-TO-COPY PRICING
   The Contractor does not offer right-to-copy licenses.
1. **SCOPE**
   a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
   
b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. **ORDER**
   Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. **TIME OF DELIVERY**
   The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. **CANCELLATION AND RESCHEDULING**
   a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
   
b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
   
c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
   
d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. **FOLLOW-UP SUPPORT**
   The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.
6. **PRICE FOR TRAINING**
The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. **INVOICES AND PAYMENT**
Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

8. **FORMAT AND CONTENT OF TRAINING**
   a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
   
   b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
   
   c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
   
   d. The Contractor shall provide the following information for each training course offered:
      (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
      (2) The length of the course;
      (3) Mandatory and desirable prerequisites for student enrollment;
      (4) The minimum and maximum number of students per class;
      (5) The locations where the course is offered;
      (6) Class schedules; and
      (7) Price (per student, per class (if applicable)).
   
   e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. **“NO CHARGE” TRAINING**
The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

   Not offered
Course(s) Description Overview
(For all Varec COTS & Non-COTS Applications and Functional Information contracted to provide Formal Training)

1. Course Location:
All formal courses are taught at:
Varec Inc.
5834 Peachtree Corners East
Norcross, GA 30092-3403
Or
As indicated by Ordering Activity and Agreed Upon by Varec, Inc.

2. Number of Classrooms:
3 (two classrooms sit 16 students and the third 18 students).

3. Number of students/class:
   a. Minimum: see attached pricing schedule
   b. Maximum: see attached pricing schedule

4. Course Descriptions:
All course work is a mixture of lecture, discussion and student exercises. For example, the instructor will provide lecture on a given topic, questions are asked and answered and then the students will demonstrate their understanding of the lecture and discussions by performing hands-on examples either via workbook or software applications.

### Basic 3-Week Basic Training Course:
Trainee upon completion of the training will understand from a technical and functional perspective all/or specific COTS/Non-COTS applications, interfaces, and process flows and how to use any functional process associated with the applications; be able to navigate these applications as well as understand the interfaces and data mining applications to obtain management information. Additionally, trainees will understand duties associated with management of the technical and functional aspects of any associated processes within the overall systems supported by the applications and interfaces. Lastly, trainees will understand how to use the all User Guides and support tools, i.e., Help Desk Standard Operating Procedures to solve problems in a timely manner.

Prerequisites: There is no prerequisite for this course. Students will find 3 months of on-the-job training/experience advantageous for this course.

### Advanced 3-Week Training Course:
The general Learning Objectives (LOs) of this class are: The trainee upon completion of the training will: Understand from a “total systems and process perspective” all/or specific applications, interfaces, and process flows; understand Windows operating systems; understand general applications and use of applications controls; be able to navigate through each application covered under the system or program covered during the course; be able to find and use all of the functions needed to perform mission tasks; and be able to use the systems guide and Help Desk to resolve issues and problems in a timely manner. In addition, be able to understand any unique applications and interface associated with the system and addressed in the course. Students will receive training on all aspects of the functions of each application and tasks associated with the daily aspects of management and operations. Training will focus on the processing and maintenance of all technical and functions tasks and processes required by the application or functional daily operations. Hands-on training will be provided under an instructor based environment to address real time issues and provide functional experience. The latest changes encountered in the technical and functional area covered will be incorporated into the training. Training is conducted through lecture, demonstration, and extensive hands on exercises. Instructor will create different scenarios that pose challenges to each of the trainees. Students should...
be prepared for an interactive and fast paced learning environment. On-line tests will be given to assess trainees understanding of the learning objectives.

Prerequisites: There is no prerequisite for this course. Students will find 3 months of on-the-job training/experience advantageous for this course.

### Manager’s 1-Week Managers Course:

The general Learning Objectives (LOs) of this class are: The trainee (first level supervisors and managers) upon completion of the training will: Understand from a “Functional and technical perspective” general and specific knowledge of all applications and interfaces supported, along with process flows; understand Windows operating systems; understand general applications and use of all systems applications and controls; be able to navigate the applications, interface applications to obtain management information; be familiar with the functions needed to perform mission tasks; and be able to use the applications User Guide and Help Desk instructions to resolve issues and problems in a timely manner. In addition, be able to know how any other application and interfaces supports the system and is covered under the instruction.

Prerequisites: Students should have at least 1 year of on-the-job experience before attending this course as well as have attended either the 3 Week Basic or other associated courses. However, the Contracting Agent can waive this requirement and send students to the course with less training/experience as required.

