GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST

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

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

Software Licenses Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

Software Maintenance Services Software maintenance services 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 services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):
• Ancillary Financial Systems Software
• Application Software
• Communications Software
• Core Financial Management Software
• Electronic Commerce (EC) Software
• Large Scale Computers
• Microcomputers
• Operating System Software
• Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
• Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 27, 2021 through December 28, 2026

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR:

STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Large

GSA Schedule Contract GS-35F-153GA

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL NUMBER	LOWEST PRICED
511210	E06KVLL	$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: $500,000

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

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

GSA Schedule Contract GS-35F-153GA

12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IFAPPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTSPRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. UEI NUMBER: E5GCV3QWQ459

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

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

b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called “Warranty Start Date”) specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular least 60 days must be given in accordance with FAR 12.404(b)(2)

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

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

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

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

X 2. Software Maintenance Services (SIN 54151)

_____

Software maintenance services 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 services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

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

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a
cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) it's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter,

retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

'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 (a) 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.

7. SOFTWARE CONVERSIONS - (SIN 511210)

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 (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. 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.

9. RIGHT-TO-COPY PRICING The Contractor shall

insert the discounted pricing for right-to-copy licenses = None

USACOMMITMENTTOPROMOTE SMALLBUSINESSPARTICIPATION PROCUREMENTPROGRAMS

PREAMBLE

(STONS, INC.) 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: Company Point of contact: Amir Shalev phone number: (646) 875-5499 e-mail address: amir.shalev@stons.biz fax number: (646) 839-2727

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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