

**MULTIPLE AWARD SCHEDULE CONTRACT FOR
EDGE TECHNOLOGIES, INC.**

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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES (FSC CLASS 7030)

SIN 132-34 – MAINTENANCE OF SOFTWARE

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

<u>FPDS Code</u>	<u>Description</u>
D301	IT Facility Operation and Maintenance
D302	IT Systems Development Services
D306	IT Systems Analysis Services
D307	Automated Information Systems Design & Integration Services
D308	Programming Services
D310	IT Backup and Security Services
D311	IT Data Conversion Services
D316	IT Network Management Services
D317	Automated News Services, Data Services, or Other Information Services
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 that 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.

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Contract Number: **GS-35F0117P**

Period Covered by Contract: **November 25, 2003 through November 24, 2008**

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/>

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**INFORMATION FOR ORDERING OFFICES
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!TM online shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM 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:

The 50 states, District of Columbia, and the Commonwealth of Puerto Rico.

2. Edge Technologies, Inc.'s Ordering Address and Payment Information:

**Suite 150
3701 Pender Drive
Fairfax, Virginia, 22030**

Edge Technologies, Inc. is required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase 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 agencies to obtain technical and/or ordering assistance:

Tel: (703) 691-7900

3. Liability For Injury Or Damage

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

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: **87-978-9980**

Block 30: Type of Contractor – **A. Small Disadvantaged Business**

Block 31: Woman-Owned Small Business – **No**

Block 36: Edge Technologies, Inc.'s Taxpayer Identification Number (TIN): **54-1734142**

4a. CAGE Code: **02ZL8**

4b. Edge Technologies, Inc. has registered with the Central Contractor Registration Database.

5. FOB Destination

6. Delivery Schedule

a. **Time Of Delivery:** Edge Technologies, Inc. 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)

132-33: 30 Days

132-34: 30 Days

132-51: 30 Days

b. **Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact Edge Technologies, Inc. for the purpose of obtaining accelerated delivery. Edge Technologies, Inc. shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by Edge Technologies, Inc. in writing.) If Edge Technologies, Inc. offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **Discounts:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: net 0.5% - 10 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity-negotiable
 - c. Dollar Volume-negotiable
 - d. Government Educational Institutions-none
 - e. Discount for use of Government Credit Card-none

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:** N/A

10. **Small Requirements:** The minimum dollar value of orders to be issued is **\$100.**

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 N/A:

Special Item Number 132-34 – Maintenance of Software

12. **Use of Federal Supply Service Information Technology Schedule Contracts.**

In accordance with FAR 8.404, 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.

a. **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.

b. **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 supply or 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 supply or service representing the best value, the ordering office may consider:

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. **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 review additional Schedule Contractors’ catalogs/pricelists or use the “GSA Advantage!” on-line shopping service. 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 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, Edge Technologies may:

- (1) 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);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. **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.

e. **Price reductions.** In addition to the circumstances outlined in paragraph c, 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 supply or 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.

f. **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.

g. **Documentation.** Orders should be documented, at a minimum, by identifying Edge Technologies 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.

13. Federal Information Technology/Telecommunication Standards

Requirements: Federal departments and agencies 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 offices, shall be responded to promptly by Edge Technologies, Inc..

a. **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.

b. **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. Security Requirements. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. Contract Administration For Ordering Offices: Any ordering office, 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 Government's convenience, and (m) Termination for Cause (See C.1.)

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

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

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

17. Purchase Of Incidental, Non-Schedule Items: For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

18. Edge Technologies, Inc. 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 Edge Technologies, Inc..

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:

N/A

Upon request of Edge Technologies, Inc., the Government may provide Edge Technologies, Inc. with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to Edge Technologies, Inc.'s technical personnel whose

services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPA): Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, 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 requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis -Bacon Act. The proper Davis -Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8.

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

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

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

1. SCOPE

- a. Edge Technologies, Inc. shall provide the Tarantella product line normally available to commercial customers, which will permit the Government use of general purpose commercial IT products.
- b. Edge Technologies, Inc., upon receipt of a written request from the Government, will provide Government On-Site installation at a mutually agreed time. The Government agrees to pay Edge Technologies, Inc. all reasonable costs associated with the provision of on-site support including charges for (i) Edge Technologies, Inc. personnel, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes. Personnel costs shall be in accordance with Edge Technologies, Inc. rates found in Special Item Interest 132-54.

2. ORDER

Written orders, credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of IT products in accordance with the terms of this contract.

3. INVOICE/PAYMENT

- a. **Invoice.** Edge Technologies, Inc. shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. The invoice will include-
 - (1) Name and address of Edge Technologies, Inc.;
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to be notified in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN).

b. **Payment.** Invoices for maintenance service shall be submitted on a quarterly 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.** A surcharge will apply if maintenance support is purchased after licenses. Maintenance agreements are for a term of one year and automatically renew on an annual basis thereafter, unless agreed otherwise in advance. 30 days written notice prior to the renewal date is required to terminate the agreement. A terminated maintenance agreement that is reinstated later may be subject to a Late Renewal Surcharge, and/or will be back-dated to the termination of the previous agreement if the elapsed period is less than six months. Where the elapsed period is greater than six months, the Government will be required to purchase any updates and upgrades that have been introduced during that time.

4. INSPECTION/ACCEPTANCE

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

5. GUARANTEE/WARRANTY

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

Edge Technologies, Inc. does not warrant that the function contained in licensed product will meet the Government's or any end user's requirements or that its operation will be uninterrupted or error free. Edge Technologies, Inc. warrants that the licensed product substantially conforms and will perform to the specifications and functional descriptions contained in the documentation; and that the reproduction of the software on the media

material provided by Edge Technologies, Inc. is correct; and that the documentation is correctly printed to Edge Technologies, Inc.'s standard at the time of execution at the time of purchase. Provided the Government notifies Edge Technologies, Inc. of any non-conformance within ninety (90) days of Government's receipt of licensed product, Edge Technologies, Inc. shall at its sole discretion either 1) repair nonconforming licensed product, 2) replace the non-conforming licensed product, or 3) accept return of same and refund or credit any fees paid by the Government for such returned licensed product.

Edge Technologies, Inc. provides warranties for the licensed product as stated in any license agreement, which accompanies each licensed product.

b. Edge Technologies, Inc. warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, EDGE and ITS SUPPLIERS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.