### Basic 1-Week Training Course:

One-week course designed to train attendees on how to perform duties associated with the day-to-day operations of the applications and interfaces of the systems covered during the course activities. Students are expected to have a working knowledge of the system, as well as, interfaces used in order to have foreknowledge of the applications prior to attendance of the training course. Training focuses on the processing and maintenance of a systems applications and interfaces, including: identifying requirements, operation for the daily management of the application, while adhering to the established policy and procedures laid forth by the functional business owner. The latest changes encountered in both the Industry and functional owner will be incorporated into the training. Training is conducted through lecture, demonstration, and extensive hands on exercises. Instructor will create different scenarios that pose challenges to each of the trainees. Students should be prepared for an interactive and fast paced learning environment. An on-line test will be given to assess trainees understanding of the learning objectives.

Prerequisites: Students should have at least 6 months of on-the-job experience and completed the old courses associated with the applications/systems being covered during this instruction before attending this course. However, the Contracting Agent can waive this requirement and send students to the course with less training/experience.

### Formal Training On-Site Training:

Formal Training can be requested at off-site locations, other than the classroom, and will be agreed upon by the Contracting Agent.

<table>
<thead>
<tr>
<th>Course Description</th>
<th>QTY</th>
<th>Duration</th>
<th>GSA Price per class</th>
<th>Maximum Students</th>
<th>GSA Price per additional student</th>
</tr>
</thead>
<tbody>
<tr>
<td>FuelsManager Inventory Course</td>
<td>1</td>
<td>1 week</td>
<td>$10,881.61</td>
<td>16</td>
<td>$680.10</td>
</tr>
<tr>
<td>FuelsManager - Managers Course</td>
<td>1</td>
<td>1 week</td>
<td>$10,881.61</td>
<td>16</td>
<td>$680.10</td>
</tr>
<tr>
<td>FuelsManager Defense</td>
<td>1</td>
<td>3 week</td>
<td>$32,644.84</td>
<td>16</td>
<td>$1,994.96</td>
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<tr>
<td>FuelsManager Basic Course</td>
<td>1</td>
<td>3 week</td>
<td>$32,644.84</td>
<td>16</td>
<td>$1,994.96</td>
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<tr>
<td>Client Site Setup Fees</td>
<td>1</td>
<td></td>
<td>$906.80</td>
<td></td>
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</tbody>
</table>

All courses can be performed in a formal classroom setting at Varec classrooms in Atlanta, GA or at Client sites. Client Site training costs does not include travel or per diem.

Varec, Inc.  
(770) 447-9202  
GS-35F-0549L  
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1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**
   (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
   (1) Cancel the stop-work order; or
   (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
   (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
      (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
      (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
   (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
   (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. **INSPECTION OF SERVICES**
   The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

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

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**
   Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. **INDEPENDENT CONTRACTOR**
   All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.
10. ORGANIZATIONAL CONFLICTS OF INTEREST
   a. Definitions.
      “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or
corporation that is a party to this contract.

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

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

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

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

12. PAYMENTS
   For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper
invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress
payments shall be made only when authorized by the order. For time-and-materials orders, the Payments
under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb
2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For
labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7
(DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under
this contract.

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

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

15. APPROVAL OF SUBCONTRACTS
   The ordering activity may require that the Contractor receive, from the ordering activity's Contracting
Officer, written consent before placing any subcontract for furnishing any of the work called for in a task
order.
16. **DESCRIPTION OF IT SERVICES AND PRICING**
   Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist.

