

GENERAL SERVICES ADMINISTRATION (GSA)
FEDERAL SUPPLY SERVICE

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

Ordering Guide

Contract Number

GS-35F-5391H

Mod # PS-0026



Gradkell Systems, Inc. (GSI)

4910 University Square
Suite 5
Huntsville, Alabama 35816
(256) 722-8585, ext. 18
www.gradkell.com

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

SIN 132-32 – TERM SOFTWARE LICENSES

FSC CLASS 7030	Information Technology Software Large Scale Computers Application Software Electronic Commerce (EC) Software Microcomputers
----------------	-----------------------------------------------------------------------------------------------------------------------------------------

SIN 132-33 – PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030	Information Technology Software Large Scale Computers Application Software Electronic Commerce (EC) Software Microcomputers
----------------	-----------------------------------------------------------------------------------------------------------------------------------------

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operations and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services Millennium Conversion Services (Y2K)
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design / Computer Aided Manufacturing (CAD/CAM)
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

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

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

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

Gradkell Systems, Inc. (GSI)

4910 University Square
Suite 5
Huntsville, Alabama 35816
(256) 722-8585, ext. 18
www.gradkell.com

Contract Number: **GS-35F-5391H**

Period Covered by Contract: May 9, 1998 – May 8, 2018

General Services Administration
Federal Supply Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Gradkell Systems, Inc. Ordering Guide

Table of Contents

Ordering Guidei

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS1

1. GEOGRAPHIC SCOPE OF CONTRACT:1

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:.....1

3. LIABILITY FOR INJURY OR DAMAGE.....2

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 2792

5. FOB DESTINATION.....2

6. DELIVERY SCHEDULE.....2

7. DISCOUNTS.....2

8. TRADE AGREEMENTS ACT OF 1979 (AS AMENDED).....3

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING3

10. SMALL REQUIREMENTS.....3

11. MAXIMUM ORDER.....3

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS4

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS4

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS).....4

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS).....4

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001).....4

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES5

16. GSA ADVANTAGE!5

17. PURCHASE OF OPEN MARKET ITEMS5

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS.....6

19. OVERSEAS ACTIVITIES.....6

20. BLANKET PURCHASE AGREEMENTS (BPAs)6

21. CONTRACTOR TEAM ARRANGEMENTS6

22. INSTALLATION, DEINSTALLATION, REINSTALLATION7

23. SECTION 508 COMPLIANCE7

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES7

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)7

26. SOFTWARE INTEROPERABILITY8

27. ADVANCE PAYMENTS8

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32 AND 132-33) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE9

1. INSPECTION / ACCEPTANCE.....9

2. GUARANTEE / WARRANTY9

3. TECHNICAL SERVICES.....9

4. SOFTWARE MAINTENANCE9

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34).....10

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE10

7. TERM LICENSE CESSATION.....10

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)10

9. SOFTWARE CONVERSIONS - (132-33).....11

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY11

11. RIGHT-TO-COPY PRICING11

12. DESCRIPTION OF SOFTWARE PRODUCTS AND PRICING INFORMATION.....11

12a. SOFTWARE PRODUCTS DESCRIPTION11

12b. PRICING FOR SOFTWARE PRODUCTS / LICENSES16

 12b.1 S9D Encrypted Programmable Telecommunications Interface License.....16

 12b.2 DBsign® Data Security Suite Enterprise License.....16

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51).....22

 1. SCOPE22

 2. PERFORMANCE INCENTIVES22

 3. ORDERS.....22

 4. PERFORMANCE OF SERVICES26

 5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)26

 6. INSPECTION OF SERVICES27

 7. RESPONSIBILITIES OF THE CONTRACTOR.....27

 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY.....27

 9. INDEPENDENT CONTRACTOR.....27

 10. ORGANIZATIONAL CONFLICTS OF INTEREST27

 11. INVOICES27

 12. PAYMENTS28

 13. RESUMES28

 14. INCIDENTAL SUPPORT COSTS28

 15. APPROVAL OF SUBCONTRACTS28

 16. *DESCRIPTION OF INFORMATION TECHNOLOGY SERVICES AND PRICING*.....28

 LABOR CATEGORY RATES28

 LABOR CATEGORY DESCRIPTIONS29

APPENDIX A – END USER LICENSE AGREEMENT (S9D-EPTI).....33

APPENDIX A – END USER LICENSE AGREEMENT (DBSIGN).....36

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal 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'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Gradkell Systems, Inc. (GSI)
4910 University Square Suite 2
Huntsville, AL, USA 35816-1846

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

1-866-GRADKELL (472-3535)

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by 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

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: **61-795-0266**
- Block 30: Type of Contractor - B. Other Small Business
 - A. Small Disadvantaged Business
 - B. Other Small Business
 - C. Large Business
 - G. Other Nonprofit Organization
 - L. Foreign Contractor
- Block 31: Woman-Owned Small Business -**No**
- Block 36: Contractor's Taxpayer Identification Number (TIN): **63-1020897**

4a. CAGE Code: 0T3Z4

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-32</u>	<u>1 to 14 Days</u>
<u>132-33</u>	<u>30 Days</u>
<u>132-51</u>	As agreed upon between the contractor and the ordering activity.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact 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 activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0.5% (one-half percent) - 10 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity:
For Special Item Number 132-32, Term Software License, discounts of 10% are offered to US Federal Government customers.
For Special Item Number 132-33, Perpetual Software License, discounts are offered based on the volume ordered by an agency within a one-year period. See Section 12b, PRICING FOR SOFTWARE PRODUCTS / LICENSES.

For Special Item Number 132-51, Information Technology (IT) Professional Services, discounts are offered based on the number of labor hours ordered (on an individual basis). If information technology services are ordered for a minimum of one (1) week (or forty 40 hours), a discount over the regular hourly rate is offered. If information technology services are ordered for three (3) months (or 480 hours) to six (6) months (or 960 hours), an additional discount over the regular hourly rate is offered. If information technology services are ordered for six (6) months (or 960 hours) or more, the greatest discount over the regular hourly rate is offered. An example is provided below. See Section 15a, LABOR CATEGORY RATES for specific discounted rates.
- c. Dollar Volume: Discount is calculated by quantity of hours or software licenses ordered, rather than dollar volume.
- d. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other
- f. Discount for use of Government Commercial Credit Card: none offered

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

None.

10. Small Requirements

The minimum dollar value of orders to be issued is \$400

11. MAXIMUM ORDER

All dollar amounts are exclusive of any discount for prompt payment.

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:
None

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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 address at <http://www.gsaadvantage.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

Software products developed by Gradkell Systems for the federal government, shall, to the extent possible, be accessible and usable by persons with disabilities. Many of the software products developed by Gradkell are "information systems operated by agencies, the function, operation, or use of which involves crypto logic activities related to national security..." and are therefore exempt from Section 508 requirements (per Section 1194.3). However, to the extent possible, such software shall provide assistive technology features such as keyboard assessable controls, user-controlled color schemes, and the ability to be used by screen magnification software

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.gradkell.com/section508

The EIT standard can be found at: www.Section508.gov/.

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.