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

6. TECHNICAL SERVICES

Edge Technologies, Inc. through Tarantella Technical Support, without additional charge to the Government, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. Normal hours of service are office hours Monday to Friday, 08:00 to 17:00 local time in the UK and 06:00 to 17:00 local time in California, USA (local public holidays excepted unless stated otherwise).

After Hours Emergency Response for Severity 1 Problems

This service offers customers the peace of mind that their most critical issues can be reported and will be worked continuously by Tarantella Technical Support engineers until resolution, or as long as useful progress can be made. A customer contact is expected to be available during such work.

An efficient technical support service requires that both parties co-operate in the investigation of problems and the testing of resolutions. Without this co-operation, the time-scales contained in this document and the Support Service Agreement may not be met. To this end, the customer is required to accept the following obligations:

- All communication with Tarantella regarding problems will be made by suitably knowledgeable staff, who will be able to respond promptly to requests for additional information or to perform tests that are requested by Tarantella.

- Tarantella recommends that Customer Named Contacts undergo a Tarantella Administration training course, available from authorized Tarantella Learning Centers (TLCs).
- Wherever commercially and technically feasible, the Government will be prepared to install the latest release of Tarantella software.
- The Government must ensure that all Maintenance License Keys are installed and that their registered software and license profiles are up to date at the Customer Central website.
- The Government's technical contacts will have ready access to the computer systems on which a problem manifests itself, and the ability to perform diagnostic tests and apply suggested resolutions. The Government's technical staff will attempt to resolve apparent problems reported by their internal users and to determine whether there exists a problem with the Tarantella software or documentation.
- Problem reports will contain as much information as possible, and will be in a form as requested by Tarantella, and agreed by both parties. At a minimum, problem reports will contain the following:

Problem Reporting Information

- Name, version and release of the Tarantella product in question.
- The configuration on which the problem-report is based, including a description of the hardware and operating system model and version numbers. It is likely that this information would have been provided to Tarantella at the inception of the Support Service Agreement.
- If reporting a problem, please note the events related to the inquiry report, such as:
 - Changes in system environment or configuration, e.g. adding or deleting users or hardware, changing or tuning system parameters, or adding and deleting applications.
 - Error messages with exact syntax.
 - Operator or programmer actions just prior to an error.
 - Scenario which consistently reproduces an undesirable result.

7. SOFTWARE MAINTENANCE

Edge Technologies, Inc. may, at its discretion, notify the Government of Updates that Edge Technologies, Inc. may periodically make generally available for the Product, but only if the Government completed and returned the Registration Card or Registered electronically. At your request, Edge Technologies, Inc., directly or, at Edge Technologies, Inc.'s discretion, will provide you with such Updates, subject to the additional charges that Edge Technologies, Inc. may establish. Such an Update may be used as described under the GRANT Provision of the License. This Provision will not be interpreted to require Edge Technologies, Inc. to (i) develop and release Updates or (ii) customize the Updates to satisfy the Government's particular requirements. The Updates will not include any new products that Edge Technologies, Inc. decides to make generally available as a separately priced upgrade or option.

8. PERIODS OF MAINTENANCE

- a. Edge Technologies, Inc. shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to Edge Technologies, Inc..
- c. **Annual Funding.** When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. **Cross-Year Funding Within Contract Period.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify Edge Technologies, Inc. in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

9. UTILIZATION LIMITATIONS

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with Edge Technologies, Inc., unless otherwise specified.

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

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

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

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

10. SOFTWARE CONVERSIONS

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. The purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

The Government shall insert the discounted pricing for right-to-copy licenses.

13. DESCRIPTION OF IT PRODUCTS, MAINTENANCE AND PRICING

Enterprise 3 Activation Licenses				
	For Named User Licenses . Minimum quantity is 1000 Named Users within 12 months, with 20% within the first quarter.			
	Pricing for TTLA E3 Ver. 3.2 / 2.01.03			
SIN #	ITEM Description	MANUF SKU	Without IFF	With IFF
132-33	Enterprise 3 v3.20 CD Media Pack (All platforms- 1 ea required per site)	CAB330G-CD001-3.20	6.93	7.00
132-33	Secure Activation License 50-Named User	LAN320G-00050-3D	9,586.50	9,682.37
132-33	Secure Activation License 50-User Concurrent	LAB320G-00050-3C	15,361.50	15,515.12
132-33	Standard Activation License 50-User	LAA320G-00050-3C	11,511.50	11,626.62
132-33	Named Secure 10-Named User License	LAN330G-00010-3D	1,917.30	1,936.47
132-33	Named Secure 100-Named User License	LAN330G-00100-3D	19,173.00	19,364.73
132-33	Named Secure 1000-Named User License	LAN330G-01000-3D	191,730.00	193,647.30
132-33	Concurrent Secure 10-User License	LAB330G-00010-3C	3,072.30	3,103.02
132-33	Concurrent Secure 100-User License	LAB330G-00100-3C	30,723.00	31,030.23
132-33	Concurrent Secure 1000-User License	LAB330G-01000-3C	307,230.00	310,302.30
132-33	Standard 10-User License	LAA330G-00010-3C	2,302.30	2,325.32
132-33	Standard 100-User License	LAA330G-00100-3C	23,023.00	23,253.23
132-33	Standard 1000-User License	LAA330G-01000-3C	230,230.00	232,532.30
132-33	Mainframe Named 10-Named User License	LAN333G-00010-3D	331.10	334.41
132-33	Mainframe Named 100-Named User License	LAN333G-00100-3D	3,311.00	3,344.11
132-33	Mainframe Named 1000-Named User License	LAN333G-01000-3D	33,110.00	33,441.10
132-33	Concurrent Mainframe 10-User License	LAA333G-00010-3A	531.30	536.61
132-33	Concurrent Mainframe 100-User License	LAA333G-00100-3A	5,313.00	5,366.13
132-33	Concurrent Mainframe 1000-User License	LAA333G-01000-3A	53,130.00	53,661.30
132-33	AS/400 10-Named User License	LAN335G-00010-3D	331.10	334.41
132-33	AS/400 100-Named User License	LAN335G-00100-3D	3,311.00	3,344.11
132-33	AS/400 1000-Named User License	LAN335G-10000-3D	33,110.00	33,441.10
132-33	AS/400 Concurrent User 10-User License	LAA335G-00010-3A	531.30	536.61
132-33	AS/400 Concurrent User 100-User License	LAA335G-00100-3A	5,313.00	5,366.13
132-33	AS/400 Concurrent User 1000-User License	LAA335G-10000-3A	53,130.00	53,661.30
132-33	Security Licenses -- Concurrent UPGRADE ADD ON (after install of NON SSL) 10-User License	LAA331G-00010-3C	770.00	777.70
132-33	Security Licenses -- Concurrent UPGRADE ADD ON (after install of NON SSL) 100-User License	LAA331G-00100-3C	7,700.00	7,777.00
132-33	Security Licenses -- Concurrent UPGRADE ADD ON (after install of NON SSL) 1000-User License	LAA331G-01000-3C	77,000.00	77,770.00
132-33	Sun ONE Portal Pack (one per Array)	LAA32PG-00001-3D	3,850.00	3,888.50
132-33	Emergency DoD/US Govt. Standard Windows & UNIX (without Security) UNLOCK UNLTD Users	LAA330G-U0000-3	NA	
132-33	Emergency DoD/US Govt. Secure Windows & UNIX (with Security) UNLOCK UNLTD Users	LAB330G-U0000-3	NA	
	Support and Maint based a flat Percentage of List - 20% for Gold & 22% Platinum	Product Listing by MANUF SKU	Without IFF	With IFF
132-34	Gold S&M Secure Activation License 50-Named User	SDN320G-00050-3D	1,917.30	1,936.47
132-34	Gold S&M Secure Activation License 50-User Concurrent	SDB320G-00050-3C	3,072.30	3,103.02
132-34	Gold S&M Gold Secure Direct Support Minimum 100u Min. Standard 800u Platinum	SDB320G-00100-3C	6,144.60	6,206.05
132-34	Gold S&M Standard Activation License 50-User	SDA320G-00050-3C	2,532.53	2,557.86
132-34	Gold S&M Standard Direct Support Minimum 100u Min.	SDA320G-00100-3C	5,065.06	5,115.71

