Federal Supply Service
Authorized Federal Supply Schedule Price List
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.

SPECIAL ITEM NUMBER 132-32 Term Software License
SPECIAL ITEM NUMBER 132-34 Maintenance of Software as a Service

The Millennium Group Int’l LLC
8300 Greensboro Dr., Suite 800
McLean, VA 22102
703-652-4190 (p)
1-800-587-2615 (f)
Website: http://www.themilgroup.com/

Service Disabled Veteran Owned Small Business, Woman Owned Small Business

Contract Number: GS-35F-375BA
Period Covered by Contract: May-23-2014-May-22-2019
General Services Administration
Federal Acquisition Service

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

Contract period

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.

Customer Information:

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>132 32</td>
<td>Term Software License</td>
</tr>
<tr>
<td>132 34</td>
<td>Maintenance of Software as a Service</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

2. Maximum Order: $500,000.00

3. Minimum Order: $100.00

4. Geographic Coverage (delivery Area): 48 Contiguous States & DC and Overseas

5. Point(s) of production (city, county, and state or foreign country): Canada
6. **Discount from list prices or statement of net price:** Government net prices (discounts already deducted).

7. **Quantity discounts:** 5% discount on 2-10 Servers, 10% discount on 11+ servers (SIN 132-32 only)

8. **Prompt payment terms:** Net 30 days

9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold: Yes

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: will accept over the micropurchase threshold

10. **Foreign items (list items by country of origin):** Canada

11a. **Time of Delivery (Contractor insert number of days):** 14 Days ARO

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery: Contact Contractor

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: Contact Contractor

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery: Contact Contractor

12. **F.O.B Points(s):** Destination

13a. **Ordering Address(es):**
The Millennium Group Int’l LLC
8300 Greensboro Dr., Suite 800
McLean, VA 22102
13b. Ordering procedures: For supplies and 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(es):
The Millennium Group Int’l LLC
8300 Greensboro Dr., Suite 800
McLean, VA 22102

15. Warranty provision.: Manufacturers standard commercial warranty (1 year) please contact Contractor

16. Export Packing Charges (if applicable): N/A

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 (if applicable): N/A

19. Terms and conditions of installation (if applicable): N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): 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. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants: N/A

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. contactor’s website or other location.) The EIT standards can be found at: www.Section508.gov/

25. Data Universal Numbering System (DUNS) number: 185381790
26. **Notification regarding registration in the System for Award Management (SAM)**

**Database:** Registered

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**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. **INSPECTION/ACCEPTANCE**

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

2. **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.

**Standard Company Warranty for Adlib Software**

1. The warranty on the Company’s media is limited to, and available only to, the original purchaser of the product, whether purchased from the Company or from an authorized Dealer or Distributor.

2. The Company's entire liability to the purchaser, and the purchaser's (or any other party's) sole and exclusive remedy, under this warranty shall be limited, at the Company's option, to either
(a) return of and refund of the price paid for, or (b) repair or replacement at the Company's factory of the products purchased, or any part or parts thereof, which the Company has determined to be defective after inspection thereof at the Company's factory.

3. This warranty does not cover damage due to acts of God, accident, misuse, abuse or negligence by parties other than the Company, or any modification or alteration of the products. In addition, this warranty does not cover damage due to improper handling, assembly, installation or maintenance.

4. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE PRODUCTS PURCHASED, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S LIABILITY TO THE PURCHASER (OR ANY OTHER PARTY) HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID TO THE COMPANY.

6. NO WARRANTY. YOU UNDERSTAND AND ACKNOWLEDGE THAT ALL TRIAL, ALPHA, BETA OR OTHER EVALUATION OR TESTING SOFTWARE IS PROVIDED FOR EVALUATION PURPOSES ONLY AND, ACCORDINGLY, ADLIB SOFTWARE HAS MADE THE SOFTWARE AVAILABLE TO YOU ONLY ON AN “AS-IS” BASIS, AND MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS WHATSOEVER REGARDING SUCH SOFTWARE OR ITS USE.