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 PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32 AND 132-33) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION / ACCEPTANCE

Gradkell Systems 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 non-conforming 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

Unless specified otherwise in this contract, Gradkell Systems' standard commercial guarantee/warranty as stated in the contract's commercial price list will apply to this contract.

Commercial Guarantee / Warranty: With each purchase of DBsign® Database-side Suite, Gradkell Systems provides forty (40) hours consulting for installation, configuration and training. Within a major release, the Customer may download, free of charge, from the DBsign® web site (www.dbsign.com), any or all upgrades or patches to the DBsign® Data Security Suite. A "major release" is determined by the version number of the software product. For example, if the Customer's DBsign® version number is 2.12, the customer may download any or all upgrades or patches while the latest DBsign® version number is 2%.

When the DBsign® version number changes to 3%, constituting a "major release", free downloads will no longer be available to the customer.

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

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

3. TECHNICAL SERVICES

Gradkell Systems, without additional charge to the Government, shall provide a hot line technical support number 1-866-GRADKELL (472-3535) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 a.m. Central time to 5 p.m. Central time.

4. SOFTWARE MAINTENANCE

Software maintenance service shall include the following:

With each purchase of DBsign® Database-side Suite, Gradkell Systems provides forty (40) hours consulting for installation, configuration and training. Within a major release, the Customer may download, free of charge, from the DBsign® web site (www.dbsign.com), any or all upgrades to the DBsign® Data Security Suite. A "major release" is determined by the version number of the software product. For example, if the Customer's DBsign® version

number is 2.12, the customer may download any or all upgrades while the DBsign® version number is 2%. When the DBsign® version number changes to 3%, constituting a “major release”, free downloads will no longer be available to the customer.

Additional hours for security consulting or support may be purchased using Gradkell’s schedule for Special Item Number 132-51, Information Technology Services. See Section **16, DESCRIPTION OF INFORMATION TECHNOLOGY SERVICES AND PRICING.**

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

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

Term licenses for S9D EPTI are for a minimum of one (1) year.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not Applicable

7. TERM LICENSE CESSATION

Not Applicable

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

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 shall be subject to the following:

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

(2) Software licenses for the DBsign® Data Security Suite are by database (or application) and per user. See Section **12b, PRICING FOR SOFTWARE PRODUCTS / LICENSES.**

The DBsign® Data Security Suite software may be used (accessed, but not copied) by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the application for which DBsign® has been purchased. Further, the software may be used (accessed, not copied) on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software integrated into one database application. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data.

The user agency will take appropriate action by instruction, agreement, or otherwise, to protect Gradkell Systems' 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.

Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of Gradkell Systems. 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.

The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be

transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and combine the software with other software, provided that the unmodified portions shall remain subject to these restrictions.

The Government shall not disassemble or decode any portion of the software.

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

9. **SOFTWARE CONVERSIONS - (132-33)**

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another if the conversion occurs within one (1) year from date of purchase.

10. **DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

Gradkell Systems shall include, in the schedule price list, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. **RIGHT-TO-COPY PRICING**

Pricing for the **DBsign Data Security Suite** can be found in Section 12b. No separate Right-To-Copy Pricing is available. For a description of the Utilization Limitations and deployment rights, see Section 8b(2).

12. **DESCRIPTION OF SOFTWARE PRODUCTS AND PRICING INFORMATION**

12a. **SOFTWARE PRODUCTS DESCRIPTION**

12a.1 **S9D Encrypted Programmable Telecommunications Interface (S9D EPTI)**

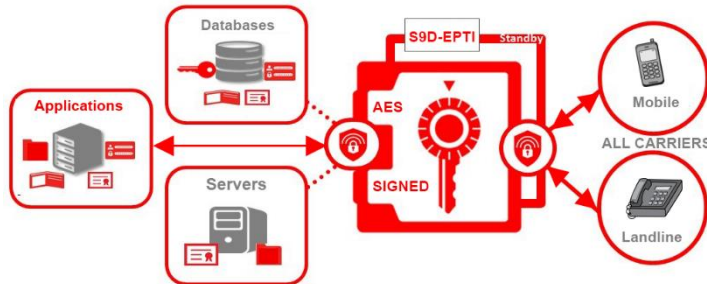
S9D EPTI consists of a local telecom interface with a local telephone number with the following features:

- Unlimited Incoming Voice Minutes
- Unlimited Incoming SMS Messages
- 2500 Outgoing Voice Minutes
- 2500 Outgoing SMS or MMS Messages
- PHP MCRYPT_RIJNDAEL_128 AES encryption

The S9D secure encrypted telecommunications interface (EPTI) product is the only programmable system to allow encrypted receipt and delivery of SMS and MMS messages and routing of voice calls across all US carriers. We also provide the DBsign Data Security Suite®, a practical digital security system and the only 15408 compliant CAC enabled drop-in digital signature component. The combination of the S9D programmable telecommunications interface and the DBsign Data Security Suite® creates an unmatched secure programmable communications interface to all US mobile and landline carriers.

S9D Encrypted Programmable Telecommunications Interface enables customers to quickly deploy telecom routing and endpoint solutions by centrally managing the interface to the hundreds of US phone carriers and creating a single securely encrypted command interface and

inbound communication point using 10 digit local phone numbers in any available US area code. The full-stack, security-hardened software appliance uses AES encryption and digital signing technology for security, availability, and scalability.