	Standard 800u Platinum			
132-34	Platinum S&M Secure Activation License 50-Named User	SPN320G-00050-3D	2,109.03	2,130.12
132-34	Platinum S&M Secure Activation License 50-User	SPB320G-00050-3C	3,379.53	3,413.33
132-34	Platinum S&M Secure Direct Support Minimum 100u Min. Standard 800u Platinum	SPB320G-00800-3C	6,759.06	6,826.65
132-34	Platinum S&M Standard Activation License 50-User	SPA320G-00050-3C	2,532.53	2,557.86
132-34	Platinum S&M Standard Direct Support Minimum 100u Min. Standard 800u Platinum	SPA320G-00800-3C	5,065.06	5,115.71
132-34	Gold S&M Secure 10-Named User License	SDN330G-00010-3D	383.46	387.29
132-34	Gold S&M Secure 100-Named User License	SDN330G-00100-3D	3,834.60	3,872.95
132-34	Gold S&M Secure 1000-Named User License	SDN330G-01000-3D	38,346.00	38,729.46
132-34	Platinum S&M Secure 10-Named User License	SPN330G-00010-3D	421.81	426.02
132-34	Platinum S&M Secure 100-Named User License	SPN330G-00100-3D	4,218.06	4,260.24
132-34	Platinum S&M Secure 1000-Named User License	SPN330G-01000-3D	42,180.60	42,602.41
132-34	Gold S&M Concurrent Secure 10-User License	SDB330G-00010-3C	614.46	620.60
132-34	Gold S&M Concurrent Secure 100-User License	SDB330G-00100-3C	6,144.60	6,206.05
132-34	Gold S&M Concurrent Secure 1000-User License	SDB330G-01000-3C	61,446.00	62,060.46
132-34	Platinum S&M Concurrent Secure 10-User License	SPB330G-00010-3C	675.91	682.67
132-34	Platinum S&M Concurrent Secure 100-User License	SPB330G-00100-3C	6,759.06	6,826.65
132-34	Platinum S&M Concurrent Secure 1000-User License	SPB330G-01000-3C	67,590.60	68,266.51
132-34	Gold S&M Standard Concurrent 10-User License	SDA330G-00010-3C	460.46	465.06
132-34	Gold S&M Standard Concurrent 100-User License	SDA330G-00100-3C	4,604.60	4,650.65
132-34	Gold S&M Standard Concurrent 1000-User License	SDA330G-01000-3C	46,046.00	46,506.46
132-34	Platinum S&M Standard Concurrent 10-User License	SPA330G-00010-3C	506.51	511.57
132-34	Platinum S&M Standard Concurrent 100-User License	SPA330G-00100-3C	5,065.06	5,115.71
132-34	Platinum S&M Standard Concurrent 1000-User License	SPA330G-01000-3C	50,650.60	51,157.11
132-34	Gold S&M MAINFRAME 10-Named User License	SDA333G-00010-3D	66.22	66.88
132-34	Gold S&M MAINFRAME 100-Named User License	SDA333G-00100-3D	662.20	668.82
132-34	Gold S&M MAINFRAME 1000-Named User License	SDA333G-01000-3D	6,622.00	6,688.22
132-34	Platinum S&M MAINFRAME 10-Named User License	SPA333G-00010-3D	72.84	73.57
132-34	Platinum S&M MAINFRAME 100-Named User License	SPA333G-00100-3D	728.42	735.70
132-34	Platinum S&M MAINFRAME 1000-Named User License	SPA333G-01000-3D	7,284.20	7,357.04
132-34	Gold S&M MAINFRAME Concurrent 10-User License	SDA333G-00010-3A	106.26	107.32
132-34	Gold S&M MAINFRAME Concurrent 100-User License	SDA333G-00100-3A	1,062.60	1,073.23
132-34	Gold S&M MAINFRAME Concurrent 1000-User License	SDA333G-01000-3A	10,626.00	10,732.26
132-34	Platinum S&M MAINFRAME Concurrent 10-User License	SPA333G-00010-3A	116.89	118.05
132-34	Platinum S&M MAINFRAME Concurrent 100-User License	SPA333G-00100-3A	1,168.86	1,180.55
132-34	Platinum S&M MAINFRAME Concurrent 1000-User License	SPA333G-01000-3A	11,688.60	11,805.49
132-34	Gold S&M AS/400 10-Named User License	SDA335G-00010-3D	66.22	66.88
132-34	Gold S&M AS/400 100-Named User License	SDA335G-00100-3D	662.20	668.82
132-34	Gold S&M AS/400 1000-Named User License	SDA335G-10000-3D	6,622.00	6,688.22
132-34	Platinum S&M AS/400 10-Named User License	SPA335G-00010-3D	72.84	73.57
132-34	Platinum S&M AS/400 100-Named User License	SPA335G-00100-3D	728.42	735.70
132-34	Platinum S&M AS/400 1000-Named User License	SPA335G-10000-3D	7,284.20	7,357.04
132-34	Gold S&M AS/400 Concurrent 10-User License	SDA335G-00010-3A	106.26	107.32
132-34	Gold S&M AS/400 Concurrent 100-User License	SDA335G-00100-3A	1,062.60	1,073.23
132-34	Gold S&M AS/400 Concurrent 1000-User License	SDA335G-10000-3A	10,626.00	10,732.26
132-34	Platinum S&M AS/400 Concurrent 10-User License	SPA335G-00010-3A	116.89	118.05
132-34	Platinum S&M AS/400 Concurrent 100-User License	SPA335G-00100-3A	1,168.86	1,180.55
132-34	Platinum S&M AS/400 Concurrent 1000-User License	SPA335G-10000-3A	11,688.60	11,805.49
132-34	Gold S&M NON SSL to SSL Upgrade Concurrent 10-User License	SDA331G-00010-3C	154.00	155.54
132-34	Gold S&M NON SSL to SSL Upgrade Concurrent 100-User License	SDA331G-00100-3C	1,540.00	1,555.40
132-34	Gold S&M NON SSL to SSL Upgrade Concurrent 1000-User License	SDA331G-01000-3C	15,400.00	15,554.00

