

Authorized Information Technology Schedule Pricelist



Federal Supply Service
U.S. General Services Administration

^k
AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT

Special Item Numbers (SIN) Products/Services

- 132-8Purchase of Hardware
- 132-12Repair
- 132-33 Perpetual Software Licenses
- 132-34Maintenance of Software
- 132-50.....Training Courses

SIN 132-8 Purchase of Equipment FSC Class Category Code

- 7010 SYSTEM CONFIGURATION
 - End User Computer/Desktop.....G
 - Laptop/Portable/NotebookN
 - Optical and Imaging Systems K

- 7025 INPUT/OUTPUT AND STORAGE DEVICES
 - Printers A
 - Optical Recognition Input/Output Devices K
 - Storage Devices including Magnetic Storage,

Other Input/Output and Storage Devices Not
Elsewhere ClassifiedC

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-33 Perpetual Software Licenses

FSC Class 7030INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
+ Operating System Software
+ Application Software

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

SIN 132-50 Training Courses

FPDS Code U012

Contractor:

Promark Technology, Inc., 10810 Guilford Road Suite 101 Annapolis Junction, MD 20701 (301) 953-1120

Contract Number: GS-35F-4342D

Period Covered By Contract:

September 4, 1996 through March 31, 2007 (currently awaiting extension at GSA)

General Services Administration Federal Supply Service

Products and ordering information in this Authorized Information Technology Schedule Pricelist is also available on the GSA *Advantage!* System. Agencies can browse GSA *Advantage!* By accessing GSA's Home Page via Internet at www.gsa.gov.

TABLE OF CONTENTS

Section Page

Information for Ordering Offices..... 2

Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8)..... 9

Terms and Conditions Applicable to Repair of Government Owned General Purpose Commercial Information Technology Equipment, After Expiration of Guarantee Provisions (Special Item 132-12) 10

Terms and Conditions Applicable, Perpetual Software License (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) of General Purpose Commercial Information Technology Software Licenses 12

Terms and Conditions Applicable to Purchase of Training Courses (Special Item Number 132-50)..... 18

USA Commitment to Promote Small Business Participation Procurement Programs 21

Suggested Formats for Blanket Purchase Agreements..... 21

Basic Guidelines for Using Contractor Team Arrangements 22
Authorized Government Resellers 23
Manufacturer Listing.....30
Equipment Pricelist 31

CONTRACT MODIFICATIONS

This Schedule Contract Pricelist includes Modifications through Number PO00359 effective 6/29/05.

INFORMATION FOR ORDERING OFFICES

SPECIAL NOTICE TO AGENCIES Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA *Advantage!* on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA *Advantage!* and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR ORDERING ADDRESS AND ORDERING INFORMATION:

- a. ORDERING ADDRESS.

Federal Appliance, LLC
47 E All Saints St.
Frederick, MD 21701-5633

- b. PAYMENT ADDRESS.

Federal Appliance, LLC
47 E All Saints St.
Frederick, MD 21701-5633

When Authorized Dealers are allowed by the Contractor to bill Government agencies and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

- c. GOVERNMENT CREDIT CARDS. Contractors are required to accept Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer will be printed on the invoice.
- d. TECHNICAL AND/OR ORDERING ASSISTANCE.

Below are the telephone number(s) that can be used by ordering agencies to obtain technical and/or ordering assistance.

Federal Appliance, LLC
47 E All Saints St.
Frederick, MD 21701-5633
(301) 560-7127

Or

Promark Technology, Inc.
(301) 953-1120

3. LIABILITY FOR INJURY OR DAMAGE:

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G (Order/Modification Under Federal Schedule) Block 16: Contractor Establishment Code (DUNS) is 074839986. Block 30: Type of Contractor is (B) Other Small Business. Block 31: Woman-Owned Small Business: No. Block 36: Contractor's Tax Identification Number (TIN) is 52-0940687.

- 4a. CAGE CODE. 3F450
4b. Contractor has registered with the Central Contractor Registration Database.

5. F.O.B. POINT:

- a. Destination for the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.
b. Point of Exportation for all other overseas locations. In place of an delivery/installation date for equipment, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization must be included on the Government order for equipment.

6. COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULES):

- a. TIME OF DELIVERY. The Contractor shall deliver to destination, or provide shipment within the number of calendar days after receipt of order (ARO), as set forth below.

Delivery Time Special Item Number (Days ARO)

132-8	30	132-8 nStor.....	15	132-8
Promark, Logic Instrument	90	132-8 Dot Hill.....	3 Days – 6 Weeks	132-
33.....	See Below	132-34.....	As Negotiated	

- b. EXPEDITED DELIVERY TIMES. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor or its Authorized Government Reseller based on the availability of product inventory. Delivery times of 1-30 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor.
- c. OVERNIGHT AND 2-DAY DELIVERY TIMES. When schedule customers require overnight or 2-day delivery, agencies are encouraged to contact the Contractor or Authorized Government Resellers for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced. Authorization must be included on the Government order for products.
- d. URGENT REQUIREMENTS. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

For BakBone Software

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

Delivery Time Special Item Number (Days ARO)

132-33.....	4 Days
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- b. EXPEDITED DELIVERY. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor or its Authorized Government Reseller. Delivery times of 1-3 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor.

For CyberGuard Software

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

Delivery Time Special Item Number (Days ARO)

132-33.....	45 Days
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- b. EXPEDITED DELIVERY. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor or its Authorized Government Reseller based on the availability of product inventory. Delivery times of 1-45 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor.
- c. OVERNIGHT AND 2-DAY DELIVERY. When schedule customers require overnight or 2-day delivery, agencies are encouraged to contact the Contractor or Authorized Government Resellers for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced. Authorization must be included on the Government order for products.
- d. URGENT REQUIREMENTS. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

For FalconStor Software

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

Delivery Time Special Item Number (Days ARO)
132-331 Day

- b. EXPEDITED DELIVERY. Not Applicable.
- c. OVERNIGHT AND 2-DAY DELIVERY. Not Applicable.
- d. URGENT REQUIREMENTS. Not Applicable.

For Captiva Software

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

Delivery Time Special Item Number (Days ARO)
132-33.....10 Days 132-34.....As negotiated 132-50.....As negotiated

- e. EXPEDITED DELIVERY. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor or its Authorized Government Reseller based on the availability of product inventory. Delivery times of 1-7 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor.
- f. OVERNIGHT AND 2-DAY DELIVERY. Not Applicable.
- g. URGENT REQUIREMENTS. Not Applicable.

For Silas Technologies, Inc.

