



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

Special Item No.	132-33 – Perpetual Software Licenses
Special Item No.	132-34 – Maintenance of General Purpose Commercial Information Technology Software
Special Item No.	132-50 – Training Courses
Special Item No.	132-51 – Information Technology Professional Services

SIN 132-33 – Perpetual Software Licenses:  
 FSC Class 7030 - Information Technology Software

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

SIN 132-34 – Maintenance of Software:  
 SIN 132-50 - Training Courses For Information Technology Equipment And Software (FPDS Code U012)  
 SIN 132-51 - Information Technology (IT) Professional Services:

FPDS Class D301 IT Facility Operation and Maintenance  
 FPDS Class D302 IT Systems Development Services  
 FPDS Class D306 IT Systems Analysis Services  
 FPDS Class D307 Automated Information Systems Design/Integration Services  
 FPDS Class D308 Programming Services  
 FPDS Class D311 IT Data Conversion Services  
 FPDS Class D316 IT Network Management Services  
 FPDS Class D399 Other Information Technology Services, NEC

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

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

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



**ExecuSys, Inc.**  
**6767 North Wickham Road**  
**Imperial Plaza, Suite 508**  
**Melbourne, FL 32940**  
**Phone: (321) 253-0077 Fax: (321) 253-0099**  
**Internet Address: [www.execusys.com](http://www.execusys.com)**  
**Business Size: Small Business**  
**Contract Number: GS-35F-0213M**  
**Period Covered by Contract: March 22, 2007 – March 21, 2012**  
**General Services Administration**  
**Federal Supply Service**  
**Pricelist current through Modification # PO-0003 , dated 3/21/2007**

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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Revision dated 24 October 2003 incorporates an update to Terms and Conditions through Refresh #12 and FX-03.

Pricelist dated December 6, 2006 incorporates administrative corrections and Refresh #19.

Pricelist dated 11 December 2006 proposes an Economic Price Adjustment.

Pricelist dated 22 March 2007 incorporates Modification # PO-0003 for the First 5 Year Option Extension and Modification # PO-0002 for an Economic Price Adjustment.

## INFORMATION FOR ORDERING OFFICES

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://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.

**FSS SIN(s):** 132-33, 132-34, 132-50 & 132-51  
**Contract Number:** GS-35F-0213M  
**Contract Period:** March 22, 2007 to March 21, 2012  
**Contractor's Name:** ExecuSys, Inc.  
**Contractor's Address:** 6767 North Wickham Road  
Imperial Plaza, Suite 208  
Melbourne, FL 32940  
**Phone Number:** (321) 253-0077

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

ExecuSys, Inc. accepts the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. ExecuSys, Inc. accepts the Government purchase card for payments above the micro-purchase threshold for oral or written delivery orders. ExecuSys, Inc. accepts Government purchase cards in accordance with Government Purchase Card Requirements. ExecuSys, Inc. 's bank account information for wire transfer payments will be shown on invoices.

**Ordering Address:**  
ExecuSys, Inc.  
6767 North Wickham Road  
Imperial Plaza, Suite 208  
Melbourne, FL 32940  
Attention: Eddie Haralson

**Payment Address:**  
ExecuSys, Inc.  
6767 North Wickham Road  
Imperial Plaza, Suite 208  
Melbourne, FL 32940

**Remittance Address:**  
ExecuSys, Inc.



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

**Ordering Assistance:** (321) 253-0077, POC: Jeff Sanders  
**Technical Assistance:** (321) 253-0077, POC: Jeff Sanders  
**For FAX Ordering:** (321) 253-0099, POC: Jeff Sanders

**3. LIABILITY FOR INJURY OR DAMAGE:**

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

**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): 84-907-1618  
**Block 30:** Type of Contractor: B. Other Small Business  
**Block 31:** Woman Owned Small Business: No  
**Block 36:** Contractor's Taxpayer Identification Number (TIN): 59-31773232