	User License			
132-34	Platinum S&M NON SSL to SSL Upgrade Concurrent 10-User License	SPA331G-00010-3C	169.40	171.09
132-34	Platinum S&M NON SSL to SSL Upgrade Concurrent 100-User License	SPA331G-00100-3C	1,694.00	1,710.94
132-34	Platinum S&M NON SSL to SSL Upgrade Concurrent 1000-User License	SPA331G-01000-3C	16,940.00	17,109.40
132-34	Gold S&M Sun ONE Portal Pack (one per Array)	SDA32PG-00001-3D	770.00	777.70
132-34	Platinum S&M Sun ONE Portal Pack (one per Array)	SPA32PG-00001-3D	847.00	855.47
132-51	Edge Cleared Support and Maintenance based on uplift of 18% to above S&M prices	EDGE 0033489		
132-51	Edge Cleared Consulting & Sizing (based on listed GSA Hourly Rates)	EDGE 0033490		
	SAND BOX - Demo Pack – Authorized Not for Re-sale or Full Production Use			
132-32	Secure Activation License 10-User	DAA320X-00010-3C	99.00	99.99
132-32	Mainframe 1-User	DAA333X-00001-3A	29.00	29.29
132-32	AS/400 1-User	DAA335X-00001-3A	29.00	29.29

SUPPORT and MAINTENANCE DEFINED

1.0 Core Service Levels and Additional Options

Features • Included Core Service	GOLD	Platinum
Online Services		
Tarantella Maintenance – all updates	•	•
Web Services – anytime information	•	•
Customer Central – profile management	•	•
Service Coverage		
Unlimited Incidents	•	•
Phone, Web, Email, Fax	•	•
Number of Regions – Support Offices	1	2
Office Hours	•	•
After Hours Emergency – Severity 1	•	•
Customer Named Contacts – per region	2	3
Additional Contacts – per region	Option 2 extra	Option 2 extra
Service Level Response (maximum times)		
Acknowledgement Time (hours)	2	1
Support Response – Severity 1 (hours)	4	2
Support Response – Severity 2 (hours)	8	4
Support Response – Severity 3 (hours)	16	8
Support Response – Severity 4 (hours)	32	16

Account Management		
Assigned Service Account Manager	•	•
Quarterly Account Reviews	•	•
Incident Management		
Customer Defined Incident Severity	•	•
Severity 1 Incident Resolution	24x7	24x7
Assigned Support Engineer	•	•
Remote Diagnosis	•	•
Service Enhancements		
Incident Activity Review	•	•
Installation Assistance	•	•
System Review	•	•
On-Site Assistance	Option	Option

2.0 Support Service Overview

Edge Technologies, Inc. through Tarantella Support Services provide two products with increasing service levels that are designed to protect the Government's software investment, making it easier to stay up to date, and plan for ongoing costs as part of an efficient, low maintenance strategy.

Service Level	Service Level Summary
Gold	Enhanced response, account-managed, after hours emergency response, single-region.
Platinum	Fully comprehensive, account-managed, two regions.

Premium Support pricing is calculated as 20% of the License List Price, due annually. Direct and Platinum Support service levels are available for an additional annual fixed fee. A minimum subscription value is required per customer.

2.1 Support Service Provider Options

Support Services are available directly from Tarantella ("Direct Support"), in English language only. Software updates and license upgrades are provided online via the Tarantella Customer Central website to registered users or their nominated agents.

2.2 Eligible Software Products

Support can be purchased for the current versions of the following Tarantella products:

- Tarantella® Enterprise 3™, Version 3.30

- Tarantella Enterprise 3, Version 3.20, until further notice

2.3 Additional Notes, Terms and Conditions

- Tarantella supports the current and one prior version of its software products, based on the latest second digit software release, e.g. 1.2 3. Any third digit maintenance release is not counted. For details about supported products, versions and platforms, refer to: <http://www.tarantella.com/support/info/supportedproducts.html>
- Maintenance ensures the product features purchased by the Government always remain current over time. This includes all fixes, service packs and updates for the products that the Government has taken out maintenance on, as long as maintenance payments are being made. From time to time Tarantella will introduce new optional functionality, provided either within the core software or as a separately installed software pack. These will add specific new feature sets and additional capabilities beyond those licensed in a previous or current base release. These additional capabilities will be separately licensed. The Government, if it wishes to obtain these additional capabilities, will need to purchase the appropriate licenses along with the corresponding support cover.
- For the fastest possible access, product updates can be obtained from Tarantella's web-based *Customer Central* facility. Subscribers or their nominated agents must register at the Customer Central website and use a software administration tool contained in the Tarantella Enterprise 3 Version 3.3 product to declare their Software and Maintenance licenses. The Government is obliged to keep its records up to date: licenses are upgraded to the next available software release according to the registered system profile.