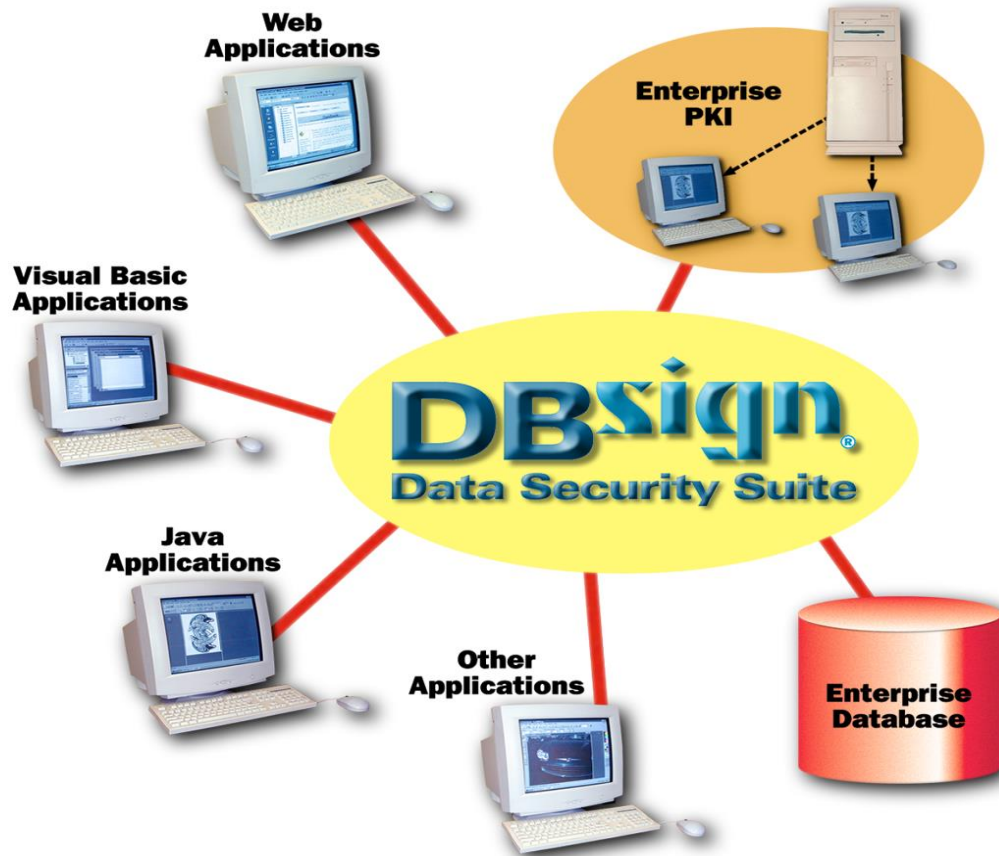


Telecom solutions are often widely distributed across large geographic regions. The S9D-EPTI allows large scale telecommunications applications to centrally manage the local phone interfaces used by callers. Each local 10 digit phone interface can be managed and programmed from within the client's centralized or distributed applications using our AES encrypted and digitally signed command set. Client applications have immediate secure access to call data record, text message, pictures, and voice recording all manageable by the client application.

12a.2 DBsign Data Security Suite

The DBsign Data Security Suite provides a cost-effective way to integrate public key, digital signature security into e-Commerce applications and legacy systems. The DBsign® Data Security Suite secures information systems to enable agencies to comply with Presidential Decision Directive 63, issued in May 1998. PDD 63 outlines requirements for agencies to protect the nation's most important computer systems from cyber- and physical attacks. The DBsign® Data Security Suite is Common Criteria validated by the National Information Assurance Partnership (NIAP). DBsign® is also certified by the Joint Interoperability Test Command (JITC). DBsign is the first security product designed specifically to protect critical enterprise data stored in relational databases. DBsign's data-centric approach makes it possible to have a single, interoperable security solution that is available to all the systems and applications that rely on the integrity of critical enterprise data.

By digitally signing the data as it persists in the database, DBsign provides technical non-repudiation of database transactions. As with a paper signature, a DBsign digital signature allows the authenticity and integrity of these paperless transactions to be verified at a later time. A database transaction can be generated and digitally-signed from a browser-based HTML form, then verified by a client/server application developed in another environment (such as Visual Basic, Java, Oracle Forms, PowerBuilder, and others).



There are three primary components that make up the DB^{sign} Data Security Suite:

DB^{sign} Database Module

DB^{sign} Universal Web Signer (UWS)

DB^{sign} Administration Tools

DB^{sign} Administration Tools make it easy to create and manage every aspect of DB^{sign}. The tools include a Visual Signature Template Designer and Code Generator to speed up the process of defining or modifying the way documents are digitally signed. It also includes the Signature Fault Resolution tool that allows the user to browse the log tables and to “resolve” signature verification failures. For example, if the signed data has been altered, the document’s signature(s) will not verify. This tool identifies the data item that changed and displays the values of the signed item when it was signed and when it was verified. Such a tool is necessary to determine if the data was changed inappropriately or if the change was valid and the document needs to be re-signed

Key features of the DB^{sign} Data Security Suite include:

- Real-Time Signature Validation**
- “Drop-in” Implementation**
- Versionable Signature Templates**
- Configurable Audit and Event Logging**
- Signature Fault Resolution**
- FIPS 140-2 Validated Cryptography**
- Graphical Administration Tools**
- Standards-based Implementation**

Vendor-independent Architecture

Database Independence

Development Environment Independence

Real-Time Signature Validation. In many business processes, transactions depend on the data integrity of other previously entered transactions. For example, processing an invoice depends on the integrity of the existing vendor and purchase order data. Through the use of digital signature technology, the DBsign Data Security Suite enables applications to verify the data integrity of previous transactions, in real-time, before proceeding with the transaction currently being processed. Since DBsign is tightly integrated into the application, this verification happens automatically with no user intervention. This level of database sophistication and data security provided through real-time signature verification is not found in any other commercial data security product.

“Drop-in” Implementation. Using DBsign, digital signature technology can be added to existing applications with “drop-in” ease. DBsign does not require changes to the existing table structure -- the PK digital signature fields can be added as separate tables linked to the data being signed. All signature operations can be performed in one line of code. Implementation of DBsign by software developers requires little or no digital signature or public key knowledge.

Versionable Signature Templates. Organizations change and so must their information systems. Over time, new functionality is added to systems and existing functionality is enhanced. This means that the digital signature system must be able to change with the application. For example, a new field is added to an online document and this new data element needs to be protected by the document’s digital signature. This must be done in such a way that digital signatures on existing documents that did not include this field will still verify. Versionable Signature Templates shield digital signature systems from database changes and allow new types of digital signatures to be added to the system. Versionable Signature Templates are unique to Gradkell’s DBsign and are a direct result of years of experience with large, paperless, database-driven systems.

Configurable Audit and Event Logging. An important feature of any security system is the ability to maintain a historical record of who did what and when. The types of actions and data that can be tracked with the DBsign Audit Logging Module are application defined, allowing the logging system to conform to the logging requirements of the application, not vice-versa.

Signature Fault Resolution. The purpose of protecting RDBMS data with digital signatures is to detect when data have been changed illegally (e.g. to detect attempted fraud). Sometimes, however, the data is validly changed, but is done so by a SQL script executed by a user or DBA. The signature still will not verify, but in order to determine if the change to the data is valid, the original data that was signed must be compared to the current data. With the Signature Fault Resolution screen, the user can easily determine which data elements changed and make a decision to re-sign the data or to report a security violation. This important security feature is an invaluable trouble-shooting tool.

FIPS 140-2 Validated Cryptography. All cryptographic modules used by DBsign are compliant with at least FIPS 140-2 and have undergone a very strict validation in a NIST certificate validation laboratory. DBsign can also use many types of third party cryptographic modules that are FIPS 140-2 compliant. DBsign is currently interoperable with all FIPS 140-2 validated cryptographic smart cards.

Graphical Administration Tools. All aspects of configuring digital signatures in online database documents are controlled through an intuitive administration framework. These tools make it easy to specify the types of documents that will be digitally signed and which data fields to include in the digital signature.

Standards-based Implementation. Public key cryptography has become the defacto standard for E-Commerce and Internet security. This is primarily due to the industry push for a detailed, comprehensive standards process. The Internet Engineering Taskforce (IETF) and the American National Standards Institute (ANSI) have played very important roles in defining the data formats (X.509v3 certificates and X.509v3 CRLs) and protocols (LDAPv2, OCSP, S/MIME) used in public key environments. Many standards for encoding data are derived from the PKCS standards developed by RSA Security, Inc. Interoperability is a primary goal of DBsign and is achieved by strict

adherence to industry-accepted standards. As a result, DBsign has proven to be interoperable with products from multiple PKI and cryptographic module vendors.