17. **EQUIVALENCY**
   Varec, Inc. reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.
   1. One year of experience is the equivalent of one year of education.
   2. One year of education is the equivalent of one year of experience.
   3. Certification related to the technology is equivalent to two years of the experience/education requirement.
VAREC, INC.
LABOR CATEGORY DESCRIPTIONS AND
PRODUCT AND SERVICES PRICING
<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>Sr. Technical Project Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/General Experience:</strong></td>
<td>Possesses exceptional expertise in an engineering discipline/technology or specific functional area related to IT. Possesses a thorough knowledge of design requirements and operational procedures for IT systems, applications and relational databases.</td>
</tr>
<tr>
<td>Assists the Program Manager in identifying all required system/hardware/design changes to be incorporated into project documents, as well as review design documents.</td>
<td></td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong></td>
<td>Provides oversight and technical review of project tasks and provides functional analysis in order to achieve optimal design configurations. Has the ability to interpret various regulations, policies and other constraints and assess their impact on project costs.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Possesses a Bachelor’s Degree in an engineering discipline or related area, such as mathematics, computer science, statistics, etc. and seven (7) years-related work experience.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>Program Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/General Experience:</strong></td>
<td>Plans, organizes and directs the efforts of a program team, serves as on-site focal point for technical and administrative matters, ensures all data submittals are complete, correct and in accordance with contract prior to submittal and tracks financial data of individual tasks. The Program Manager possesses significant related management experience.</td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong></td>
<td>Acts as the senior executive focal point for all projects within the program, responsible for all contractual, staffing, financial, performance and delivery issues.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Bachelor’s Degree and ten (10) years of experience leading teams or projects.</td>
</tr>
</tbody>
</table>
## Sr. Engineer

**Minimum/General Experience:** Able to plan, design, develop, install, modify, and test networks, application programs and/or computer based systems. Able to translate systems/subsystems designs and detailed designs into fully functioning and architecturally compliant networks, applications or computer based systems. Requires knowledge of servers, workstations, and other programmable systems such as controllers and handheld devices. Provides advice on differing networking implementations and designs. Able to provide problem resolution, compliance testing and design recommendations. Hands on experience with internetworking equipment to include configuration, installation and/or troubleshooting. Also, able to work with senior technical and user staff in a consultative role on their projects. Able to provide assistance and guidance to less experienced contractor technical staff.

**Functional Responsibility:** Provides senior level leadership and scientific knowledge to the project in all areas of technical implementation.

**Minimum Education:** Possesses a Bachelors Degree in engineering, science or computer sciences or MCSE certification and at least six (6) years working experience in this area at a senior level.

## Sr. Applications Programmer

**Minimum/General Experience:** Able to plan, design, develop, modify and test application programs related to IT applications. Able to translate system/subsystem designs and detailed designs into applications logic. Able to provide advice on differing control systems applications designs and access methods in problem resolution, design and development situations.

**Functional Responsibility:** Able to work with other senior technical and user staff to complete projects, as well as provide assistance and guidance to less experienced technical staff.

**Minimum Education:** Has a Bachelors Degree in an engineering or computer programming discipline and seven (7) years related work experience.
<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>Sr. Program Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/General Experience:</strong></td>
<td>Responsible for integrating multiple projects into a coherent, overall Program Plan. Ensures that quality assurance and total quality management practices are implemented with regard to the overall contract. Is responsible for the financial accountability of the program/contract. Must possess significant related management experience over multiple projects and at least twelve years of relevant industry experience.</td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong></td>
<td>Acts as the senior executive focal point for all projects within the program responsible for all contractual, staffing, financial, performance and delivery issues.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Bachelor’s Degree and twelve (12) years of experience leading teams or projects.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>Sr. Systems Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/General Experience:</strong></td>
<td>Able to plan, design, develop, install, modify and test IT systems. Able to translate system/subsystem designs and detailed designs into fully functioning and architecturally compliant systems. Requires knowledge of servers, workstations and other programmable systems, such as controllers and handheld devices. Provides advice on differing networking implementations and design of compliance audit formats. Able to provide problem resolution, compliance testing and design recommendations. Hands on experience with internetworking equipment to include configuration, installation and/or troubleshooting. Also able to work with senior technical and user staff in a consultative role on their projects. Able to provide assistance and guidance to less experienced contractor technical staff.</td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong></td>
<td>Provides senior level leadership to the project in all areas of technical implementation and compliance audits.</td>
</tr>
<tr>
<td><strong>Minimum Education:</strong></td>
<td>Has either Bachelors Degree in an engineering, science or math discipline and at least six (6) years of experience.</td>
</tr>
</tbody>
</table>
### Commercial Job Title: Systems Engineer

**Minimum/General Experience:** Able to install, modify and test programs and/or computer based monitoring systems. Requires knowledge of servers, workstations and other programmable systems, such as controllers and handheld devices. Able to provide problem resolution, testing and design recommendations. Hands on experience with internetworking equipment to include configuration, installation and/or troubleshooting. Also able to work with technical and user staff in a technical role on their projects. Able to provide assistance and guidance to less experienced contractor technical staff.

**Functional Responsibility:** Provides leadership to the project in all areas of technical implementation.

**Minimum Education:** Has either Bachelors Degree in an engineering, science or math discipline and at least four (4) years of experience.