3.1 Information Services

Tarantella provides the following web-based services, available 24x7x365:

- **Tarantella Knowledge Library:** web access to a searchable database of technical articles used by Tarantella Support teams and customers to resolve issues.
- **Tarantella Know How:** web access to searchable Self-help Guides, Installation and Release Notes, on-line documentation, White Papers, and Reference Guides.
- **Tarantella Newsgroups:** available to all customers to discuss technical issues and exchange tips with the global community of customers, evaluators, implementers, Tarantella software developers and Support engineers. It is monitored daily by Tarantella Support engineers.
- **Customer Central:** available to all Tarantella users and/or their nominated agents for product registration, support and maintenance subscription management, software update procurement, and to upgrade licenses (whether or not a Support and maintenance subscriber).

3.2 Service Level Response

3.2.1 Incident Acknowledgement

This is the maximum time for Tarantella Technical Support to acknowledge receipt of an Incident. The times vary according to the Support service level that applies. Tarantella will choose the optimum medium for Incident Acknowledgement (telephone, email or fax).

3.2.2 Support Response Times

This is the maximum time for Tarantella to respond to the customer with either a fix, a workaround or an action plan to resolve a reported problem. Support Response Times are defined for different problem Severity Levels, and vary according to Support service level that applies.

3.2.3 Severity Assignment Code Definitions

Severity 1 Problem means any problem that is due to non-conformance of the Software with the Documentation or Specifications and that causes a major loss of product functionality, including a regular halt of the Software, damages data, or is a business emergency in which, as agreed by Tarantella and the customer, the inability to utilize software will cause significant financial or other loss.

Severity 2 Problem means any problem that is due to non-conformance of the Software with the Documentation or Specifications and which causes a significant loss of functionality in product that must be fixed but does not prevent major product features from being used, and/or does not require immediate attention. This includes an isolated, consistently reproducible problem resulting in the halt of the Software.

Severity 3 Problem means any problem which is due to non-conformance of the Software with the Documentation or Specifications and which affects the service or operation of non-critical aspects of the Software. The problem does not have a major impact on operation, or is one for which an adequate work around exists. Problems shall include any defects or inaccuracies in the Documentation.

Severity 4 Problem means any condition in the Software that is of minor significance, where the defect will not be visible to the majority of users. Such problems shall include those that neither Tarantella nor the customer can reproduce, or where the impact of the defect causes minimal disruption when compared to the disruption caused by applying a work around.

**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. Edge Technologies, Inc. shall provide services at Edge Technologies, Inc.'s facility and/or at the Government location, as agreed to by Edge Technologies, Inc. and the ordering office.

2. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between Edge Technologies, Inc. and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate Edge Technologies, Inc.. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates 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 services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).GSA has determined that the prices for services contained in Edge Technologies, Inc.'s price list applicable to this Schedule 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.

- (a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at 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;

(ii) The request should include the statement of work and request contractor to 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 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-materials orders.

(iii) The request may ask contractor, if necessary or appropriate, to submit a project plan for performing the task, and information on contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether contractor is technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify contractor that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing 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 micropurchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize contractor's costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select Contractor to Receive the Order: After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) 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—

(1) Inform contractors in the request (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 Edge Technologies, Inc. to be awarded the BPAs.

(i) 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 should be awarded the BPA. (See FAR 8.404)

(ii) **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 procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) **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. (See FAR 8.404)

(c) 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.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or 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 best value. (See FAR 8.404) The ordering office, at a minimum, should document orders by identifying the Contractor from which the services were purchased, 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' quotes 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. Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404.

4. ORDER

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

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

5. PERFORMANCE OF SERVICES

a. Edge Technologies, Inc. shall commence performance of services on the date agreed to by Edge Technologies, Inc. and the ordering office.

b. Edge Technologies, Inc. agrees to render services only during normal working hours, unless otherwise agreed to by Edge Technologies, Inc. and the ordering office.

c. The Agency 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 Edge Technologies, Inc. travel required in the performance of IT/EC 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 Edge Technologies, Inc. travel. Edge Technologies, Inc. cannot use GSA city pair contracts.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) 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) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF EDGE TECHNOLOGIES, INC.

Edge Technologies, Inc. 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 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office shall permit Edge Technologies, Inc. access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by Edge Technologies, Inc. under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

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 Edge Technologies, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving Edge Technologies, any entity into or with which Edge Technologies subsequently merges or affiliates, or any other successor or assignee of Edge Technologies.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by Edge Technologies and its affiliates, may either (i) result in an unfair competitive advantage to Edge Technologies or its affiliates or (ii) impair Edge Technologies’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 Government, ordering offices may place restrictions on Edge Technologies, Inc., 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

Edge Technologies, Inc., upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering office 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 Government shall pay Edge Technologies, Inc., 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

JOB DESCRIPTIONS:

Account Manager

Plans and directs contract value delivery for an Edge customer. Plans and oversees the delivery of contracted services according to contract terms, as well as the customer's satisfaction with those services. Establishes and sustains business relationships between Edge and the customer's management team. Leads the account team in identifying and delivering value to the customer. Manages and coordinates resources, satisfying contract terms and securing customer satisfaction. responsible for revenue, growth, productivity and profit of the contract. Accountable for the contribution of the contract to Edge's financial and business performance. Expands the range of services Edge offers the customer, increasing the depth and breadth of Edge service offerings employed in the customer's functional operation. Advises the customer on contract's technology strategy including architecture, integration, selection and operation with the goal of improving the success of the customer's business operation. Represents Edge with authority to deliver on Edge commitments.