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

Delivery Time Special Item Number (Days ARO)
132-33.....30 Days 132-34.....As negotiated 132-50.....As negotiated

- h. EXPEDITED DELIVERY. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor or its Authorized Government Reseller based on the availability of product inventory. Delivery times of 1-7 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor.
- i. OVERNIGHT AND 2-DAY DELIVERY. Not Applicable.
- j. URGENT REQUIREMENTS. Not Applicable.

For LeftHand Networks

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

Delivery Time Special Item Number (Days ARO) 132-8.....90 Days 132-12.....As negotiated

- k. EXPEDITED DELIVERY. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor or its Authorized Government Reseller based on the availability of product inventory
- l. OVERNIGHT AND 2-DAY DELIVERY. Not Applicable.
- m. URGENT REQUIREMENTS. Not Applicable.

For Kanguru Solutions

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

Delivery Time Special Item Number (Days ARO)
132-8.....1-7 Days

7. DISCOUNTS:

- a. PROMPT PAYMENT. Prompt payment is 0%, Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. QUANTITY. None.
- c. DOLLAR VOLUME. None.
- d. GOVERNMENT EDUCATIONAL INSTITUTIONS. None.
- e. DISCOUNT FOR USE OF GOVERNMENT COMMERCIAL CREDIT CARD. None.
- f. OTHER. None.
- g. PRICES. All prices shown herein are net Government prices unless otherwise indicated.

8. TRADE AGREEMENTS ACT OF 1979 (as amended):

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not available within the scope of this contract.

10. SMALL REQUIREMENTS:

The minimum dollar value of an order for delivery to one destination is \$100.00.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment)
The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

SPECIAL ITEM 132-8 - Purchase of Hardware
SPECIAL ITEM 132-12 - Maintenance and Repair
SPECIAL ITEM 132-33 - Perpetual Software Licenses
SPECIAL ITEM 132-34 - Maintenance of Software

The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

SPECIAL ITEM 132-50 – Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

1. **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

2. **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

3. **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FEDSTDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of

Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification

Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award

Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

.(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

.(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

.(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

.(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

.(1) Time of delivery/installation quotations for individual orders;

.(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

.(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.promarktech.com

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

.(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

.(b) The following statement: This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

.(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

.(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

.(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

.(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

.(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM 132-8)

1. MATERIAL AND WORKMANSHIP:

All equipment furnished hereunder must be new and satisfactorily perform the function for which it is intended. Within the scope of this contract, "newly manufactured equipment" means newly assembled equipment which may contain some reprocessed components that meet new component test standards and comply with product performance and reliability specifications.

2. ORDER:

A written order, EDI (GSA *Advantage!* and FACNET), credit card, and BPA or BOA orders shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders, BPA's or BOA's, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT:

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract, unless otherwise specified.

4. INSTALLATION AND TECHNICAL SERVICES:

a. INSTALLATION. Installation is available from the Contractor's Authorized Government Resellers outside the scope of this contract. Installation from the Contractor, within established service areas, is available per the terms and charges set forth under Special Item Number 132-12.

Most equipment provided under this contract is considered normally to be self-installable.

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

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

.c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the Government one (1) copy of all operating and maintenance manuals relating to the equipment being delivered that is normally provided commercially at no charge.

.d. **TECHNICAL SERVICES.** On-site technical services are available from the Contractor's Authorized Government Resellers outside the scope of this contract. On-site technical service from the Contractor, within established service areas, is available per the terms and charges set forth under Special Item Number 132-12. At no charge to the Government, during the Contractor's guarantee/warranty period (30 Days), Contractor will provide reasonable levels of telephone technical assistance during normal business hours regarding Contractor's products. Technical assistance could include any of the following:

- . • System set-up and configuration
- . • Basic information regarding applications
- . • Problem diagnosis and analysis on both hardware and software
- . • Information regarding product specifications and compatibility with other products
- . • Information regarding services warranties and other service issues

5. INSPECTION/ACCEPTANCE:

Equipment must operate in accordance with manufacturer's published specifications. The user agency should give the Contractor a notice of acceptance or rejection within 30 days from receipt of the equipment. The Government is relieved of all risk of loss or damage prior to acceptance.

6. GUARANTEE:

.a. The Contractor will furnish, all maintenance, machine adjustments, repairs, and parts, on a return-to-factory basis for a period of thirty (30) days. Warranty/guarantee provisions and periods from individual manufacturers will be in effect, and available to the Government, after the thirty (30) day period from the Contractor. Manufacturer warranty/guarantee provisions are shown by Manufacturer in the Equipment Pricelist.

.b. All parts replaced during the guarantee period shall become the property of the Contractor.

.c. Prior to the expiration of the guarantee period, whenever equipment is shipped for repair or mechanical replacement purposes by the Government, the Government shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage, and insurance.

.d. When the Government returns equipment to the Contractor's establishment for repairs, the Government shall be responsible for any damage or loss from the time the equipment is removed from the Government installation until it is received at the Contractor's facility. The Contractor shall only be responsible for any loss or damage while the equipment is at the Contractor's facility until the equipment is returned to such installation.

.e. This guarantee does not apply if damage to the equipment is occasioned by fault or negligence of the Government.

.f. When guarantee repair cannot be performed at the Government's location, the inspection and repair of defective equipment under this guarantee will only be performed at the Contractor's service facility (point) at the following address:

Promark Technology, Inc. 10810 Guilford Road Suite 101 Annapolis Junction, MD 20701 Attention: Returns Department

and defective equipment will normally be repaired or replaced within five (5) working days after receipt.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT:

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT:

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding Disposition of Information Technology Excess Personal Property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in FPMR 41 CFR part 101-46.

TERMS AND CONDITIONS APPLICABLE TO REPAIR GOVERNMENT-OWNED GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT, AFTER EXPIRATION OF GUARANTEE PROVISIONS (SPECIAL ITEM 132-12)

1. SERVICE AREAS:

- a. The return to Contractor's Shop repair service rates listed herein are applicable to all Government locations within the scope of this contract. The on-call repair service rates listed herein are applicable to all Government locations within a one-hundred (100) mile radius of the Contractor's service point of 10810 Guilford Road Suite 101, Annapolis Junction, MD 20701.

If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraph 5.c.(3) of this Special Item 132-12.

- b. When repair services cannot be performed at the Government installation site, the repair services will only be performed at the Contractor's service facility (point) at the following address:

Promark Technology, Inc. 10810 Guilford Road Suite 101 Annapolis Junction, MD 20701

2. ORDER:

Written orders, EDI orders, credit card orders or, in the case of BPA's or BOA's telephone orders are permissible for ordering repair service under this contract. Blanket purchase orders shall not extend beyond the end of the contract period.