Vendor-independent Architecture. DBsign encapsulates the specific requirements for integrating digital signatures into database applications. Vendor independence means that underlying cryptographic hardware and software components can be provided by third party PKI products. For example, in high security or high dollar environments, advanced hardware cryptographic modules (such as smart cards and PC-Cards) may be required for certain transactions. For lower risk transactions, less expensive software cryptographic modules (such as pure software solutions) are more appropriate. Through adherence to open standards, DBsign allows applications to simultaneously use cryptographic modules from many different vendors. This allows organizations to achieve an optimal balance of security and cost.

Database Independence. DBsign uses a portable subset of the SQL language and accesses databases through generic interfaces such as ODBC and JDBC. DBsign works with ODBC-compliant database drivers, such as Oracle RDBMS (versions 7.x and 8i), DB2, Sybase ASE, Microsoft SQL Server, and Microsoft Access.

Development Environment Independent. All development environments (e.g., Visual Basic, Oracle Forms, C++, Java, Delphi, Power Builder, etc.) capable of calling simple shared library (DLL) routines or ActiveX controls can use DBsign. Also, web development environments capable of running Java applets can use DBsign. Multiple web browsers are supported including Internet Explorer, Firefox, Safari, and others. This is an important feature for environments where centralized data is accessed through multiple applications which were developed in different programming languages or hardware and operating system platforms.

12b. PRICING FOR SOFTWARE PRODUCTS / LICENSES

12b.1 S9D Encrypted Programmable Telecommunications Interface License

The following chart shows the monthly prices in regard to each license. Licenses are issued for each unique telephone number that will use the software components that make up the S9D product suite.

Dealer Part #	DESCRIPTION	PRICE
S9D100	Package Bundle includes conference call support, Unlimited incoming minutes (recorded), unlimited incoming messages, 2500 outgoing minutes (recorded), 2500 outgoing MMS or SMS Messages.	\$99.02/month
S9D200	Package Bundle includes conference call support, Unlimited incoming minutes (recorded), 2500 outgoing minutes (recorded).	\$94.54/month
S9D300	Package Bundle includes unlimited incoming minutes, Unlimited incoming SMS, 2500 outgoing minutes. 2500 outgoing SMS	\$94.54/month

12b.2 DBsign® Data Security Suite Enterprise License

DBsign® Data Security Suite - Enterprise License¹

	<u>Maximum Number of Users</u>	<u>Cost per Enterprise License</u>	<u>Notes</u>
Includes DBsign® Database-side Suite, DBsign® Client Integration Module, DBsign® Client Crypto-Adapter	5,000 10,000 20,000 40,000 60,000 80,000 100,000 150,000 200,000	\$50,400.00 \$75,200.00 \$120,000.00 \$208,500.00 \$276,200.00 \$320,000.00 \$360,000.00 \$475,200.00 \$552,000.00	Includes 40 hours (per purchase order) of installation, configuration support and training. Additional hours and maintenance support can be purchased separately. Customer is responsible for travel costs, if requested. Diskette, smart card and PC card tokens also sold separately.

DBsign® Data Security Suite - Per-User License:

DBsign® Database-side Suite¹

	<u>Number of Applications²</u>	<u>Cost per Application²</u>	<u>Notes</u>
(Modules included: Core, Audit Logging, Resolution, Administrator)	1 – 5 6 – 10 11 – 15 16 – 20 21 – 25 26 – 30 31 +	\$25,000.00 \$19,800.00 \$17,800.00 \$16,000.00 \$14,700.00 \$13,700.00 \$12,600.00	Includes 40 hours (per purchase order) of installation, configuration support and training. Additional hours and maintenance support can be purchased separately. Customer is responsible for travel costs, if requested.

**DBsign® Client
Integration
Module**

<u>Number of Users</u>	<u>Cost per User</u>	<u>Notes</u>
1 – 100	\$10.50	Cryptographic module and software adapter sold separately. Diskette, smart card and PC card tokens also sold separately.
101 – 500	\$7.88	
501 – 1000	\$6.55	

**DBsign® Client
Crypto-Adapter**

(for digital
signatures)

<u>Number of Users</u>	<u>Cost per User</u>	<u>Notes</u>
1 – 100	\$7.25	Diskette, smart card and PC card tokens sold separately. This version is for digital signatures only. Encryption is not needed on all user PCs.
101 – 500	\$7.00	
501 – 1000	\$6.75	

DBsign Server-Side Suite for HTML Applications:

Instructions

The DBsign Server-Side Suite for Department of Defense Applications is priced for two types of applications: "centralized" and "distributed". Within each type, there are three sizes: "Large", "Medium" and "Small". This equates to the following six (6) pricing tables with 4 pricing levels each.

- 1) First, determine if the application is deployed in a "centralized" or "distributed" model. For example, a distributed model will have local servers for the application at most installations, whereas a centralized model will service most installations from the same server(s) at a single location.
- 2) If it is a "centralized" application, start with **Table 1: Small Centralized Application**. If it is "distributed", start with **Table 4: Small Distributed Application**.
- 3) In either Table 1 or Table 4, answer each of the four (4) questions next to **CRITERIA**. The applicable pricing row (under the "**PRICING**" section) will be determined by the number of "YES's" generated by answering the 4 Criteria questions.
- 4) Start with "**Size of User Base**" criteria. Find which table accommodates the size of the user base of the application for which DBsign is being purchased. Then, answer the remaining criteria questions to determine price.

CENTRALIZED

Server-Side Pricing Table 1: Small Centralized Application

Small Centralized Application				
Criteria:	No. of Servers:	No. of Sites:	Size of User Base:	No. of Digital Sig. Events:
	1 servers / clusters	1 site	5000 users	250,000 signs/verifies annually
Exceeds?	(Y/N)	(Y/N)	(Y/N)	(Y/N)
Price:	Proposed GSA Price	Vendor Part No.		
Zero (0) "Yes's":	\$24,750.00	DBS-SSM-001-1A		
One (1) "Yes":	\$34,650.00	DBS-SSM-001-1B		
Two (2) "Yes's":	\$44,550.00	DBS-SSM-001-1C		
Three (3) "Yes's":	\$54,500.00	DBS-SSM-001-4D		
Four (4) "Yes's":	<i>Move to "Medium Centralized Application"</i>			

Server-Side Pricing Table 2: Medium Centralized Application

Medium Centralized Application				
Criteria:	No. of Servers:	No. of Sites:	Size of User Base:	No. of Digital Sig. Events:
	1 to 3 servers / clusters	1 to 2 sites	5000 to 30,000 users	250,000 - 3,000,000 signs/verifies annually
Exceeds?	(Y/N)	(Y/N)	(Y/N)	(Y/N)
Price:	Proposed GSA Price	Vendor Part No.		
Zero (0) "Yes's":	\$59,400.00	DBS-SSM-001-2A		
One (1) "Yes":	\$74,350.00	DBS-SSM-001-2B		
Two (2) "Yes's":	\$94,200.00	DBS-SSM-001-2C		
Three (3) "Yes's":	\$123,900.00	DBS-SSM-001-2D		
Four (4) "Yes's":	<i>Move to "Large Centralized Application"</i>			