Account Operations Manager

Responsible for assisting the account manager by planning, directing, and coordinating the total operations of the account. Monitors daily operations to ensure contract requirements are met. Keeps abreast of major situations affecting service to the customer and ensures all aspects of customer satisfaction. Responsible for short-term and long-term planning as well as P&L and operating budget preparation. Usually performs these responsibilities at an Edge account that has multiple locations.

Administrative Assistant

Under minimal direction, responsible for providing analytical and specialized administrative support functions. Interacts with outside departments to resolve problems of a confidential nature such as compensation, benefits, and financial reporting. Coordinates special projects by analyzing project, determining approach, compiling/analyzing data and preparing report/recommendation using PC skills, knowledge of administrative systems, and understanding of policies and procedures. Determines administrative procedures and methods and work priorities. Plans and coordinates meetings, conferences, and employee functions. May direct and coordinate work of other administrative personnel.

Communications Engineer Advanced

Under minimal direction, responsible for planning, investigating, designing, and implementing physical and logical communication networks impacting multiple sites. Works with the Edge team, end customer, and vendors to define, analyze, and provide solutions for the customer's voice, data, and image communications requirements. Provides research and recommendations for the incorporation of current regulatory climates, trends, and issues in communications projects. Prepares work-prints and schematics to define and illustrate multiple-site network designs and solutions. Applies digital encoding formats, line codes, and timing techniques to design circuit paths and transmission logic for the transmission of voice data and images within a multiple network environment. Uses design tools to evaluate projected network usage and produce media, technical, and cost solutions for multiple-site networks. Participates in marketing proposals and studies by providing costing models, reports, and technical solutions for multiple-site network projects. Selects and configures hardware and software for multiple-site networks. Plans, designs, and implements network management systems to monitor, diagnose, control, and measure performance of communications networks that impact multiple sites. Uses and recommends changes to network administrative systems to ensure accurate network inventory and timely implementation.

Communications Engineer Senior

Under broad direction, provides technical leadership in the planning, investigation, design, and implementation of physical and logical communication solutions having network-wide impact. Provides solutions that incorporate integration of digital encoding formats, line codes, and timing concepts across engineering disciplines and environments. Influences Edge team members, the end customer, and vendors to define, analyze, and provide solutions for the customer's voice, data, and image communications requirements. Prepares complex workprints and schematics to define and illustrate entire network structures and solutions. Identifies and recommends new design tools for use in communications projects. Evaluates projected corporate network usage and provides and implements media solutions. Participates in and influences studies by providing costing models, reports, and technical solutions for network-wide projects. Identifies product modifications and influences vendors to incorporate these changes into their products. Plans, designs, and implements network management systems to monitor, diagnose, control, and measure performance of multiple communication networks. Identifies,

analyzes, and recommends new network administrative systems for entire networks to ensure accurate network inventory and timely implementation.

Data Base Administrator

Under minimal direction, responsible for the design and integrity of data base structures in a multi-user environment. Develops and enforces data base standards and procedures. Analyzes data and process requirements. Leads or participates in logical and physical data base design. Reviews system and programming designs to ensure efficient use of data base resources. Maintains control programs required for accessing a data base. Interfaces with operations data base support group on production problems and data base management issues. Monitors data base performance statistics and recommends improvements. Advises Systems Engineers and updates management on data base concepts and techniques. Researches new data base technologies.

Information Modeling Analyst

Under general direction, gathers, analyzes and diagrams customer business functions and system requirements for use in data base design and business system planning. Conducts interviews with customers to gather information. Analyzes the customer's business to identify events, processes, data relationships, current system capabilities and requirements. Uses information modeling techniques to develop data, event and process modeling diagrams. Reviews models for completeness and accuracy. Updates management and advises systems engineers on information modeling concepts and techniques. May recommend improvements in modeling procedures.

Information Security Analyst

Under general direction, provides information security support to internal and external customers. Analyzes basic customer security requirements and makes recommendations for improvement to information security data bases or platforms. Provides information security support, such as violation reports, PC security policies, and maintenance, to customers. Promotes customer information security compliance, according to corporate and local security standards, by verifying data from pre-existing audit programs. Investigates information security logging and violation reports and contacts managers as appropriate. Assists in system consolidations, software upgrades and internal information security investigations. Assists contingency management groups in planning and executing disaster recovery procedures.

Information Security Analyst Advanced

Under minimal direction, analyzes and defines information security requirements and solutions and provides support to internal and external customers. Assists technical support groups in the design and testing of information security products to provide solutions for information security issues and ensure conformance to requirements. Identifies and recommends solutions such as program or system modifications to prevent security exposures. Trains information security analysts on problem resolution and conformance requirements by developing and conducting courses and explaining reference manuals. Leads project teams in system consolidation, information security software upgrades, and contingency management planning and execution.

Information Security Analyst Senior

Under broad direction, applies knowledge of information security procedures, processes and system solutions to identify and solve customer information security problems, ensure corporate compliance, and provide training to information security personnel. Provides support and training to internal and external customers. Provides technical support to local sites in the installation and modification of information security products and tools involving multiple platforms. Develops and conducts information security presentations to Edge and customer management to address concerns and ensure customer requirements are met. Evaluates and recommends information security enhancements, product upgrades, and tools across multiple platforms to ensure minimal exposures. Evaluates and recommends information security policies to establish guidelines and ensure corporate compliance. Leads product design and testing teams to ensure conformance to information security requirements and the documentation of results. May code programs that retrieve, report, and modify data from information security systems.

Information Security Master

Acting independently, provides information security direction and consultation to Edge, its customers, and accounts. Acts as an internal consultant, providing technical and business guidance on information security projects in support of Edge accounts. Represents Edge by delivering presentations and writing information security publications and articles. Assists in customer presentations for information security products and services. Influences both internal and customer corporate strategies and standards as they relate to information security. Analyzes industry-wide trends, laws, and standards and recommends methods, procedures, and products to solve information security problems.

Network Engineer

Installs, configures and maintains organization's network. Builds networks and maintains external and internal web presence, administers the network. Performs system backups on its internal and external web network servers. Designs and supports server system(s) and supporting software. May require a bachelor's degree in a related area and 0-2 years of experience in the field or in a related area. Has knowledge of commonly - used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.

Network Engineer Senior

Installs, configures and maintains organization's network. Builds networks and maintains external and internal web presence, administers the networks. Performs system backups on its internal and external web network servers. Designs and supports server system(s) and supporting software. May require a bachelor's degree in a related area and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision;

typically reports to a project leader or manager. A certain degree of creativity and latitude is required.