### Commercial Job Title: Project Administrator

**Minimum/General Experience:** Able to generate documents and spreadsheets utilized in status reports, trip reports, briefings, etc. Performs contract deliverable tracking, resource movement tracking and travel administration. Assists the Project Management staff on tasks related to the administration of the task/delivery order. Assists the project Manager in resource allocation, contract deliverable preparations and personnel schedule development and maintenance.

**Functional Responsibility:** Experienced in the development and administration of project plans and schedules through the use of computer based scheduling software.

**Minimum Education:** Has an Associates Degree in Administration and four (4) years related work experience.
<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>Technical Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/General Experience:</strong> Must have experience in creating technical documents using appropriate computer based software packages including, but not limited to, Excel, Microsoft Project, etc. Qualified in leading the design, development and maintenance of IT projects including developing layouts and detailed drawings, preparing written specifications, performing design calculations and developing cost estimates. Able to support software applications, interfaces as well as translate design and project needs with other design disciplines. Capable of investigating project design alternatives as identified. Able to perform on site inspections of projects.</td>
<td></td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong> Acts as the senior technical focal point for all projects within the program responsible for staffing, performance and delivery issues.</td>
<td></td>
</tr>
<tr>
<td><strong>Minimum Education:</strong> Must possess a Bachelor’s degree in an engineering discipline and at least four (4) years work experience in such disciplines as Oracle, C++, Visual Basic or similar.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>Project Specialist</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum/General Experience:</strong> Must be proficient in writing style, punctuation, grammar and format. Must have experience in creating technical documents using appropriate computer based software desktop publishing packages including but not limited to Excel, Adobe PageMaker, Ventura, Quark, etc. Able to train client personnel in subject matter related to information technology. May develop IT course materials. Able to provide support to data processing and service functions including: 1) documenting IT programs and processes;2) processing, collecting, testing, maintaining and distributing program and systems documentation; 3) analyzing software code and anomalies; 4) collecting raw information, preparing flow charts, and coding in program languages and 5) word processing support of technical writers and engineers in the preparation of program documentation.</td>
<td></td>
</tr>
<tr>
<td><strong>Functional Responsibility:</strong> Prepares documentation and reports either in standard textual format and/or using commercial software packages to prepare multi media documents.</td>
<td></td>
</tr>
<tr>
<td><strong>Minimum Education:</strong> Must possess a Bachelor’s degree and at least one (1) year experience in technical writing/multi media or specialized training in said field.</td>
<td></td>
</tr>
<tr>
<td>LABOR CATEGORY</td>
<td>PRICE</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Senior Technical Project Lead</td>
<td>$165.69</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$123.84</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$110.46</td>
</tr>
<tr>
<td>Senior Applications Programmer</td>
<td>$147.54</td>
</tr>
<tr>
<td>Senior Program Manager</td>
<td>$178.95</td>
</tr>
<tr>
<td>Senior Systems Engineer</td>
<td>$123.84</td>
</tr>
<tr>
<td>Systems Engineer</td>
<td>$94.71</td>
</tr>
<tr>
<td>Project Administrator</td>
<td>$53.02</td>
</tr>
<tr>
<td>Technical Project Manager</td>
<td>$123.84</td>
</tr>
<tr>
<td>Project Specialist</td>
<td>$80.13</td>
</tr>
</tbody>
</table>

“Note: All non-professional labor categories must be incidental to and used solely to support hardware, software, and/or professional services and cannot be purchased separately.”
### FuelsManager Oil & Gas

**Product Description:** FuelsManager Oil & Gas is a Windows based Supervisory Control and data Acquisition (SCADA) suite for the Oil & Gas industries. FuelsManager Oil & Gas is a versatile, highly configurable Supervisory Control and Data Acquisition (SCADA) suite of software.