Server-Side Pricing Table 3: Large Centralized Application

Large Centralized Application				
Criteria:	No. of Servers:	No. of Sites:	Size of User Base:	No. of Digital Sig. Events:
	4 to 8 servers / clusters	3 to 6 sites	More than 30,000 users	More than 3,000,000 signs/verifies annually
Exceeds?	(Y/N)	(Y/N)	(Y/N)	(Y/N)
Price:	Proposed GSA Price	Vendor Part No.		
Zero (0) "Yes's":	\$128,800.00	DBS-SSM-001-3A		
One (1) "Yes":	\$163,400.00	DBS-SSM-001-3B		
Two (2) "Yes's":	\$188,200.00	DBS-SSM-001-3C		
Three or Four (3-4) "Yes's":	\$223,000.00	DBS-SSM-001-3D		

DISTRIBUTED

Server-Side Pricing Table 4: Small Distributed Application

Small Distributed Application				
Criteria:	No. of Servers:	No. of Sites:	Size of User Base:	No. of Digital Sig. Events:
	1 servers / clusters	1 site	5000 users	250,000 signs/verifies annually
Exceeds?	(Y/N)	(Y/N)	(Y/N)	(Y/N)
Price:	Proposed GSA Price	Vendor Part No.		
Zero (0) "Yes's":	\$24,750.00	DBS-SSM-001-1A		
One (1) "Yes":	\$34,650.00	DBS-SSM-001-1B		
Two (2) "Yes's":	\$44,550.00	DBS-SSM-001-1C		
Three (3) "Yes's":	\$54,500.00	DBS-SSM-001-1D		
Four (4) "Yes's":	<i>Move to "Medium Distributed Application"</i>			

Server-Side Pricing Table 5: Medium Distributed Application

Medium Distributed Application				
Criteria:	No. of Servers:	No. of Sites:	Size of User Base:	No. of Digital Sig. Events:
	10 to 25 servers/clusters	10 to 25 sites	5000 to 30,000 users	250,000 - 5,000,000 signs/verifies annually
Exceeds?	(Y/N)	(Y/N)	(Y/N)	(Y/N)
Price:	Proposed GSA Price	Vendor Part No.		
Zero (0) "Yes's":	\$59,400.00	DBS-SSM-001-2A		
One (1) "Yes":	\$74,350.00	DBS-SSM-001-2B		
Two (2) "Yes's":	\$94,200.00	DBS-SSM-001-2C		
Three (3) "Yes's":	\$123,900.00	DBS-SSM-001-2D		
Four (4) "Yes's":	<i>Move to "Large Distributed Application"</i>			

Server-Side Pricing Table 6: Large Distributed Application, Vendor Part No.: DBS-SSM-001-3

Large Distributed Application				
Criteria:	No. of Servers:	No. of Sites:	Size of User Base:	No. of Digital Sig. Events:
	More than 25 servers/clusters	More than 25 sites	More than 30,000 users	More than 1,000,000 signs/verifies annually
Exceeds?	(Y/N)	(Y/N)	(Y/N)	(Y/N)
Price:	Proposed GSA Price	Vendor Part No.		
Zero (0) "Yes's":	\$128,800.00	DBS-SSM-001-3A		
One (1) "Yes":	\$163,400.00	DBS-SSM-001-3B		
Two (2) "Yes's":	\$188,200.00	DBS-SSM-001-3C		
Three or Four (3-4) "Yes's":	\$223,000.00	DBS-SSM-001-3D		

Note 1: One license of DBsign® Server-side Suite is required for per application in which DBsign® is integrated.

Note 2: The DBsign® Data Security Suite software is licensed per application. DBsign® may be used (accessed, but not copied) by any subdivision of the company or government agency that is granted access to the application.

Platforms supported:

- Microsoft Windows XP Professional/Vista/7/8 and higher (32-bit and 64-bit)
- Microsoft Windows Server 2003 and higher (32-bit and 64-bit) (including Microsoft Windows Server 2008)
- Red Hat Enterprise Linux 5 and higher (32-bit and 64-bit)
- Sun Solaris 8 and higher for SPARC platform (32-bit and 64-bit)
- Sun Solaris 10 and higher for INTEL platform (32-bit and 64-bit)
- Apple Mac OS X 10.6 and higher (32-bit and 64-bit)
- Oracle Enterprise Linux 5.1 and higher (32-bit and 64-bit)

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDERS

- a. Procedures for ordering IT professional services priced on GSA schedule at hourly rates.
 - (1) FAR 8.402 specifies that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.
 - (2) The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.
 - (3) When ordering IT professional services ordering offices shall –
 - (i) Prepare a Request for Quotation:
 - (A) A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (B) A request for quotation should be prepared which includes the performance-based statement of work and requests the contractors submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that

it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

- (C) The request for quotation may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
- (D) The request for quotation shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (ii)(A) below, the request for quotations shall notify the contractors that will be the case.

(ii) Transmit the Request for quotation to Contractors:

- (A) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.
- (B) The request for quotation should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for quotation should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for proposals for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(iii) Evaluate proposals and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for quotation, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.

- (4) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under

BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall –

- (i) Inform contractors in the request for quotation (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - (A) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.
 - (B) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3)(ii)(B) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.
- (ii) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.
- (5) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (6) When the ordering office's requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.
- (7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors' proposals that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.
- b. Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- (1) Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- (2) Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency’s needs. In selecting the service representing the best value, the ordering office may consider— (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.
- (3) Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

 - (i) Review additional Schedule Contractors’ catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;
 - (ii) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
 - (iii) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

 - (A) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
 - (B) Offer the lowest price available under the contract; or
 - (C) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- (4) Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- (5) Price reductions.** In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on

to all schedule users a price reduction extended only to an individual agency for a specific order.

- (6) **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- (7) **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

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

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

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

11. INVOICES

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

12. PAYMENTS

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF INFORMATION TECHNOLOGY SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Number 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

LABOR CATEGORY RATES

Labor Category	Hourly Rate for commitment of less than 40 hrs (1 week)	Discount Rate for commitment of 40 hours (1 week) to 480 hrs. (3 months)	Discount Rate for commitment of 480 hrs. (3 months) to 960 hrs. (6 months)	Discount Rate for commitment of 960 hrs. (6 months) or more
Senior Consultant	\$146.04	\$139.63	\$126.78	\$108.40
Consultant	\$123.12	\$116.29	\$104.97	\$89.46

Senior Database Administrator	\$162.34	\$141.35	\$132.92	\$113.20
Senior Integration Analyst	\$126.00	\$120.52	\$109.57	\$101.35
Integration Analyst	\$107.57	\$102.91	\$93.55	\$86.52
Computer Systems Analyst	\$102.97	\$98.49	\$89.53	\$82.82
Senior Computer Engineer	\$126.00	\$120.52	\$109.57	\$101.35
Senior Computer Programmer	\$109.11	\$104.35	\$94.87	\$87.76

LABOR CATEGORY DESCRIPTIONS

Job Title: Senior Consultant

A Master's degree in Information Systems, Computer Science, Accounting, Engineering or other related technical or relevant business area discipline will be considered equivalent to one year of experience.

A Bachelor's degree in Information Systems, Computer Science, Accounting, Engineering or other related technical or relevant business area discipline will be considered equivalent to three years of experience.

General/Specialized Experience: Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst, including at least four (4) years of experience in the business or technical area required by the customer.