3. LOSS OR DAMAGE:

- a. When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss from the time the equipment is removed from the Government installation until it is returned to such installation.
- b. When equipment is returned to the Contractor's establishment for warranty repairs by the Government, the Government shall be responsible for any loss or damage to equipment being returned until the equipment is received by the Contractor at its authorized service facility.

The Contractor shall only be responsible for any damage or loss while the equipment is at the Contractor's service facility and until the equipment is returned to the Government's installation.

4. RESPONSIBILITIES OF THE CONTRACTOR:

- a. The Contractor shall always be responsive to the Government's repair service needs. The Contractor shall perform all repair services which are ordered by the Government during the contract term.
- b. The Contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, repair service will normally be accomplished within a time period agreed to between the ordering agency and the Contractor.
- c. Only new, standard parts, or parts warranted as new, shall be used in effecting repairs. Parts which have been replaced shall remain the property of the Government, except when the Government concludes that an appropriate allowance is obtained for such defective parts.
- d. **GUARANTEE.** All repair work will be unconditionally guaranteed for a period of ninety (90) calendar days.

5. RESPONSIBILITIES OF THE GOVERNMENT:

- a. Government personnel shall not attempt repairs to equipment while such equipment is under the purview of this contract, unless agreed to by the Contractor.
- b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained.

6. RATE PROVISIONS:

REPAIR SERVICE AND PARTS - NOT COVERED BY A MAINTENANCE CONTRACT OR WARRANTY:

- .a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- .b. **MULTIPLE MACHINES.** When repairs are ordered by a Government agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Government, provided the time consumed in going between machines (or buildings) is reasonable.
- .c. **TRAVEL OR TRANSPORTATION.**
 - .(1) **AT THE CONTRACTOR'S SHOP.**
 - .(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee provision, the cost of transportation, packing, etc., from the Government location to the Contractor's plant, and return to the Government location, shall be borne by the Government.
 - .(b) The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.
 - .(2) **AT THE GOVERNMENT LOCATION (Within Established Service Areas).** When equipment is repaired at the Government location, and repair service rates are established for service areas or zones, the listed rates are applicable to any Government location within such service areas or zones
 - .(a) The repair service rates listed for subparagraph
 - .(2) above apply, except that a travel charge of \$0.25 per mile for repairmen will apply to the round-trip distance between the Contractor's service center and the Government location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Government location or at the Contractor's shop.
 - .(3) **AT THE GOVERNMENT LOCATION (Outside Established Service Areas).** Repair service at the Government's location, which is outside the established service area, is not available under the scope of this contract.

convenience of the Contractor.

e. REPAIR SERVICE RATES.

Minimum Charge	Rate Per Hour
At Contractor's Shop	
2 Hours.....	\$65
Government Location (Within Established Service Areas) 2	
Hours.....	\$100 Fractional hours, at the end of the job, will be prorated to the nearest quarter hour.

7. INVOICES AND PAYMENT:

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of the work. Payment under blanket purchase orders will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph 8 below. **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

8. REPAIR PARTS:

.a. PRICES. All parts, furnished as spares or as repair parts in connection with the repair of equipment shall be new, standard parts, or parts warranted as new, manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the current Contractor's or manufacturers commercial pricelist, at a discount of 0% from such listed prices.

.b. GUARANTEE. All parts, furnished either as spares or repair parts in connection with the repair of equipment, will be unconditionally guaranteed for a period of not less than ninety (90) days.

**APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM 132-33) AND MAINTENANCE (SPECIAL ITEM 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 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 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. GUARANTEE/WARRANTY:

For BakBone Software

BakBone warrants the physical media (e.g. diskette(s) or CDROM), and the physical documentation, to be free of defects in materials and workmanship for a period of 90 days from the original purchase date. If BakBone receives notification within this warranty period of any such defects and such notification is determined to be correct, BakBone will, at its sole option and discretion, either repair or replace the media or documentation, or provide the Government a full refund. The foregoing is the Government's sole and exclusive remedy and states Backbone's entire liability arising out of this warranty. Any other warranty claim, if any, must be brought to Contractor, who the Government agrees shall be the sole party the Government looks to for warranty claims beyond the express, limited warranty set out herein. Moreover, this limited warranty is void if the damage or defect has resulted from accident, abuse or misapplication.

For CyberGuard Software

CyberGuard does warrant that the media on which the Software is recorded shall be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of purchase. CyberGuard's entire liability and your exclusive remedy shall be replacement of any media not meeting CyberGuard's Limited Warranty and which is returned to CyberGuard with a copy of your purchase receipt. If failure of the media results from accident, abuse, or misapplication of the product, then CyberGuard shall have no responsibility to replace the media under this Limited Warranty. In the event of replacement of the media, the replacement will be warranted for the remainder of the original ninety (90) day period or thirty (30) days, whichever is longer.

For FalconStor Software

For the FalconStor Software Warranty see Paragraph 8 Utilization Limitations, subparagraph (6) Limited Warranty.

For Captiva Software

Captiva warrants that, for a period of 90 days from the date of receipt a) the hardware key and the media on which Software is furnished will be free of defects in materials and workmanship, and b) such Software, as delivered, will materially conform to Captiva's then current documentation for such software. Your exclusive remedy, and Captiva's entire liability, under this warranty will be, at Captiva's option, the replacement of the non-conforming Software, hardware key, media and/or documentation or a refund of the license fee you paid, subject to return of the software. This Limited Warranty is void if failure of the Software has resulted from accident, abuse or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

THE EXPRESS WARRANTIES ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES. CAPTIVA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; OR ANY WARRANTY ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR FROM TRADE USAGE.

For Silas Technologies Software

Silas represents that the Software, if properly installed by the Government, and, if operated in accordance with the documentation requirements, will perform in all material respects in accordance with the Software specifications and documentation. If, at any time

within a ninety (90) day period from the Installation Date, the Software materially fails to operate in the manner described in the applicable Software documentation, the Government shall promptly notify Silas in writing of such alleged failure. To the extent that such deficiency exists in a current unaltered release of the Software and is documented or demonstrated by the Government, Silas shall, at its own cost and expense and within thirty (30) days of receipt of such written notification, either correct such deficiency or, in the alternative at Silas' election, provide the Government with a plan correcting the deficiency within a reasonable period of time.