**4a. CAGE Code:** 1PRZ2

**4b. Contractor has [X] has not [ ] registered with the Central Contractor Registration Database.**

**5. FOB:** Destination (CONUS)

**6. DELIVERY SCHEDULE**

**(a) TIME OF DELIVERY:** ExecuSys, Inc. shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<b>ITEMS OR GROUPS OF ITEMS (SIN or Nomenclature)</b>	<b>DELIVERY TIME (DAYS ARO)</b>
<u>132-33</u>	<u>15 Days</u>
<u>132-34</u>	<u>N/A</u>
<u>132-50</u>	<u>As negotiated between the Ordering Agency and ExecuSys, Inc.</u>
<u>132-51</u>	<u>As negotiated between the Ordering Agency and ExecuSys, Inc.</u>

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

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. **Prompt Payment:** 1.5% 20 Days / Net 30 Days
  - b. **Quantity:** NONE
  - c. **Dollar Volume:** NONE
  - d. **Government Educational Institutions; are offered the same discounts as all other government customers.**
  - e. **Other:** 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:** None

10. **SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is: \$100.00

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 132-34 – Maintenance of Software
  - Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
  - Special Item Number 132-50 - Training Courses

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

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

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

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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

- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

## **16. GSA Advantage!**

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

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

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

## **17. PURCHASE OF OPEN MARKET ITEMS**

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

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

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

**Worldwide or Overseas locations are subject to negotiation, utilizing GSA schedule rates as base rates to negotiate a premium to compensate employees for entering "High Risk" duty areas or countries. All shipping, logistics and support issues will be negotiated with the Ordering Agency.**

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

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

## 21. CONTRACTOR TEAM ARRANGEMENTS

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

## 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

## 23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: **The EIT standard can be found at: [www.section508.gov](http://www.section508.gov).**

[www.execusys.com](http://www.execusys.com)

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## 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

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

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

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

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

**26. SOFTWARE INTEROPERABILITY.**

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

**27. ADVANCE PAYMENTS**

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

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

**1. INSPECTION/ACCEPTANCE**

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

**2. GUARANTEE/WARRANTY**

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

**Call 1-800-454-3081 for questions concerning of the applicable ExecuSys, Inc. product warranty.**

**Limited Warranty:**

ExecuSys warrants that its Commercially Licensed Software Products will operate substantially in accordance with the applicable documentation for a period of 90 days after it is delivered to Customer. If the Customer believes there is a defect in the Licensed Products, the Customer must immediately notify ExecuSys of such defect. ExecuSys does not warrant that the Licensed Products will meet Customer's individual requirements or will operate in combinations which may be selected for use by Customer, or that the operation of the Licensed Products will be uninterrupted or error free, or that all program defects will be corrected.

**Third Party Warranties:**

Customer agrees to look solely to the owner of the software supplied by third parties for any and all warranty or other claims based upon such third party software, and any and all warranties made by such owners to ExecuSys are hereby expressly assigned to Customer.

**Warranty Disclaimer:**

THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER  
WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED  
WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,  
ARISING OUT OF OR IN CONJUNCTION WITH ANY SERVICES PERFORMED OR LICENSED  
PRODUCTS FURNISHED HEREUNDER, OR THEIR DELIVERY, USE, OR PERFORMANCE.

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

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

### **3. TECHNICAL SERVICES**

Without additional charge to the Government, ExecuSys, Inc.'s warranty support provides a technical support number (321) 253-0077 for items within their warranty period, for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from: 8AM to 5PM Eastern Standard Time Monday-Friday.

### **4. SOFTWARE MAINTENANCE**

a. Software maintenance services for ExecuSys, Inc. products vary by product, but generally include maintenance, some level of technical support and some software upgrades, per our Commercial Practices. Please consult specific product information or call ExecuSys, Inc. for details.

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

### **5. PERIODS OF AND MAINTENANCE (132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term maintenance, the period of the term 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 maintenance orders citing the new appropriation shall be required, if the term maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term maintenance is to be terminated at that time. Orders for the continuation of term maintenance will be required if the term maintenance is to be continued during the subsequent period.

### **6. UTILIZATION LIMITATIONS - (132-33, AND 132-34)**

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software.

Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

## **7. SOFTWARE CONVERSIONS - (132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

## **8a. ExecuSys, Inc. SOFTWARE PRODUCT DESCRIPTIONS**

### **(1.) Graphical Enterprise Management System (GEMS) – Version 2.9.75**

GEMS is our flagship product. It is an Internet-based Decision Support and Data Warehousing System that delivers key information to decision makers throughout an organization. GEMS is a core framework that can be configured and optimized according to your information assets and "business intelligence." GEMS is designed to effectively link multiple disparate systems into an organized Data Warehouse. GEMS is comprised of modules designed around an organization's

structure, systems, mission, financial management requirements, key performance metrics and other information needed to support the decision support process (i.e. Organization, Contracts, Customers, Programs, etc.). It is a data driven, object-oriented system that is fully configurable and modifiable. GEMS uses an automated Open Data Base Connectivity (ODBC) "Scheduling Data Consolidation Engine" to extract, cleanse, summarize, and restructure the data into meaningful information. GEMS applies OLAP (On-Line Analytical Processing) technology to present this integrated information through the use of summarization structures, high quality business graphics, and a robust set of decision support tools.

**(2.) mPACT! – Version 6.5**

mPACT! is a comprehensive Windows 32-bit Point-of-Sale management system for automotive service industry companies of all types. It tracks a vehicle's service history, processes work orders, tracks customer accounts, controls inventories, integrates with standard Parts and Labor databases, and interfaces with the QuickBooks Accounting System.

**(3.) Pangea POS Pro – Version 3.0**

Pangaea POS PRO is a Windows 32-bit Point-of-Sales management system for the retail industry. Pangaea POS Pro integrates inventory control, purchasing, receiving and accounts payable into one easy to use retail management application.

**(4.) LaserCat 2000 – Version 1.5**

LaserCat 2000™ is a Windows 32-bit Parts and Labor Database. Purchase price includes 3 years of maintenance, technical support (up to 2 hours per month) and software upgrades.

**8b. HARDWARE REQUIREMENTS**

**The following are the recommended minimum hardware requirements. We have found that machines below these specifications do not perform up to the standards for most users. It is highly recommended that all hardware meet or exceed these minimum standards.**

**(1.) Graphical Enterprise Management System (GEMS) – Version 2.9.75**

**Web Server:** Pentium III 866 MHz w/256K Cache, 1Gigabyte of SDRAM, 27 Gigabyte Ultra3 SCSI Raid5 Disk Drives, Dual 10/100 NIC Cards.

**Database Server:** Dual Pentium III 866 MHz w/256K Cache, 1Gigabyte of SDRAM, 216 Gigabyte Ultra3 SCSI Raid5 Disk Drives, Dual 10/100 NIC Cards.

**Client: Pentium** 166 w/64MB RAM, NIC Card, Internet Explorer 5.0 or Netscape 4.0.

**(2.) mPACT! – Version 6.5**

**Stand-Alone Machine:** Pentium 400 MHz w/64MB RAM, CD-ROM Drive, SVGA Video Card, Modem, 100MB Free Space, Windows 98.

**Server:** Pentium 400 MHz w/128MB RAM, CD-ROM Drive, SVGA Video Card, 10/100 NIC Card, 100MB Free Space, Windows 98.

**Client:** Pentium 400 MHz w/64MB RAM, CD-ROM Drive, SVGA Video Card, 10/100 NIC Card, 100MB Free Space, Windows 98.

**(3.) Pangaea POS Pro – Version 3.0**

**Stand-Alone Machine:** Pentium 133 MHz w/64MB RAM, CD-ROM Drive, SVGA Video Card, 100MB Zip Drive, Modem, 100MB Free Space, Windows 95.

**Server:** Pentium 133 MHz w/64MB RAM, CD-ROM Drive, 10/100 NIC Card, SVGA Video Card, 100MB Zip Drive, 56K Modem, 100MB Free Space, Windows 95.

**Client:** Pentium 133 MHz w/32MB RAM, CD-ROM Drive, 10/100 NIC Card, SVGA Video Card, 56K Modem, 100MB Free Space, Windows 95.