Duties: Provides technical or business area leadership. Implements computer systems in a phased approach of requirements analysis/conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Candidate shall be knowledgeable in performing requirements analysis for a wide range of users in the area required by the customer, such as business process reengineering, finance and accounting, or systems/data security. Presents system designs for user approval at formal reviews. Performs configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Knowledgeable in life-cycle support including maintenance, administration, and management. Provides solutions to identified software problem reports.

Job Title: Consultant

A Master's degree in Information Systems, Computer Science, Accounting, Engineering or other related technical or relevant business area discipline will be considered equivalent to one year of experience.

A Bachelor's degree in Information Systems, Computer Science, Accounting, Engineering or other related technical or relevant business area discipline will be considered equivalent to three years of experience.

General/Specialized Experience: Must have six (6) years of progressive working experience as a computer specialist or a computer systems analyst, including at least three (3) years of experience in the business or technical area required by the customer.

Duties: Provides technical or business area leadership. Implements computer systems in a phased approach of requirements analysis/conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Candidate shall be knowledgeable in performing requirements analysis for a wide range of users in the area required by the customer, such as business process reengineering, finance

and accounting, or systems/data security. Presents system designs for user approval at formal reviews. Performs configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Knowledgeable in life-cycle support including maintenance, administration, and management. Provides solutions to identified software problem reports.

Job Title: Senior Integration Analyst

A Master's degree in Information Systems, Computer Science, Engineering or other related technical discipline will be considered equivalent to one year of experience.

A Bachelor's degree in Information Systems, Computer Science, Engineering or other related technical discipline will be considered equivalent to three years of experience.

General/Specialized Experience: Must have nine (9) years of progressive experience as a computer systems analyst to include at least five (5) years of complex business or engineering systems on large-scale, mid-tier or LAN-based systems; data base management systems (DBMS); and use of programming languages such as Ada, COBOL, Oracle tools (such as Designer/2000, Developer/2000, PL/SQL, Web Application Server) and other 4GLs.

Duties: Implements computer systems in a phased approach of requirements analysis, conceptual design, site survey, system design, critical design, installation integration and testing. Performs requirements analysis for a wide range of users in areas of office automation, configuration management, project performance, and finance and accounting. Defines open systems and client/server architectures. Reviews, integrates and implements commercial off-the-shelf (COTS) products. Integrates and implements electronic signature (cryptography) into applications requiring additional data security.

Job Title: Integration Analyst

A Bachelor's degree in Information Systems, Computer Science, Engineering or other related technical discipline will be considered equivalent to three years of experience.

General/Specialized Experience: Must have six (6) years of progressive experience as a computer systems analyst to include at least three (3) years of complex business or engineering systems on large-scale, mid-tier or LAN-based systems; data base management systems (DBMS); and use of programming languages such as Ada, COBOL, Oracle tools (such as Designer/2000, Developer/2000, PL/SQL, Web Application Server) and other 4GLs.

Duties: Implements computer systems in a phased approach of requirements analysis, conceptual design, site survey, system design, critical design, installation integration and testing. Performs requirements analysis for a wide range of users in areas of office automation, configuration management, project performance, and finance and accounting. Reviews, integrates and implements commercial off-the-shelf (COTS) products. Integrates and implements electronic signature (cryptography) into applications requiring additional data security.

Job Title: Senior Computer Systems Analyst

A Master's degree in Information Systems, Computer Science, Engineering or other related technical discipline will be considered equivalent to one year of experience.

A Bachelor's degree in Information Systems, Computer Science, Engineering or other related technical discipline will be considered equivalent to three years of experience.

General/Specialized Experience: Must have nine (9) years of progressive experience as a computer systems analyst working independently or under general direction on complex application problems involving all phases of software development. Experience must include at least five (5) years of complex business or engineering systems on large-scale, mid-tier or LAN-based systems; data base management systems (DBMS); and use of programming languages such as Ada, COBOL, Oracle tools (such as Designer/2000, Developer/2000, PL/SQL, Web Application Server) and other 4GLs.

Duties: Provides technical, administrative and daily direction for personnel performing software development tasks, including reviewing work products for correctness, adherence to concept design, standards, and schedules. Ensures that project personnel understand and follow corporate software development standards, such as Software Engineering Institute's Capability Maturity Module (CMM). Implements computer systems in a phased approach of requirements analysis, conceptual design, critical design, installation integration and testing. Integrates and implements electronic signature (cryptography) into applications requiring additional data security. Presents system designs for user approval at formal reviews. Coordinates with Project Manager to ensure problem solution and user satisfaction.

Job Title: Computer Engineer

A Bachelor's degree in Information Systems, Computer Science, Mathematics, Engineering or other related technical discipline will be considered equivalent to three years of experience.

General/Specialized Experience: Must have six (6) years of experience in at least two of the following disciplines: systems analyst, systems programming, application programming, equipment analysis, system administration, or network administration.

Duties: Designs, develops, maintains, evaluates, or troubleshoots current state-of-the-art computer hardware, software and software development tools; evaluates their ability to support specific requirements and interface with other equipment and systems. Develops software with current software development environments (such as C, C++, Visual C++, Java, MFC, Visual Basic, Delphi, assembly language), and current operating systems (such as UNIX, DOS, Windows 95, Windows NT). Designs and develops solutions for converting computer systems from one computing environment to another by utilizing compilers, simulators, emulators, data conversion software, and translators. Designs, implements, troubleshoots and maintains computing areas involving server hardware, operating systems, communication software and hardware, local and wide area networking equipment (such as LAN, WAN, Ethernet, TCP/IP, ISDN, T1, routers, bridges, Internet, etc.). Reviews systems and network security and privacy issues such as firewalls, cryptographic methods (such as electronic signature, data encryption, government security standards, etc.), algorithms (secret key, public key, DES, DSA, RSA, SHA, MD5, etc) and secure key storage devices (such as smart cards).

Job Title: Senior Computer Programmer

A Master's degree in Information Systems, Computer Science, Mathematics, Engineering or other related technical discipline will be considered equivalent to one year of experience.

A Bachelor's degree in Information Systems, Computer Science, Mathematics, Engineering or other related technical discipline will be considered equivalent to three years of experience.

General/Specialized Experience: Must have nine (9) years of programming experience in software development or maintenance to include at least five (5) years of experience in ADP systems analysis.

Duties: Utilizes third and fourth generation or current state-of-the-art ADP equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, tactical, and strategic problems. Designs detailed programs, flow charts and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Verifies accuracy and

completeness of programs/systems by preparing sample representative data and testing by means of cycle/system processing using specific machine and/or problem oriented languages and technical skills such as operating systems such as UNIX as well as application languages such as COBOL, C, Ada, Java, etc.