If the deficiency is not corrected within the thirty (30) day period, or if in the alternative at Silas' election, a plan for correcting such deficiency is not established during such period, the Government may, as sole and exclusive remedy, exercise wither of the options by providing Silas at least five (5) days written notice thereof:

.a. Terminate the license of the Software and return the Software and all related documentation to Silas, in which event Silas shall refund to the Government all license fees paid by the Government to Silas with respect to the Software and the Government shall have no obligation to make any further payment therefore; or

.b. Defer further payments for the Software until Silas has corrected the deficiency. If, after a reasonable time, Silas has not corrected the deficiency, the Government as its sole and exclusive remedy shall have the option to terminate its license to such Software as provided above.

3. TECHNICAL SERVICES:

For BakBone Software

Such services, if required, are outside the scope of the contract.

For CyberGuard Software

Technical services are not included in the purchase price of software. Technical services is not offered under the scope of this contract.

For FalconStor Software

Technical services are not included in the purchase price of software. Normally all technical services are provided in conjunction with software maintenance (SIN 132-34) if so ordered by the Government.

For Captiva Software

Technical services are not included in the purchase price of software. Technical services are provided in conjunction with software maintenance (SIN 132-34), if so ordered by the Government.

For Silas Technologies Software

Technical services are not included in the purchase price of software. Technical services are provided in conjunction with software maintenance (SIN 132-34), if so ordered by the Government.

4. SOFTWARE MAINTENANCE:

For BakBone Software

Such services, if required, are outside the scope of the contract.

For FalconStor Software

.a. Software maintenance service shall include the following technical support and periodic maintenance updates.

.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.

For Captiva Software

- .a. Software releases, including new releases, maintenance releases, updates and service packs, as periodically issued during the term of the support agreement.
- .b. Software patches, as appropriate, to provide short-term, immediate resolution to mission critical problems.
- .c. E-mail or telephone support, including assistance with the diagnosis of malfunctions and development of patches or workarounds for client use, if necessary.
- .d. On-line self-help applications, including on-line case creation, case status, technical knowledge base, FAQs, white papers and other documentation.
- .e. On-site diagnostic services for critical problems for which Technical Support diagnostics do not yield a solution. On-site services will be provided only at the customer request and are subject to the reasonable availability of personnel and resources. (Captiva will bear all reasonable costs of such a visit if it is determined that the covered Captiva product is at fault. If any product or service other than the Captiva product is at fault, then the daily rate will be charged).
- .f. Captiva quarterly newsletter.

For Silas Technologies Software

Maintenance services shall be automatically renewed in increments of twelve (12) months each at the GSA Schedule annual maintenance charge then in effect. The Government may only elect to discontinue Maintenance Service upon at least a ninety (90)-day written notice to Silas prior to the expiration of the then current maintenance term. Maintenance Services consist of the following:

- .a. Software maintenance releases, including updates and service packs.
- .b. Help Desk support, including diagnosis of malfunctions related to the licensed Software and development of patches or workarounds for the Government use, if necessary.
- .c. Contact may be via e-mail or telephone.
- .d. Silas may, at the Government's request, provide on-site diagnostic services. This is subject to

the reasonable availability of personnel and resources. Silas will bear all reasonable costs of such a visit if it is determined that the licensed Software is at fault. If it is determined that any product or service other than the licensed Software is at fault, then the Government agrees to pay all reasonable expenses associated with such an on-site visit.

5. PERIODS OF MAINTENANCE (132-34):

- .a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- .b. Maintenance may be discontinued by the Government 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 maintenance orders citing the new appropriation shall be required maintenance is to be continued during any remainder of the contract period.
- .d. CROSS-YEAR FUNDING WITHIN CONTRACT PERIOD. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:

Not available under the scope of this contract.

7. TERM LICENSE CESSATION:

Not available under the scope of this contract.

8. UTILIZATION LIMITATIONS (132-33 AND 132-34):

For BakBone Software

Commercial computer software and/or commercial computer software documentation is offered by the Contractor under licenses customarily provided to the public. The Government shall have only those rights specified herein. The Contractor does not furnish technical information related to commercial computer software (or commercial computer software documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software (or commercial computer software documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

When acquired by the Government, commercial computer software and related documentation shall be subject to the following:

(1) **GRANT OF LICENSE.** BakBone Software Inc. ("BakBone") grants to the Government, the end user, a personal, nonexclusive, nonsublicensable, nonassignable license to use a single copy of this software program, including any updates, additional modules, or additional software provided by BakBone through an authorized ("Distributor or Reseller") in connection therewith (the "Software"), solely for the Government's use and solely in accordance with the terms and conditions of this license agreement. The Government may copy the Software into the memory of any computer, solely as necessary to use the Software in accordance with this license agreement. The Government may use one copy of this license agreement (Single Server or Enterprise Edition), and related documentation (a) on a single backup server at only one time (b) the Government may use a single copy of the Software on an unlimited number of workstations connected to the backup server (c) the Government may copy of the Software into any computer-readable or printed form for backup or modification purposes required in support of the Government's use of the Software.

(2) **OTHER RESTRICTIONS.** Except as otherwise provided herein, the Government shall not copy, modify, reverse engineer, decompile, enhance, or make derivative works or compilations or portions or otherwise the source code, internal structure, organization or any other aspect of the Software or any part thereof or aid, abet or permit others to do so. Any unauthorized modifications, derivative works, or any other intellectual property, created directly or indirectly using or referring to the Software, or components thereof, or enhancements of the Software, shall belong exclusively to BakBone and the Government hereby assigns any and all rights in them (including without limitation moral rights) to BakBone. The Government hereby acknowledges that The Government has no right whatsoever and shall have no right whatsoever, whether by the express terms of this Agreement or by any course of conduct, to use, review, or access the source code for the Software.

The Government may not rent or lease the Software, but the Government may transfer the Software and accompanying written materials on a permanent basis provided the Government retains no copies and the recipient agrees to the terms of this Agreement. If the Software is an update, any transfer must include the update and all prior versions. The Government may not modify or translate the Software. The Government further agrees: (i) not to remove any software identification or notices of any proprietary or copyright restrictions from the Software or any support materials; (ii) except for archival or backup copies, not to copy the Software, or any derivative or part thereof; develop any derivative works thereof or include any portion of the Software in any other software program; (iii) not to provide use of the Software in a computer service business, rental or commercial timesharing arrangement; and (iv) not to develop methods to enable unauthorized parties to use the Software.

(3) **DUAL MEDIA** If the software package contains more than one form of media, such as 3.5" media diskette and a CDROM, then you may use only one of the media appropriate for the Government's computer or computer system. The Government may not use the other media on another computer or loan, rent, lease, or transfer them to another except as part of the permanent transfer (as provided above), of all Software and written materials.