7. LIMITED CONDITIONAL WARRANTY. Adlib Software warrants that Software licensed pursuant to Section 3 or under a Hot Backup License will operate substantially in accordance with the documentation accompanying it for a period of 30 days (the “Warranty Period”) following issuance of an Order Confirmation to you. This warranty does not apply to alpha, beta, trial or other evaluation Software, Software that you have not registered within the Warranty Period, Software that has been improperly stored, installed, operated, used, or maintained. Updates licensed to you following the Warranty Period, failures arising from any virus or similar cause or breach by you of this Agreement or failures that are not reproducible
by Adlib Software, acting reasonably. If you discover a breach of this warranty and report such breach in writing in reasonable detail to Adlib Software within the Warranty Period, and in sufficient detail for Adlib Software to reproduce the failure, Adlib Software will, in its sole discretion, either make available to you, for download from our website, any correction or work-around for such non-conformity as and when made generally available by Adlib Software to its other licensees of the Software or refund you the amount paid by you and received by Adlib Software for the production licenses granted. To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy for any breach of the foregoing warranty.

8. DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 15, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADLIB SOFTWARE DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. ADLIB SOFTWARE CANNOT AND DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTIONS, THAT IT WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE, RELIABLE OR CURRENT. ADLIB SOFTWARE ACCEPTS NO RESPONSIBILITY FOR, AND DOES NOT WARRANT THE ACCURACY, CURRENCY OR RELIABILITY OF ANY REPORT, OUTPUT, OR DATA PREPARED BY OR WITH THE ASSISTANCE OF THE SOFTWARE. ADLIB SOFTWARE DOES NOT WARRANT THAT THE SOFTWARE OR THE SUPPORT MATERIALS WILL NOT INFRINGE THE PROPRIETARY RIGHTS (INCLUDING PATENT, COPYRIGHT, TRADE MARK, OR TRADE SECRET RIGHTS) OF ANY THIRD PERSON.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-652-4190 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am EST to 5PM EST.

5. SOFTWARE MAINTENANCE

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

_____X_____ 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.

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

_____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 in arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

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

a. The Contractor 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 the Contractor.

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 the Contractor 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.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _N/A% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _12_ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (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 the
Contractor, unless otherwise specified.

2. Software licenses are by site and by ordering activity. An ordering activity is
defined as a cabinet level or independent ordering activity. The software may be used by
any subdivision of the ordering activity (service, bureau, division, command, etc.) that has
access to the site the software is placed at, even if the subdivision did not participate in the
acquisition of the software. Further, the software may be used on a sharing basis where
multiple agencies have joint projects that can be satisfied by the use of the software placed
at one ordering activity's site. This would allow other agencies access to one ordering
activity's database. For ordering activity public domain databases, user agencies and third
parties may use the computer program to enter, retrieve, analyze and present data. The
user ordering activity will take appropriate action by instruction, agreement, or otherwise,
to protect the Contractor's proprietary property with any third parties that are permitted
access to the computer programs and documentation in connection with the user ordering
activity's permitted use of the computer programs and documentation. For purposes of this
section, all such permitted third parties shall be deemed agents of the user ordering
activity.

3. Except as is provided in paragraph 8.b(2) above, the ordering activity shall not
provide or otherwise make available the software or documentation, or any portion
thereof, in any form, to any third party without the prior written approval of the
Contractor. Third parties do not include prime Contractors, subcontractors and agents of
the ordering activity who have the ordering activity's permission to use the licensed
software and documentation at the facility, and who have agreed to use the licensed
software and documentation only in accordance with these restrictions. This provision
does not limit the right of the ordering activity to use software, documentation, or
information therein, which the ordering activity may already have or obtains without
restrictions.

4. The ordering activity shall have the right to use the computer software and
documentation with the computer for which it is acquired at any other facility to which
that computer may be transferred, or in cases of Disaster Recovery, the ordering activity
has the right to transfer the software to another site if the ordering activity site for which it
is acquired is deemed to be unsafe for ordering activity personnel; to use the computer
software and documentation with a backup computer when the primary computer is
inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to
transfer a copy of the software to another site for purposes of benchmarking new hardware
and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

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

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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.
16. DESCRIPTION OF PRODUCTS AND PRICING

<table>
<thead>
<tr>
<th>Adlib Product</th>
<th>Single Server License</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GSA Price</td>
</tr>
<tr>
<td>Adlib PDF Enterprise</td>
<td>$32,972.29</td>
</tr>
<tr>
<td>Software Maintenance Package*</td>
<td>$8,107.30</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Adlib Product</th>
<th>2-10 Servers (5% Discount)</th>
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<tr>
<td></td>
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<tr>
<td>Adlib PDF Enterprise</td>
<td>$31,032.75</td>
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