**(4.) LaserCat 2000 – Version 1.5**

**Stand-Alone Machine:** Pentium 400 MHz w/64MB RAM, DVD-ROM Drive, SVGA Video Card, Modem, 100MB Free Space, Windows 95.

**Server:** Pentium 400 MHz w/128MB RAM, DVD-ROM Drive, SVGA Video Card, 10/100 NIC Card, 100MB Free Space, Windows 95.

**Client:** Pentium 400 MHz w/64MB RAM, DVD-ROM Drive, SVGA Video Card, 10/100 NIC Card, 100MB Free Space, Windows 95.

See also ExecuSys, Inc. product description and pricing information listed later in this GSA Pricelist.

**9. RIGHT-TO-COPY PRICING: NONE Available.**

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

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

## 6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

## 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## 8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

**NOTE 1: All travel and ODC charges are outside of the scope of the contract and will be as negotiated with the ordering agency.**

**NOTE 2: Customer Site Training Courses from ExecuSys, Inc. as follows:  
All courses are available at the customer's site for an additional \$3,500.00. For courses conducted at the customer's site: The customer must provide a training facility w/PC Projector, whiteboard, servers and computers pre-configured with appropriate software. Customer will be responsible for all security measures required. Physical and electronic.**

### 1. ExecuSys Training Course Number – TDSS01-1

<b>Course Title:</b>	<b>GEMS Introduction</b>
<b>Description:</b>	Student(s) will learn GEMS end user interface and functions. Hands-on.
<b>Length:</b>	1 Day
<b>Prerequisites/ Requirements:</b>	Browser knowledge and navigation of web application(s).
<b>Class Size:</b>	Minimum 5 Students – Maximum 10 Students
<b>Training Locations:</b>	ExecuSys, Inc. Site or Customer Site
<b>Class Schedules:</b>	Call (321) 253-0077 for current schedules.
<b>Special Notes:</b>	See Note 1 and Note 2
<b>Price Per Student</b>	\$544.05

### 2. ExecuSys Training Course Number – TDSS01-2

<b>Course Title:</b>	<b>GEMS Intermediate</b>
<b>Description:</b>	Student(s) will learn GEMS design techniques and how to use the GEMS Toolset. Hands-on.
<b>Length:</b>	3 Days
<b>Prerequisites/ Requirements:</b>	TDSS01-1
<b>Class Size:</b>	Minimum 5 Students – Maximum 10 Students
<b>Training Locations:</b>	ExecuSys, Inc. Site or Customer Site
<b>Class Schedules:</b>	Call (321) 253-0077 for current schedules.
<b>Special Notes:</b>	See Note 1 and Note 2
<b>Price Per Student</b>	\$1632.15

**3. ExecuSys Training Course Number – TDSS01-3**

<b>Course Title:</b>	<b>GEMS Advanced</b>
<b>Description:</b>	Student(s) will learn GEMS layout techniques to build and modify data cube(s), charts, queries and data transformation services. Hands-on.
<b>Length:</b>	5 Days
<b>Prerequisites/ Requirements:</b>	TDSS01-2
<b>Class Size:</b>	Minimum 5 Students – Maximum 10 Students
<b>Training Locations:</b>	ExecuSys, Inc. Site or Customer Site
<b>Class Schedules:</b>	Call (321) 253-0077 for current schedules.
<b>Special Notes:</b>	See Note 1 and Note 2
<b>Price Per Student</b>	\$2720.25

**4. ExecuSys Training Course Number – TPOS01-1**

<b>Course Title:</b>	<b>mPACT! Introduction</b>
<b>Description:</b>	Student(s) will learn to use mPACT! To perform system startup and basic Point of Sales functions. Hands-on.
<b>Length:</b>	1 Day
<b>Prerequisites/ Requirements:</b>	Prior use of POS System.
<b>Class Size:</b>	Minimum 5 Students – Maximum 10 Students
<b>Training Locations:</b>	ExecuSys, Inc. Site or Customer Site
<b>Class Schedules:</b>	Call (321) 253-0077 for current schedules.
<b>Special Notes:</b>	See Note 1 and Note 2 (fee for Note 2 does not apply to TPOS01-1)
<b>Price Per Student</b>	\$441.33