APPENDIX A – END USER LICENSE AGREEMENT (S9D-EPTI)

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE S9D-EPTI SOFTWARE. This Software Term License & Agreement (License), effective as of the date specified in the Sales Order (the Effective Date), is entered into between Gradkell Systems, Inc., a State of Alabama corporation, with a principal place of business at 4910 University Square, Suite 5, Huntsville, AL 35816 (Licensor) and the licensee identified in the Sales Order that pertains to this Software (You). The parties agree as follows:

LICENSE. In consideration of payment of the License fee, the software and any images incorporated in or generated by it, and data accompanying it, this software (the "Product") and related documentation are licensed to You by Gradkell Systems, Inc. ("Gradkell") for the term specified in the Sales Order. Gradkell retains all rights to the Product and the accompanying documentation, and all intellectual and industrial property rights therein. This non-exclusive License gives you the right to use and display the number of copies of the Product equal to the number of licenses you purchased.

DERIVATIVE WORK. You agree that any and all Derivative Works shall belong solely to Gradkell no matter who creates such Derivative Works to the extent permitted by Federal Acquisition Regulation (FAR) 52.227-14. A "Derivative Work" means a work that is based on one or more preexisting works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work. Unless otherwise provided in this Agreement, all references to the Licensed Software include any Derivative Works provided by Licensor or authorized to be made by Customer, or by a third party on Customer's behalf, hereunder.

DISTRIBUTION OF LICENSES. You must treat the Product like any other copyrighted material except that you may either (a) make one copy of the Software solely for backup or archival purposes, and (b) install and use the Software for the number of telephone numbers for which you expressly purchased a license. You may copy the written material accompanying the Software.

RESTRICTIONS. The Software contains copyrighted material, trade secrets, and other proprietary material. You shall not re-sell, modify, translate, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or create derivative works therefrom. Except as provided for in this License, you may not copy, modify, network, rent, lease, or otherwise distribute the Software; nor can you make the Software available for copy or download by on-line services or network or telecommunications links of any kind; nor can you create derivative works or any other works that are based upon or derived from the Software in whole or in part.

FURTHER RESTRICTIONS ON USE FOR SOFTWARE WITH PRINT FUNCTIONS. You agree not to remove, alter or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the S9D-EPTI Software, Manuals and/or Guides or any related materials or documentation. If the Software provides you with the ability to print images containing Gradkell's copyrighted characters or the copyrighted characters of third-party software used within S9D-EPTI, you must include all copyright notices that are included with the images generated by the Software. Without limiting the foregoing, you may not use images generated by the Software in connection with any advertising or promotional materials, without the prior, expressed, written approval of Gradkell Systems. Use of images generated by the Software for any purpose not specifically allowed by this License is a violation of Gradkell's copyrights, trademarks and other proprietary rights and will result in the immediate termination of this License.

TERMINATION. This License is effective for the duration specified in the Sales Order. You may terminate this License at any time by notifying Gradkell and returning the Software to Gradkell or destroying the Software and all related documentation and all copies and installations thereof, whether made under the terms of this License or otherwise. In the event of an alleged breach, the License will remain effective and performance will continue in accordance with FAR 52.233-1 during the pendency of the claim.

LIMITED WARRANTY AND DISCLAIMER. During the initial ninety-day term of this Agreement, Gradkell warrants that the S9D-EPTI Software will operate in material conformance to S9D-EPTI's published specifications for the Software. Gradkell does not warrant that the S9D-EPTI Software or any portion thereof is error-free. Your exclusive remedy, and Gradkell's entire liability, shall be correction of any warranted nonconformity as follows: In the event You discover an error in the S9D-EPTI Software which causes the Software not to operate in material conformance to S9D-EPTI's published specifications therefore, You shall submit to Gradkell a written report describing such error in sufficient detail to permit Gradkell to reproduce such error. Upon receipt of any such written report, Gradkell will use its reasonable business judgment to classify a reported error as either: (i) a "Level 1 Severity" error, meaning an error that causes the S9D-EPTI Software to fail to operate in a material manner or to produce materially incorrect results and for which there is no workaround or only a difficult workaround; or (ii) a "Level 2 Severity" error, meaning an error that produces a situation in which the S9D-EPTI Software is usable but does not function in the most convenient or expeditious manner, and the use or value of the RSA Software suffers no material impact. Gradkell will acknowledge receipt of a conforming error report within two (2) business days and will use its reasonable efforts to: (A) provide a correction for any Level 1 Severity error to you as early as practicable, and (B) include a correction for any Level 2 Severity error in the next release of the S9D-EPTI Software.

This limited warranty and any obligations of Gradkell hereunder shall not apply to nonconformities caused by any unauthorized modification made to the S9D-EPTI Software.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN THIS SECTION, THE S9D-EPTI SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. GRADKELL DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

FEDERAL GOVERNMENT CUSTOMERS. For all licenses purchased for use by United States government end-users or any contractor of the United States government, the following Federal Acquisition Regulations apply: (i) for acquisition by or on behalf of civilian agencies, S9D-EPTI and all third-party software compiled with S9D-EPTI is considered "commercial computer software", as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successor regulations; or (ii) for acquisition by or on behalf of units of the Department of Defense, S9D-EPTI and all third-party software compiled with S9D-EPTI is considered "commercial computer software" as defined in 48 C.F.R. 252.227-7014(a)(1) of the Department of Defense Federal Acquisition Regulation Supplement (DFARS) and related documentation in accordance, as specified in 48 C.F.R. 227.7202.1 of DFARS and its successor regulations.

EXPORT COMPLIANCE AND FOREIGN RESHIPMENT LIABILITY. The S9D-EPTI software and technologies which are licensed under this agreement, whether or not incorporated into licensed products, are subject to United States Export Control Laws and Regulations which restrict exports, re-exports and disclosures to foreign persons of cryptographic items and are also subject to certain foreign laws which may restrict the export, re-export, import and/or use of such items. Performance of this agreement is expressly made subject to any export laws, regulations, orders or other restrictions imposed by the United States of America, or by any other country or governmental entity on the S9D-EPTI software or licensed products or of information relating to either of the foregoing. Notwithstanding any other provision of this agreement to the contrary, you shall not import, export, or re-export, directly or indirectly, any S9D-EPTI software or licensed products or information pertaining thereto to any country or foreign person to which such import, export, or re-export is restricted or prohibited, or as to which such country, government or any agency thereof requires an export license or other governmental approval at the time of import, export, or re-export without first obtaining such license or approval.

LIMITATION OF LIABILITY. Under no circumstances shall Gradkell be liable for any special or consequential damages that result from the use of, or the inability to use, the software or related documentation. Some jurisdictions do not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall Gradkell's total liability to you for all damages, losses, and causes of action (whether in contract, tort, negligence, or otherwise) exceed the amount paid by you for the Software. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733; personal injury or death resulting from Gradkell's negligence; or for any other matter for which liability cannot be excluded by law.

GOVERNING LAW AND SEVERABILITY. This License shall be governed by and construed in accordance with the Federal laws of the United States applicable to contracts, copyrights, and import/export. If any provision of this License shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this License and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein, namely the licensing of the software, and shall not be modified except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their duly authorized representatives.

**Gradkell Systems, Inc.
4910 University Square, Ste 5
Huntsville, AL 35816**

By: _____

Printed: _____

Date: _____

Company / Agency Name: _____

Address: _____

By: _____

Printed: _____

Date: _____

APPENDIX A – END USER LICENSE AGREEMENT (DBSIGN)

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE DBSIGN SOFTWARE. By using this software, you (the "Customer") are agreeing to be bound by all terms of this License. If you do not agree to the terms of this License, promptly return the unopened software and its complete packaging for a full refund.