Program Manager

Plans, directs and coordinates the acquisition and development of new business to an operational account stage for opportunities valued at more than one million dollars. Initiates, supports and participates in negotiations with prospective customer. Analyzes current situation and develops business plans, sales strategy and targeted customer audience to achieve acceptance of new business opportunity. Determines customer requirements and translates these requirements into operational plans. Determines, monitors and reviews costs, operational budgets and schedules and staffing requirements for project team. Analyzes effects of project upon various operating and support areas, such as information processing/data centers, assembly and manufacturing, to determine the most practical and cost effective method to obtain the required resources. Provides guidance to project team and management in directing development of new applications and formulating contingency plans in areas such as schedule revisions, manpower adjustments, fund allocations, and work requirements. Provides guidance in strategic systems planning to project team and/or customer's team. May be responsible for preparing incoming management for transition from implementation to business operating stage.

Project Manager

Plans, directs and coordinates the acquisition and development of new business to an operational account stage. Initiates, supports and participates in negotiations with prospective customer. Analyzes current situation and develops business plans, sales strategy and targeted customer audience to achieve acceptance of new business opportunity. Determines customer requirements and translates these requirements into operational plans. Determines, monitors and reviews costs, operational budgets and schedules and staffing requirements for project team. Analyzes effects of project upon various operating and support areas, such as information processing/data centers, assembly and manufacturing, to determine the most practical and cost effective method to obtain the required resources. Provides guidance to project team and management in directing development of new applications and formulating contingency plans in areas such as schedule revisions, manpower adjustments, fund allocations, and work requirements. Provides guidance in strategic systems planning to project team and/or customer's team. May be responsible for preparing incoming management for transition from implementation to business operating stage.

Software Engineer I

Under the most general direction, maintains one of the specific systems and associated sub-products. Maintains currency, debugs and configures related software products. Provides operating systems planning and evaluation for performance analysis, capacity planning and hardware upgrades. Interfaces with other Edge groups to resolve user problems, setting standards and improving overall efficiency of the operating system. Designs, codes, tests and implements tools for operations automation. Assists in the planning and conversion for new hardware/software products.

Software Engineer II

Under minimal direction, provides specialized expertise within multiple systems, software disciplines, as well as general knowledge of related disciplines, applications implications, and customer areas. Responsible for performing in-depth analysis and technical support of systems software products, including complex problem resolution, design, development, testing, operational integration, and user support. Assists SPTs and Software SEs with customization, installation maintenance, setting of standards, and optimizing product performance. Leads planning and conversions for new hardware/software products.

Software Engineer IV

Under limited direction, provides top-level technical expertise, including performing in-depth and complex software systems programming and analysis. Main responsibilities include problem resolution and providing technical leadership for the group. Possesses broad knowledge of internal operating systems, applications implications and customer areas.

Software Engineer V

Assigns, directs, and checks the work of software systems engineers and/or software support personnel to ensure that operating systems solutions are achieved. Oversees daily activities of updating, enhancing, debugging, and configuring related software products for operating systems, based on customer requirements. Interacts with customers and vendors to determine system requirements and solutions. Reviews system reports and provides technical guidance to staff. Establishes directives for future systems by evaluating and planning for software or hardware upgrades. Monitors the development of operating systems to ensure standards and procedures are followed and customer requirements are met.

Software Engineer Consultant

Acts independently or under the most general direction as a top level technician. Possesses superior knowledge of the internal operating systems, data bases, on-line systems, or communications software. Proficient in the state-of-the-art technology. May develop new technology, modify the structure of existing software products or provide technical guidance to complex projects. Normally reports directly to a manager rather than a supervisor.

Systems Analyst

The Systems Analyst will have two (2) years of ADP systems analysis, systems development life cycle, quality assurance, and/or ADP support service experience. A four year college degree in computer science or equivalent may be substituted for one year of experience. The Systems Analyst will assist more experienced systems analyst professionals in determining system or systems approaches to meet user objectives by supporting analyses and evaluations of elements such as: determination of information and time requirements of computer utilization from the standpoint of such requirements; costing projections; aspects or organization, staffing, allocation, communication, direction, and materials. He/she will coordinate a variety of system or systems

approaches. He/she will provide support in evaluating a variety of operational aspects of current systems that may be only generally defined. The systems analyst will assist with user coordination primarily to the resolution of existing system problems such as other system interfaces, communication barriers, and/or data discrepancies. He/she will assist customer in determining the usability of software in developing detailed specification and test/acceptance plans for the mathematical or logical operation to be performed by the hardware and software components of a system. Under general supervision, he/she will perform quality assurance activities including the evaluation and testing of products, equipment capabilities, and proposed system functions. The Systems Analyst will evaluate and test computer programs to confirm that they meet system design requirements efficiently and that they provide for ease of maintenance.

Senior Systems Analyst

The Senior Systems Analyst must have a minimum of four (4) years of professional experience in system analysis with extensive knowledge of system analysis principles, theories, and concepts in one or more areas of specialization that can be applied to a wide variety of information processing/retrieval and computer-based systems. Experience should also include system life cycle development, quality assurance, and ADP support services. Specialized Experience: The Senior Systems Analyst will have two (2) years of experience in the conceptualization and development of operational design for total systems. He/she will be capable of resolving significant technical problems. Duties: The Senior Systems Analyst will determine requirements for a wide variety of system approaches dealing with established principles and concepts to meet user objectives by analyzing and evaluating such elements as: determination of information and true requirements from the standpoint of such requirements; costing projections; aspects of organization, staffing allocation, communication direction and control; and design of required specifications, reports documentation, and materials.

Lead Senior Analyst

The Lead Senior Analyst must have at least six (6) years systems analysis/programming experience. He/she must have at least three (3) years of experience supervising personnel performing software development tasks. Duties: The Lead Senior Analyst will provide supervisory technical and administrative direction for personnel performing software development tasks, including the review of work products for completeness, consistency, correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. He/she will coordinate with the Program Manager to ensure problem resolution. The Lead Senior Analyst will prepare and deliver presentations on the system concept to colleagues, subordinates and user representatives.