**5. ExecuSys Training Course Number – TPOS01-2**

<b>Course Title:</b>	<b>mPACT! Intermediate</b>
<b>Description:</b>	Student(s) will learn to configure mPACT to leverage the reporting module for management optimization (sales packages, inventory management and cost control features). Hands-on.
<b>Length:</b>	2 Days
<b>Prerequisites/ Requirements:</b>	TPOS01-1
<b>Class Size:</b>	Minimum 5 Students – Maximum 10 Students
<b>Training Locations:</b>	ExecuSys, Inc. Site or Customer Site
<b>Class Schedules:</b>	Call (321) 253-0077 for current schedules.
<b>Special Notes:</b>	See Note 1 and Note 2 (fee for Note 2 does not apply to TPOS01-2)
<b>Price Per Student</b>	\$1324.00

**6. ExecuSys Training Course Number – TPOS02-1**

<b>Course Title:</b>	<b>Pangea POS Pro Introduction</b>
<b>Description:</b>	Student(s) will learn to use POS Pro to perform system startup and basic Point of Sales functions. Hands-on.
<b>Length:</b>	1 Day
<b>Prerequisites/ Requirements:</b>	Prior use of POS system.
<b>Class Size:</b>	Minimum 5 Students – Maximum 10 Students
<b>Training Locations:</b>	ExecuSys, Inc. Site or Customer Site
<b>Class Schedules:</b>	Call (321) 253-0077 for current schedules.
<b>Special Notes:</b>	See Note 1 and Note 2
<b>Price Per Student</b>	\$441.33

**7. ExecuSys Training Course Number – TPOS02-2**

<b>Course Title:</b>	<b>Pangea POS Pro Intermediate</b>
<b>Description:</b>	Student(s) will learn to configure POS Pro to leverage the reporting module for management optimization. Hands-on.
<b>Length:</b>	2 Days
<b>Prerequisites/ Requirements:</b>	TPOS02-1
<b>Class Size:</b>	Minimum 5 Students – Maximum 10 Students
<b>Training Locations:</b>	ExecuSys, Inc. Site or Customer Site
<b>Class Schedules:</b>	Call (321) 253-0077 for current schedules.
<b>Special Notes:</b>	See Note 1 and Note 2
<b>Price Per Student</b>	\$1324.00

**8. ExecuSys Training Course Number – TCAT01-1**

<b>Course Title:</b>	<b>LaserCat 2000</b>
<b>Description:</b>	Student(s) will learn to configure LaserCat 2000 and access Labor/Parts Catalog. Hands-on.
<b>Length:</b>	1 Day
<b>Prerequisites/ Requirements:</b>	Prior use of POS system with Labor/Parts Catalog.
<b>Class Size:</b>	Minimum 5 Students – Maximum 10 Students
<b>Training Locations:</b>	ExecuSys, Inc. Site or Customer Site
<b>Class Schedules:</b>	Call (321) 253-0077 for current schedules.
<b>Special Notes:</b>	See Note 1 and Note 2
<b>Price Per Student</b>	\$441.33

**9. “NO CHARGE” TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

**No ExecuSys, Inc. Training is Provided Free of charge.**

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

**1. SCOPE**

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

**2. PERFORMANCE INCENTIVES**

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

**3. 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 (Deviation – May 2003) 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.

**4. PERFORMANCE OF SERVICES**

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

## **6. INSPECTION OF SERVICES**

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

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

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

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

**15. APPROVAL OF SUBCONTRACTS**

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

**16. DESCRIPTION OF IT SERVICES AND PRICING**

See Labor Category Descriptions and Pricing on Page 31 of this Pricelist:

**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE:**

ExecuSys, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT:**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

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

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

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Jeff Snaders at the Contract Information Center at ExecuSys, Inc. at: (321) 253-0077, Fax (321) 253-0099.

**BEST VALUE BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

**(Insert Customer Name)**

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

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

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

Signatures

\_\_\_\_\_  
ORDERING ACTIVITY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

<p style="text-align: center;"><b>BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”</b></p>
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Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

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

Orders under a Team Arrangement are subject to terms and conditions 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.