LICENSE. In consideration of payment of the License fee, which is a portion of the price you paid, the software and any images incorporated in or generated by it, and data accompanying it, this software (the "Product") and related documentation are licensed to you by Gradkell Systems, Inc. ("Gradkell") for the _____ application. Gradkell retains all rights to the Product and the accompanying documentation, and all intellectual and industrial property rights therein. This non-exclusive License gives you the right to use and display the number of copies of the Product equal to the number of licenses you purchased.

DERIVATIVE WORK. You agree that any and all Derivative Works shall belong solely to Gradkell no matter who creates such Derivative Works to the extent permitted by Federal Acquisition Regulation (FAR) 52.227-14. A "Derivative Work" means a work that is based on one or more preexisting works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work. Unless otherwise provided in this Agreement, all references to the Licensed Software include any Derivative Works provided by Licensor or authorized to be made by Customer, or by a third party on Customer's behalf, hereunder.

DISTRIBUTION OF LICENSES. You must treat the Product like any other copyrighted material except that you may either (a) make one copy of the Software solely for backup or archival purposes, and (b) install and use the Software for the number of users for whom you expressly purchased a license. For example, if you purchased 10,000 client licenses, you may install the DBsign client software for use by a total of 10,000 users. If your needs grow to 11,000 users, you must purchase an additional 1,000 licenses prior to the installation and use by the additional 1,000 users. You may copy the written material accompanying the Software.

RESTRICTIONS. The Software contains copyrighted material, trade secrets, and other proprietary material. You shall not re-sell, modify, translate, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or create derivative works therefrom. Except as provided for in this License, you may not copy, modify, network, rent, lease, or otherwise distribute the Software; nor can you make the Software available by "bulletin boards," on-line services, remote dial-in, or network or telecommunications links of any kind; nor can you create derivative works or any other works that are based upon or derived from the Software in whole or in part.

FURTHER RESTRICTIONS ON USE FOR SOFTWARE WITH PRINT FUNCTIONS. You agree not to remove, alter or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the DBsign Software, Manuals and/or Guides or any related materials or documentation. If the Software provides you with the ability to print images containing Gradkell's copyrighted characters or the copyrighted characters of third-party software used within DBsign, you must include all copyright notices that are included with the images generated by the Software. Without limiting the foregoing, you may not use images generated by the Software in connection with any advertising or promotional materials, without the prior, expressed, written approval of Gradkell Systems. Use of images generated by the Software for any purpose not specifically allowed by this License is a violation of Gradkell's copyrights, trademarks and other proprietary rights and will result in the immediate termination of this License.

TERMINATION. This License is effective until terminated. You may terminate this License at any time by notifying Gradkell and returning the Software to Gradkell or destroying the Software and all related documentation and all copies and installations thereof, whether made under the terms of this License or otherwise. Government termination for breach or convenience shall be in accordance with FAR 13.302(b). In the event of an alleged breach, the License will remain effective and performance will continue in accordance with FAR 52.233-1 during the pendency of the claim.

LIMITED WARRANTY AND DISCLAIMER. During the initial ninety-day term of this Agreement, Gradkell warrants that the DBsign Software will operate in material conformance to DBsign's published specifications for the Software. Gradkell does not warrant that the DBsign Software or any portion thereof is error-free. Your exclusive remedy, and Gradkell's entire liability, shall be correction of any warranted nonconformity as follows: In the event You discover an error in the DBsign Software which causes the Software not to operate in material conformance to DBsign's published specifications therefore, You shall submit to Gradkell a written report describing such error in sufficient detail to permit Gradkell to reproduce such error. Upon receipt of any such written report, Gradkell will use its reasonable business judgment to classify a reported error as either: (i) a "Level 1 Severity" error, meaning an error that causes the DBsign Software to fail to operate in a material manner or to produce materially incorrect results and for which there is no workaround or only a difficult workaround; or (ii) a "Level 2 Severity" error, meaning an error that produces a situation in which the DBsign Software is usable but does not function in the most convenient or expeditious manner, and the use or value of the RSA Software suffers no material impact. Gradkell will acknowledge receipt of a conforming error report within two (2) business days and will use its reasonable efforts to: (A) provide a correction for any Level 1 Severity error to You as early as practicable, and (B) include a correction for any Level 2 Severity error in the next release of the DBsign Software.

This limited warranty and any obligations of Gradkell hereunder shall not apply to nonconformities caused by any unauthorized modification made to the DBsign Software.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN THIS SECTION, THE DBSIGN SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. GRADKELL DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

FEDERAL GOVERNMENT CUSTOMERS. For all licenses purchased for use by United States government end-users or any contractor of the United States government, the following Federal Acquisition Regulations apply: (i) for acquisition by or on behalf of civilian agencies, DBsign and all third-party software compiled with DBsign is considered "commercial computer software", as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successor regulations; or (ii) for acquisition by or on behalf of units of the Department of Defense, DBsign and all third-party software compiled with DBsign is considered "commercial computer software" as defined in 48 C.F.R. 252.227-7014(a)(1) of the Department of Defense Federal Acquisition Regulation Supplement (DFARS) and related documentation in accordance, as specified in 48 C.F.R. 227.7202.1 of DFARS and its successor regulations.

EXPORT COMPLIANCE AND FOREIGN RESHIPMENT LIABILITY. The DBsign software and technologies which are licensed under this agreement, whether or not incorporated into licensed products, are subject to United States Export Control Laws and Regulations which restrict exports, re-exports and disclosures to foreign persons of cryptographic items and are also subject to certain foreign laws which may restrict the export, re-export, import and/or use of such items. Performance of this agreement is expressly made subject to any other laws, regulations, orders or other restrictions imposed by the United States of America, or by any other country or governmental entity on the DBsign software or licensed products or of information relating to either of the foregoing. Notwithstanding any other provision of this agreement to the contrary, you shall not import, export, or re-export, directly or indirectly, any DBsign software or licensed products or information pertaining thereto to any country or foreign person to which such import, export, or re-export is restricted or prohibited, or as to which such country, government or any agency thereof requires an export

license or other governmental approval at the time of import, export, or re-export without first obtaining such license or approval. You unconditionally accept full responsibility for your compliance with these requirements.

LIMITATION OF LIABILITY. Under no circumstances shall Gradkell be liable for any special or consequential damages that result from the use of, or the inability to use, the software or related documentation. Some jurisdictions do not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall Gradkell's total liability to you for all damages, losses, and causes of action (whether in contract, tort, negligence, or otherwise) exceed the amount paid by you for the Software. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

GOVERNING LAW AND SEVERABILITY. This License shall be governed by and construed in accordance with the Federal laws of the United States applicable to contracts, copyrights, and import/export. If any provision of this License shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this License and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein, namely the licensing of the software, and shall not be modified except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their duly authorized representatives.

**Gradkell Systems, Inc.
4910 University Square, Ste 5
Huntsville, AL 35816**

By: _____

Printed: _____

Date: _____

Company / Agency Name: _____

Address: _____

By: _____

Printed: _____

Date: _____