For CyberGuard Software

Commercial computer software and/or commercial computer software documentation is offered by the Contractor under licenses customarily provided to the public. The Government shall have only those rights specified herein. The Contractor does not furnish technical information related to commercial computer software (or commercial computer software documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software (or commercial computer software documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

When acquired by the Government, commercial computer software and related documentation shall be subject to the following:

CyberGuard grants to the Government, a non-exclusive, non-extendable license to load a single copy of the Software as furnished herewith, on any single computer at any given time and to make functionality of the Software available to not more than the maximum number of Users. That maximum number of Users is specified based on the CyberGuard Model Number of the Software. "Users" includes all users of machines which run the Software; all users of machines communicating with any network device or other machine which runs the Software, whether such communications are direct or indirect through one or more other servers, routers, additional firewalls, gateways, network devices or otherwise so as to provide any or all of the protection, isolation and/or other functionality of the Software above at any given time all in a manner not inconsistent with any manuals or other documentation furnished herewith (the "Documentation") and to make, keep in the Government's possession only, and use, solely for archival and backup purposes, a single archival copy of the Software. The Government may not load or use the Software on more than one computer at any given time. No additional or different rights are granted to the Government either expressly or by implication.

CyberGuard grants to the Government, a non-exclusive, non-extendable license to use, solely on the Appliance, a single copy of the Software as furnished with the Appliance, in a manner not inconsistent with the Documentation, and to make, keep in your possession only, and use, solely for archival and backup purposes, a single archival copy of the Software. The Government may not load or use the Software on any platform other than the Appliance on which it has been pre-loaded. No additional or different rights are granted to you, either expressly or by implication.

TRADE SECRETS/LIMITED ACCESS: The Software embodies proprietary technology and valuable trade secrets of CyberGuard which are vital to the business of CyberGuard and whose value depends upon their not being generally known. The Government agrees to exercise due care not to provide access to any portion of the Software or Documentation to any person or entity other than the Government who reasonably require such access to enable you to use the Software subject to this Agreement.

NO REVERSE ENGINEERING: The Government agrees not to engage in or to request or purport to authorize any other person or entity to engage in any form of reverse engineering or decompiling of any portion of the Software.

NO TRANSMISSION: The Government agrees not to electronically, optically or otherwise transmit, broadcast, transfer, or disseminate any portion of the Software and/or the Documentation over any public or private computer network (either local, wide area or otherwise), telephone network or other mode or channel of communication.

U. S. GOVERNMENT RESTRICTED RIGHTS: Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of this computer software, the rights of the Government regarding its use, reproduction and disclosure are set forth in Federal Acquisition Regulation Clause No. 52.227-19 for restricted computer software or in any federal contracts of CyberGuard Corporation, 2000 West Commercial Boulevard, Fort Lauderdale, Florida 33309.

GOVERNMENT LIMITED RIGHTS: The provisions of this paragraph shall control, unless it is in conflict with U. S. GOVERNMENT RESTRICTED RIGHTS (above paragraph) in which case U. S. GOVERNMENT RESTRICTED RIGHTS shall control. In any Government contract with CyberGuard Corporation, 2000 West Commercial Boulevard, Fort Lauderdale, Florida 33309, or its distributors or agents, for this software, the Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data -- Noncommercial Items clause contained in any Government contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must properly notify the above named contractor or its distributor or agent.

For FalconStor Software

Commercial computer software and/or commercial computer software documentation is offered by the Contractor under licenses customarily provided to the public. The Government shall have only those rights specified herein. The Contractor does not furnish technical information related to commercial computer software (or commercial computer software documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software (or commercial computer software documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

- 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) 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 under this paragraph 8 Utilization Limitation, 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.

- (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.

(6) **LICENSE/OWNERSHIP:**

FalconStor ("Licensor") grants to the Government a non-exclusive license to use the Software and accompanying documentation (collectively the "Product") in the manner described below. Licensor retains the ownership of this Copy and any subsequent copies of the Product, as well as of all copyright, patent, trade secret and other intellectual property rights in the Product. The Product is protected by the United States and other international copyright laws and treaties. This copy is

licensed to the Government for use under the following conditions:

PERMITTED USES:

The Government may:

Use the Product on any supported computer configuration, provided the Product is used on only one such computer and by one user at a time; permanently transfer the Product and its documentation to another user provided the Government retain no copies and the recipient agrees to the terms of this agreement;

Copy the Product or make adaptations for archival purposes or when copying or adaptation is an essential step in the authorized use of the Product, provided any copy or adaptations must contain all of the original Product's proprietary notices; or

If the Government has purchased multiple licenses, make copies of the Software up to the number of licenses purchased in the manner specified by Licensor, provided any copy must contain all of the original Software's proprietary notices. The number of copies is the total number of copies that may be made for all platforms.

The Government may not:

Transfer, distribute, rent, sub-license, or lease the Product or documentation, except as provided herein.

Alter, modify, or adapt the Product, or portions thereof including, but not limited to, reverse engineering, translation, decompiling, disassembling, or creating derivative works.

Make copies of the documentation, the Product, or portions thereof.

Remove any proprietary notices or labels on the Product.

Export the Product in violation of any United States export laws.

LIMITED WARRANTY:

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Except as set forth in the Indemnification clause, Captiva's liability to you will in no event, whether in contract, tort (including negligence) or otherwise, exceed the fees you actually paid to Captiva relative to this License.

For Silas Technologies Software

Rights of Use: The Software license permits the Government to install, use and operate the software only at the locations specified as a "designated location," only in accordance with the license restrictions, only for the purpose of processing data for the Government and its affiliates; and only in accordance with the Silas-supplies Software documentation. Silas grants the Government a non-exclusive, non-sublicensable, non-transferable right to use:

a. Licensed Software in object code form (the "Server") on any single computer system acting as a network server and up to the licensed number of concurrent actively monitored client systems for which the Government has paid the appropriate license fees. The Server and updates thereof are licensed only for use in accordance with the Software documentation provided by Silas.

The Government may transfer its license to use and operate any Software to another Government Designated Location only by providing Silas with prompt prior written notice of such transfer. When transferring this license to a new Designated Location, the Government may use and operate the Software at both the new and old Designated Locations, at no additional charge, for a period not to exceed one (1) month.

The Government shall not permit any third party to use, lease, or lend the Software(s) nor shall the Government use the Software(s) in the operations of a service bureau or Application Service Provider (ASP). The Government may use, however, the Software(s) to process work for the Government's affiliates.

The Government may not alter or modify the Software provided, however, any attempt by the Government to alter or modify the Software shall be at the Government's sole risk and expense. In no event shall Silas have any obligation to support or maintain any version of or alteration to the Software that is not distributed by Silas to its general client base and made a part of the standard Software. Silas shall not be responsible in any regard and shall incur no liability for Software failures or any nonconformance to Software documentation which occur as a result of any alterations so made by the Government. The Government may only develop additional system functionality using Silas defined, commonly-accepted program interfaces that are in the public domain and will notify and be subject to review by Silas.