Systems Engineer I

Under general direction, responsible for routine or basic applications analysis and programming projects. Writes specifications for application programs of a less complex nature. Designs detailed records and form layouts. Codes, tests, implements and maintains programs and/or system changes utilizing one high-level language. Analyzes and resolves basic, application production and customer problems. Prepares system

documentation. May interface with customers to gather information on system needs or problems.

Systems Engineer II

Under general direction, develops and maintains data processing applications which meet customer business needs. Codes, tests and implements computer programs in developmental and maintenance modes. Defines system requirements and priorities with customers and ensures that daily needs are met. Develops system and programming specifications. Designs data processing solutions based on business need and technical considerations. Researches and resolves application production problems. Monitors application performance and performs run time improvement functions. Prepares system documentation.

Systems Engineer III

Under minimal direction, applies specialization within a line of business to provide programming and technical leadership in support of customer needs. Develops, codes, tests and implements computer programs and subsystems utilizing multiple programming languages. Leads subsystem design and participates in system design projects. Assists SEs and SEDs on coding, testing, implementation and documentation projects. Participates in implementations, major system upgrades or enhancements, and conversions. Interfaces with customers to define system requirements and priorities. Analyzes, resolves or assists others in resolving production problems. Supports business studies, costing and feasibility studies and preparation efforts.

Systems Engineer IV

Plans, directs and coordinates systems analysis and programming activities for the account(s) supported ensuring that customer requirements are met. Reviews feasibility studies, time and cost estimates and implementation plans. Ensures that systems engineering activities are coordinated with other internal support groups. Advises staff on administrative policies and procedures, technical problems, priorities and methods. Examines software and hardware requirements for the account(s).

Systems Engineer V

Acts independently as a technical advisor on the most specialized phases of system design, implementation, analysis and programming. Leads and participates in major system studies and implementations. Responsible for supporting systems engineers and internal marketing teams in solving complex problems involving a broad range of technologies and industry issues. Investigates state-of-the-art technology and applies it to the Edge environment. Communicates technical alternatives to management and recommends action. Functions as technical expert during product presentations to customers. May develop new technology.

Information Services Consultant

Works with end user groups to evaluate and solve technical problems. Analyzes, designs, and implements system changes. Requires a bachelor's degree and at least 7 years of experience in the field or in a related area. Familiar with a variety of the field's concepts,

practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. May report to an executive or a manager.

Technical Support Analyst I

Reviews, analyzes, and evaluates information technology systems operations. May require an associate's degree in a related area and 0-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.

Technical Support Analyst II

Reviews, analyzes, and evaluates information technology systems operations. May require an associate's degree in a related area and 2-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.

Technical Support Analyst III

Reviews, analyzes, and evaluates information technology systems operations. May require a bachelor's degree in a related area and at least 5 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.

Technical Writer Specialist

Under minimal direction, analyzes and interprets highly specialized technical information to compose detailed documentation and technical manuals. Conducts complex documentation and user needs analysis. Studies customer environment by analyzing job tasks, organizational structure and user needs to propose documentation solutions. Observes developmental and experiential activities to determine operating procedure and detail for document content. Interviews technical personnel, interprets reports, specifications and drawings to increase understanding of processes and document requirements. Assists others with technical interpretation and appropriate phrasing for document content. May plan documentation development process and coordinate writing projects. Reviews documentation for an entire project to ensure validity, completeness of content and consistency with order, style and terminology standards.

Web Designer

Designs and constructs web pages/sites including incorporating graphic user interface (GUI) features and other techniques. Maintains and provides ongoing design of the

website, promos and ad banners, seasonal content specials and custom chat launcher design for partners. May require a bachelor's degree in a related area and at least 2 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager. A certain degree of creativity and latitude is required

Web Designer Senior

Designs and constructs web pages/sites including incorporating graphic user interface (GUI) features and other techniques. Maintains and provides ongoing design of the website, promos and ad banners, seasonal content specials and custom chat launcher design for partners. May require a bachelor's degree in a related area and at least 2 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. Typically reports to a project leader or manager. A wide degree of creativity and latitude is expected.

Web Software Developer Senior

Consults with clients and other project team members to design, build and manage web sites. Develops installation programs for websites. May negotiate contracts/agreements with software vendors and other internet companies. May require a bachelor's degree in a related area and 3-5 years of experience in the field or in a related area. Has knowledge of a variety of concepts, practices, and procedures within a particular field (i.e., SQL, C++, HTML, CGI and JavaScript). Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. Typically reports to a project leader or manager. A wide degree of creativity and latitude is expected.

LABOR CATEGORY RATES (\$/hour):

Account Manager	151.24
Account Operations Manager	148.11
Administrative Assistant	84.24
Communications Engineer Advance	167.98
Communications Engineer Senior	129.24
Data Base Administrator	126.92
Information Modeling Analyst	164.51
Information Security Analyst	103.87
Information Security Analyst Advance	134.99
Information Security Analyst Senior	176.23
Network Engineer	77.49
Network Engineer Senior	142.00
Program Manager	151.30
Project Manager	127.62
Software Engineer I	85.33
Software Engineer II	106.44
Software Engineer III	128.87
Software Engineer IV	137.36
Software Engineer V	157.95
Software Engineer Consultant	150.59
Systems Analyst	107.99
Senior Systems Analyst	153.49
Lead Senior Analyst	198.73
Systems Engineer I	85.33
Systems Engineer II	93.07
Systems Engineer III	148.68
Systems Engineer IV	143.85
Systems Engineer V	156.60
Information Services Consultant	147.70
Technical Support Analyst I	72.74
Technical Support Analyst II	79.67
Technical Support Analyst III	102.75
Technical Writer Specialist	126.55
Web Designer	125.96
Web Designer Senior	127.67
Web Software Developer Senior	149.08

Rate escalation is 2.9%, 3.3%, 3.3%, 3.4%, 3.5% per year for Option Years 1 through 5, respectively.

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

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

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

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

Signatures

_____	_____	_____	_____
Agency	Date	Edge Technologies, Inc.	Date

BPA
NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, Edge Technologies, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____

_____	_____
_____	_____
_____	_____

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

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

(a) Edge Technologies, Inc.;

(b) Contract Number;

(c) BPA Number;

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

(e) Purchase Order Number;

(f) Date of Purchase;

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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

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

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

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