#### N9510- FuelsManager Oil & Gas Editions

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>N9510</td>
<td>FuelsManager Oil &amp; Gas</td>
<td></td>
</tr>
</tbody>
</table>

#### N9510- Editions

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>A0</td>
<td>Upgrade or Option(s) Addition</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>A1</td>
<td>Standard Edition (Std)</td>
<td>$4,488.66</td>
</tr>
<tr>
<td>132-33</td>
<td>A2</td>
<td>Professional Edition (Pro)</td>
<td>$9,022.67</td>
</tr>
<tr>
<td>132-33</td>
<td>A3</td>
<td>Professional Edition Server Site License (Pro)</td>
<td>$45,340.05</td>
</tr>
</tbody>
</table>

#### Enterprise Software

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>B0</td>
<td>No Enterprise Edition</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>B1</td>
<td>Enterprise Edition (Ent)</td>
<td>$22,216.62</td>
</tr>
</tbody>
</table>

#### Hardware Key Type

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>C0</td>
<td>Parallel Hardware Key</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>C1</td>
<td>USB Hardware Key</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

#### Software Version Upgrades

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>U0</td>
<td>No Software Version Upgrade</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>U1</td>
<td>Software Version Upgrade, From previous Std Edition -&gt; latest Std Edition</td>
<td>$2,992.44</td>
</tr>
<tr>
<td>132-33</td>
<td>U2</td>
<td>Software Version Upgrade, From previous Pro Edition -&gt; latest Pro Edition</td>
<td>$5,984.89</td>
</tr>
<tr>
<td>132-33</td>
<td>U3</td>
<td>Software Version Upgrade, From previous Std Edition -&gt; latest Pro Edition</td>
<td>$7,526.45</td>
</tr>
<tr>
<td>132-33</td>
<td>U4</td>
<td>Software Version Upgrade, From previous Pro Site License -&gt; latest Pro Site License</td>
<td>$22,670.03</td>
</tr>
</tbody>
</table>

*Note: Above prices are for upgrades from previous versions of FuelsManager to the latest version. Upgrades to Enterprise server are not available and must be purchased separately.*

#### Edition Upgrades

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>X0</td>
<td>No Edition Upgrade</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>X2</td>
<td>Edition Upgrade, Professional Edition -&gt; Professional Server Site License</td>
<td>$36,317.38</td>
</tr>
</tbody>
</table>

*Note: The prices above are for upgrades across the same FuelsManager Oil & Gas Edition. See “Software Version Upgrades” for updating from a previous software version.*

*Note: Upgrades to Enterprise server are not available and must be purchased separately.*
<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>MTS-0</td>
<td>No Movement Tracking System</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>MTS-1</td>
<td>New Install, Movement Tracking System</td>
<td>$4,488.66</td>
</tr>
<tr>
<td>132-33</td>
<td>MTS-2</td>
<td>Upgrade from Previous Version, Movement Tracking System</td>
<td>$1,795.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Note:</strong> The Movement System feature is only available with the Professional Edition. Standard Edition cannot be used to host the Movement server or configure possible movement paths. However, Standard Edition can be used as client accessing movements mainta</td>
<td></td>
</tr>
<tr>
<td>132-33</td>
<td>LD-A</td>
<td>No Leak Detection</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>LD-B</td>
<td>New Install, Leak Detection</td>
<td>$4,488.66</td>
</tr>
<tr>
<td>132-33</td>
<td>LD-C</td>
<td>Upgrade from Previous Version, Leak Detection</td>
<td>$1,795.47</td>
</tr>
<tr>
<td>132-33</td>
<td>TC-0</td>
<td>No Throughput Calculator</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>TC-1</td>
<td>New Install, Throughput Calculator</td>
<td>$4,488.66</td>
</tr>
<tr>
<td>132-33</td>
<td>TC-2</td>
<td>Upgrade from Previous Version, Throughput Calculator</td>
<td>$1,795.47</td>
</tr>
<tr>
<td>132-33</td>
<td>ADO-A</td>
<td>No Automated Data Output</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>ADO-B</td>
<td>New Install, Automated Data Output</td>
<td>$952.14</td>
</tr>
<tr>
<td>132-33</td>
<td>ADO-C</td>
<td>Upgrade from Previous Version, Automated Data Output</td>
<td>$380.86</td>
</tr>
<tr>
<td>132-33</td>
<td>WS-0</td>
<td>No Web Server</td>
<td>$0.00</td>
</tr>
<tr>
<td>132-33</td>
<td>WS-1</td>
<td>New Install, Web Server</td>
<td>$4,488.66</td>
</tr>
<tr>
<td>132-33</td>
<td>WS-2</td>
<td>Upgrade from Previous Version, Web Server</td>
<td>$1,795.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Note:</strong> The Web Server option requires Microsoft Windows 2008 Server and Microsoft SQL Server.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Note:</strong> The Web Server requires a permanent Internet connection, public TCP/IP address and firewall for deployment to the internet.</td>
<td></td>
</tr>
</tbody>
</table>