Silas warrants and represents that it has the right to enter into this Agreement and to grant to the Government the rights granted hereunder. Silas will hold the Government harmless from any action or claim and will defend at its expense any action brought against the Government to the extent that it is based on a claim that Silas did not have the right to enter into this Agreement or that the Software when used within the scope of this Agreement, infringes a United States patent or copyright of a third party ("Infringement"). Silas will pay any costs, direct damages, and reasonable attorney's fees finally awarded against the Government in such action, provided that:

9. SOFTWARE CONVERSIONS (132-32 AND 132-33):

Software conversions are not available under the scope of the contract

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

All equipment compatibility or supported hardware functions applicable to Contractor's products are set forth in the Contractor's published literature or manuals supplied with the Products. For all additional information concerning supported hardware or compatibility requirements the Government is advised to contact the Contractor.

11. RIGHT-TO-COPY PRICING:

Right to copy is limited solely for the purpose of system backup.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government 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 Government's location, as agreed to by the Contractor and the Government.

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 Government.

4. CANCELLATION AND RESCHEDULING

a. The Government 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 Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government 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 Government 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 Government, the Contractor must notify the Government 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 Government will be charged will be the Government training price in effect at the time of order placement, or the Government 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 Government 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. 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. or those courses conducted at the Government's location, instructor travel charges, including mileage and daily living expenses, will be charged according to the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

9. "NO CHARGE" TRAINING – not offered.

Captiva Software Training Course Descriptions

Data for All Courses:

Maximum Number of Students: 8 Schedule: 9:00 am to 5:00 pm Cancellation: \$500 fee applicable if a registered attendee cancels or reschedules within 10 business days of a scheduled course.

IA Fundamentals and Administration:

Length: 3 Days **Description:** Provides in-depth knowledge and usage of *InputAccel modules*. Product overview, module configuration, server administration, process specifications & design, and processing batches. **Prerequisite:** Prior experience with programming language is preferred.

IA Development with VBA:

Length: 2 Days **Description:** Write processes using the *InputAccel/Process Developer (VBA IDW environment)*. Learn how to deploy and implement document capture requirements by stepping through all the eight phases of an Implementation Life Cycle with the emphasis on development and debugging/testing stage. **Prerequisite:** Prior experience with programming language is preferred. Must have attended IA Fundamentals and Administration.

IA Refresher:

Length: 2 Days **Description:** Reacquaints users with *InputAccel* features and usage to ensure continued success with their Capture System. Will also familiarize the students with all the latest product features since version 2.2 **Prerequisite:** Familiar with

InputAccel technology and is a current user. Has attended IA Fundamentals and IA Development with VBA courses. Understands capture requirement and process solution. Has working knowledge of Windows Operating System and Visual Basic.

FormWare File System Fundamentals:

Length: 5 Days **Description:** Provides foundation needed to develop applications using FormWare. Installation, system architecture and processing are discussed in depth. **Prerequisite:** Understanding of forms processing operation and requirements and experience with Windows environment.

FormWare Database Fundamentals for File System Users:

Length: 2 Days **Description:** Provides foundation to develop applications using FormWare database. Covers the Database concepts for the users who are migrating from File System to Database environment.

Prerequisite: FormWare File System Fundamentals and FormWare File System Development with VBA courses. Understanding of forms processing operation and requirements and experience with Windows environment.

FormWare Database Development with VBA:

Length: 3 Days **Description:** Provides comprehensive study of the most sophisticated programming tool that developers can use to harness the power of FormWare Database. **Prerequisite:** Attended FormWare Database Fundamentals course. Working experience with C++, VB, VBA or other object-oriented programming is required.

FormWare ClaimPack Fundamentals:

Length: 3 Days **Description:** Provides comprehensive study of the most sophisticated medical claims solution that developers can use to implement a rapid application that accurately captures the information necessary from medical claims. **Prerequisite:** Attended FormWare File System fundamentals or FormWare Database Fundamentals course. Programming experience recommended.

FormWare InvoicePack Fundamentals:

Length: 3 Days **Description:** Provides a comprehensive study of the most sophisticated invoice processing solution that developers can use to develop a rapid application that improves the speed and accuracy of capturing necessary information from various types of invoices. **Prerequisite:** Attended FormWare File System Fundamentals or FormWare Database Fundamentals course. Programming experience recommended.

Silas Technologies Training Course Descriptions

Silas Reveille version 2.0 Start-Up! Training

Length: 1 Day **Description:** An entry-level course designed to provide a broad overview to all participants in a Silas Reveille product implementation. The course covers all basic functional items, from how the product is structured to how to administer the product. **Location:** Silas Technologies site

Silas Reveille version 2.0 Monitor Design and Construction Training

Length: 2 Days **Description:** This advanced course is a two-day course. Day 1 is the described Start Up! That covers all the basics. Day 2 of this program consists of an in-depth walk-through of administrative functionality and a workshop for construction of monitors. The class will cover the techniques required to develop custom .ASP scripts to address various monitoring scenarios for multiple system platforms. **Location:** Silas Technologies site or Government site

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

1. PREAMBLE:

Contractor provides commercial products and services to the Federal Government. 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.

2. COMMITMENT:

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing

from these businesses whenever practical.

.c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

.d. 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.

.e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

.f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

.g. 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 Federal Government contracts. To accelerate potential opportunities please contact the Contractor.

SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE (Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act
(Agency) 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 **Government that works better and costs less. Signatures**

Agency

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 Agency):

(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/PART NUMBER *SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

(3) The Government 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.

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 customer agency 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 of 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 customer's needs, or -
- .+ Federal Supply Schedule Contractors may individually submit a Schedule "Team Solution" to meet the customer's requirement.
- .+ Customers make a best value selection.

AUTHORIZED GOVERNMENT RESELLERS**↑st Run Computer Services, Inc.**

Rhea Schultzberg 1261 Broadway Suite 508 New York, NY 10001 Phone 212-779-0800 Fax 212-779-0803

123 Printing & Supplies

Buddy Adel 15737 West 100th Terrace Lanexa, KS 66219 Phone 913 438-1123 Fax 913-438-9979

A & T Systems Inc. **

Winter Brown 12520 Prosperity Drive Suite 300 Silver Spring, MD 20904 Phone 301-384-1425 Fax 301-384-1405

A2 Technology Group, LLC

Jerry Armijo 838 Spyglass Circle Louisville, CO 80027 Phone 303-926-8481 Fax 303-926-9305

Abba Technologies, Inc.

Vannette McMillan 1501 San Pedro Drive, NE Albuquerque, NM 87110 Phone 505-889-3337 Fax 505-889-3338

Accris Corp.

Jeffrey Kline 1900 NW Corporate Blvd. Suite 400E Boca Raton, FL 33431 Phone 561-988-2520 Fax 561-988-2521

ACG Systems, Inc.

Kelly Taylor 133 Defense Highway, Ste. 207 Annapolis, MD 21401 Phone: 410-224-0224 Fax: 410-224-0229

ACL Computers and Software, Inc.

Lisa Wilgar 12131 Serenity Lane Marriottsville, MD 21104 Phone 410-442-5472 Fax 410-442-4459

Advistor, Inc.

Robert King 1163 Pittsford Victor Road, Suite 150 Pittsford, NY 14534 Phone: 585-264-1044 Fax: 585-264-1466

All Square Computer Technologies

Tom Mills 350 Feaster Road Greenville, SC 29615 Phone 888-286-0314 Fax 864-286-0317

Alliance Integration, Inc.

Douglas Brown 9121 Atlanta Avenue #139 Huntington Beach, CA 92646 Phone 877-992-5546 Fax 714-963-2148

Alliance Technology Group LLC

Rita Weiner 7240 Parkway Drive, Suite 140 Hanover, MD 21076 Phone: 410-712-0270 Fax: 410-712-0271

Allied Network Solutions

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Alpha Data Corporation

Clark Rayborn 1326 Lewis Turner Blvd. Fort Walton Beach, FL 32547 Phone: 850-315-0417 Fax: 850-315-0427

American Data & Computer Products, Inc.

Terry Castro 4505 Town N Country Blvd. Tampa, FL 33615 Phone: 813-889-0584 Fax: 813-886-2802

American GSC, Inc.

Larry Weison 6320 Capella Avenue Burke, VA 22015 Phone 703-569-0927 Fax 703-569-0927

American Wordata

Tracy Fogle 23228 N. Paseo Laredo Lane Peoria, AZ 85382 Phone: 623-362-2864 Fax: 623-362-2866

AMS Systems, Inc.

Sue Love 4014 Blackburn Lane Burtonsville, MD 20866 Phone 301-384-2400 Fax 301-384-2401

ANACAPA Micro Products, Inc.

Glenn Anderson P.O. Box 7628 Ventura, CA 93006-7628 Phone 805-339-0305 Fax 805-339-0353

Assurance Data, Inc.

Matt Morrison 137 Concord Street Indiana, PA 15701 Phone 703-671-7100 Fax 703-671-8171

Automated Systems Consulting, Inc. Andy H. Numa 2109 East Palm Ave., Suite 204 Tampa, FL 33605 Phone: 813-241-6799

Fax: 813-241-6829

AVR Enterprises, Inc.

Scott Goldberg 1020 Elden Street Herndon, VA 20170 Phone: 703-834-0000 Fax: 703-834-0013

Baco Enterprises, Inc

Mike Carbally 1985 Route 34 Wall, NJ 07719 Phone 732-974-8618 Fax 732-974-8850

Bay Pointe Technology LLC

Sara Sheffler 2662 Brecksville Road Richfield, OH 44286 Phone: 330-659-6400 Fax: 330-659-6400

Beacon Graphics

Mike Simone 189 Meister Avenue Somerville, NJ 08876 Phone 908-231-8077 Fax 908-231-8943

Beta South Technology

Keith Holman 999 Windy Hill Road Smyrna, GA 30080 Phone 770-436-5666 Fax 770-433-8977

Blue Parrot Tech Solutions, LLC

John Malyevac 10004 Sudley Manor Manassas, VA 20109 Phone: 703-622-1644 Fax: 703-396-8991

Boost Peripheral Systems

Kevin Bush 3608 Madison Ave Bldg. 40 N Highlands, CA 95660 Phone 800-727-4969 Fax 916-348-4641

Cambridge Computer Services, Inc.

Stephen Odio 271 Waverly Oaks Road Wadtham, MA 02452 Phone: 781-250-3000 Fax: 781-250-3381

Capital Information Systems, Inc.

Larry Luzum 2000 S. Carolina Blvd. #300 Denver CO 80222 Phone 720-524-2600 Fax 303-922-1001

Captive Software Corporation

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Carahsoft Technology Corp.

Craig P. Abod 7818 English Way Bethesda, MD 20817 Phone: 301-717-7917 Fax: 240-465-2168

CD Dimensions, Inc.

Matt Brasher 20 Research Parkway, Unit A Old Saybrook, CT 06475 Phone: 888-395-6396 Fax: 860-395-6399

CentreTEK Solutions LLC

Jerry Hanline 8307 Main Street Ellicott City, MD 21043 Phone: 410-465-4880 Fax: 410-465-5430

Chenega Corporation

Terry Grimm 6800 Versar Center, Suite 320 Springfield, VA 22151 Phone 703-960-4682 Fax 703-658-9828

Chesapeake Graphics Inc.

Robert Martz 394 Plankwood Road Westminster, MD 21158 Phone 800-469-3303 Fax 410-871-1772

Computer Source of Louisiana

Collins Armand 3814 Williams Blvd. Kenner, LA 70065 Phone 504-443-4100 Fax 504-443-6275

Compsat Technology, Inc.

Harry J. Haus 25330 Telegraph Road #200 Southfield, MI 48034 Phone 248-223-1020 Fax 248-223-1026

Computer Clearing House, Inc.

John Frater 246 Commerce Drive Rochester, NY 14623 Phone: 585-334-0550 Fax: 585-334-2244

Counter Trade Products d/b/a CEWinc.com

Sharon Norwell 7585 W. 66th Avenue Arvada, CO 80003 Phone 303-424-9710 Fax 303-421-8225

CS&S Computer Systems

M.D. Dbeis 1505 W. University, Suite 103 Tempe, AZ 85281 Phone 480-968-8585 Fax 480-968-9544

Dan Velando Associates

Dan Velando 14053 975h Ave., NE Bothell, WA 98011 Phone: 425-821-4945 Fax: 425-821-4945

Data Connect Corporation

Jane Hobbs 12543 North Highway 83 Suite 225 Parker, CO 80134 Phone 303-840-7477 Fax 303-840-7385

Data Research & Applications (DRA)

Suzanne Wilson 9041 Executive Park Blvd. Suite 200 Knoxville, TN 37923 Phone 865-690-1345 Fax 865-693-5468

Data Storage Depot

Gary Schwartz 233 Greenwood Avenue Bethel, CT 06801 Phone 203-791-9511 Fax 203-778-4535

Dataline, Inc.

Terry Hall 2551 Eltham Ave., Ste. O Norfolk, VA 23513 Phone 757-858-0600 Fax 757-858-0600

Dimension Systems

Kathy Cartwright 17311 - 135th Ave., NE, #B500 Woodinville, WA 98072 Phone: 425-402-0258 Fax: 425-402-0633

Disk Drive Distribution, Inc. d/b/a Florida Storage

Sean Carolan 848 Executive Drive #200 Oviedo, FL 32765 Phone 407-331-8292 Fax 407-331-8214

Docutech

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DSM.net

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Dynamic Systems

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EDAC Systems, Inc.

Diane Hoppe 10970 Pierson Road Fredericksburg, VA 22408 Phone: 540-361-1580 Fax: 540-361-1581

Edgemark Systems, Inc.

Michelle Milligan 11921-E Bournefield Way Silver Spring, MD 20904 Phone 301-625-1057 Fax 301-625-0900

EER Systems

Dave Smith 3750 Centerview Dr., Suite 90 Chantilly, VA 20151-3200 Phone 703-708-1400 Fax 703-671-8699

Electric-Tronics Inc.**

Lance Garms 7830 Old Georgetown Rd., Suite C20 Bethesda, MD 20814 Phone 301-986-9140 Fax 301-986-9224

Electronic Systems

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EN-Net Services

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Even Enterprises, Inc.

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Exec. Presentations, Inc.

Darrell Dean 6110 Executive Blvd., #500 Rockville, MD 20852 Phone 301-230-2024 Fax 301-230-2663

Federal Edge Inc.

Rodney Stolk 1735 Spruce Street, #A Riverside, CA 92507 Phone: 909-683-5024 Fax: 909-683-5025

Federal Appliance, LLC

Dale Underwood, 47 E All Saints St., Frederick, MD 21701-5633 Phone: 301-560-7127 Fax: 301-789-1725

Federal Network Services, Inc.

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FedTek

Scott Deen 12700 Black Forest Lane Suite 202 Woodbridge, VA 22192 Phone 703-551-4718 Fax 703-491-0515

Florida Graphic Supply

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Force 3

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Fuller d'Albert, Inc.

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GDA Micro Technologies, Inc.

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Geobridge Corporation**

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Gigatrend, Inc.

Ms. Teri Sharp 5115 Avnida Encinas, Ste. G Carlsbad, CA 92008 Phone 760-931-9122 Fax 760-929-0846

Global Technologies Group, Inc.
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Global Technology Resources, Inc.
(GTRI)

Glenn Smith 2460 W. 26th Avenue, Suite 365C Denver, CO 80211 Phone: 303-455-8800 Fax: 303-455-8808

GovConnection, Inc.**
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Government Micro Resources, Inc.
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Graphic Impressions - IMS, Inc.
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The Harding Group, Inc.
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Hemtech Peripherals, Inc.
Phil Pesle 103 Margaretta Court Staten Island, NY 10314 Phone 718-815-9588 Fax 718-815-9565

Horizontek, Inc.
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Hudson Valley Paper Co.
Dba Comex Technology Products Danielle Golacinski 981 Broadway Albany, NY 12207 Phone: 518-471-5188 Fax: 518-471-5158

Impex Technologies, Inc.
Rajiv Shah 2311 West 205th St., Suite #104 Torrance, CA 90501 Phone: 310-320-0280 Fax: 310-320-0290
IoDynamix, Inc.
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Image Management Systems, Inc.
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Imaging Office Systems, Inc.
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Iron Horse Computers, Inc.

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January's

Gary January 7805 Adobe Trail Austin, TX 78737 Phone 512-301-4321 Fax 512-3014321

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JSI Sign Systems

Kent Taylor 4000 Dekalb Tech. Pkwy., #450 Atlanta, GA 30340 Phone: 770-455-1020 Fax: 770-455-1551

Kaleidoscope Animations, Inc.

Steven Cencula 23625 Commerce Park Road Beachwood, OH 44122 Phone 216-360-0630 Fax 216-360-9109

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Katek Solutions

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Omniscience, Inc.

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Optivor Technologies, LLC

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Planet Gov

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Protech Photo Rentals

Rob Cannon 5710 E Gen. Washington Dr. Alexandria, VA 22312 Phone 703-941-9100 Fax 703-941-8627

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QualityFirst Imaging, Inc.

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SANZ, Inc.

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Storage Solutions, Inc.

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Structured Data Systems

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Sunstar Company, Inc.

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Systems Maintenance and Technology, Inc.

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Systems Plus, Inc.

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T3 Corporation**

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Tech Depot - An Office Depot Company

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Technical Specialties, Inc.

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TekLinks, Inc.

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Vic Tonas 2121 Noblestown Road Pittsburgh, PA 15205 Phone 412-937-1600 Fax 412-937-1607

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USIP, Inc.

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Vector ESP, Inc.

Dorothy Cannella 5847 San Felipe, Suite 4200 Houston, TX 77057 Phone: 713-933-8834 Fax: 713-933-8830

Velocite Systems

C. H. Cabbage 810 Cromwell Park Drive, Suite K Glen Burnie, MD 21061 Phone: 443-572-0015 Fax: 443-572-0073

Veristor Systems, Inc. Ashby Lincoln 3308 Peachtree Industrial Blv. Ste 110 Duluth GA 30096 Phone: 678-990-1593 Fax: 678-990-1597

Video and Telecommunications (VTI)

Riley Wilson 5427A Backlick Road Springfield, VA 22051 Phone 703-658-0304 Fax 703-658-1829

VIP Office Furniture and Supply, Inc.

Juanita Strickland 109A Memorial Drive, P.O. Box 1190 Hinesville, GA 31313 Phone: 912-877-5225 Fax: 912-368-3360

Vision Business Products

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Wavenet

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Windermere

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Manufacturer List:

LeftHand Overland CyberGuard Captiva Panasonic Promark Quantum Breece Hill Logic Instruments Qlogic Chaparral FalconStor
Roland Silas Ricoh Bakbone Raidtec Dot Hill EqualLogic DigiData US Storage Nexsan Innostor LG nStor

EQUIPMENT PRICELIST

Note:

The Contractor will furnish, all maintenance, machine adjustments, repairs, and parts, on a return-to-factory basis for a period of thirty (30) days. Warranty/guarantee provisions and periods from individual manufacturers will be in effect, and available to the Government, after the thirty (30) day period from the Contractor. Manufacturer warranty/guarantee provisions and Production Points are shown in the Equipment Pricelist