**Corporate Background:**

The company was formed in 1993, specifically to meet the software development needs of the Federal Government. We have a highly experienced team of professionals who have successfully delivered large-scale, complex software systems to DoD (USAF) and DoD contractors for the past 8 years. ExecuSys enjoys an outstanding record of past performance in support of the US Federal Government at the Air Force's Eastern Range and Kennedy Space Center. We have proven experts (managers, financial analysts and software engineers) who have been developing and maintaining financial software applications for the Federal Government since 1993. Currently, ExecuSys is a subcontractor to Computer Sciences Corporation/Raytheon (CSR) on the Range Technical Services Contract (RTSC) and Space Gateway Support, LLC on the Joint Base operations Support Contract (JBOSC). Our experience has provided us with a thorough knowledge and understanding of DoD and NASA financial management standards and program management conventions.

***OUR PRODUCTS:***

**Graphical Enterprise Management System (GEMS)**

GEMS is our flagship product. It is an Internet-based Decision Support and Data Warehousing System that delivers key information to decision makers throughout an organization. GEMS is a core framework that can be configured and optimized according to your information assets and "business intelligence." GEMS is designed to effectively link multiple disparate systems into an organized Data Warehouse. GEMS is comprised of modules designed around an organization's structure, systems, mission, financial management requirements, key performance metrics and other information needed to support the decision support process (i.e. Organization, Contracts, Customers, Programs, etc.). It is a data driven, object-oriented system that is fully configurable and modifiable. GEMS uses an automated Open Data Base Connectivity (ODBC) "Scheduling Data Consolidation Engine" to extract, cleanse, summarize, and restructure the data into meaningful information. GEMS applies OLAP (On-Line Analytical Processing) technology to present this integrated information through the use of summarization structures, high quality business graphics, and a robust set of decision support tools.

**mPACT!**

mPACT! is a comprehensive Windows 32-bit Point-of-Sale management system for automotive service industry companies of all types. It tracks a vehicle's service history, processes work orders, tracks customer accounts, controls inventories, integrates with standard Parts and Labor databases, and interfaces with the QuickBooks Accounting System.

**EXECUSYS, INC. INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

The following services offered by ExecuSys, Inc:

<b><i>Services Offered</i></b>	<b><i>Description</i></b>
<b><i>Professional Services Offered</i></b>	Systems Analysis, Database Development and Administration, Data Modeling, Full Life Cycle Development, Documentation, Internet Integration, Intranet Integration, Maintenance, Process Modeling, Programming, Technical Writing and Testing Support.
<b><i>Project Experience</i></b>	Department of Defense, NASA, Accounting, Financial, Comptroller Support, Inventory, Purchasing, Program Management Support, Decision Support Systems and Data Warehousing.
<b><i>Case Tools</i></b>	ORACLE Designer, Visio Enterprise, ERWin.
<b><i>Databases/Access Methods</i></b>	MS ACCESS, MS SQL Server, ORACLE, SYBASE, ODBC Compliant RDBMS.
<b><i>Hardware</i></b>	Pentium – Pentium IV Computers and Servers, Sun Servers, Compac Computers and Servers, Dell Computers and Servers.
<b><i>Languages</i></b>	SQL, Visual Basic, Microsoft Access, Microsoft Visual Interdev.
<b><i>Operating Systems</i></b>	DOS, Windows, Windows 95, Windows 98, Windows NT
<b><i>Other Software Applications Experience</i></b>	Data Junction, Excel, Microsoft Word, Norton Utilities, Novell LAN, QuickBooks, Robo Help, Microsoft Project, PowerPoint; Netscape; Internet Explorer; Install Shield, Norton and McAfee Antivirus; Photo Shop Deluxe; Adobe Illustrator, Acrobat; Java Development Kits; MS IIS, MS Front Page; Exchange, Outlook.
<b><i>Network Transport and Protocol</i></b>	ISDN, TCP/IP, OSI Protocols, HTTP, HTTPS, Secure Socket Layers (SSL), FTP, HTML,
<b><i>Lan /Networking /Internet</i></b>	Microsoft LAN Server, Novell Netware, Microsoft NT, Cisco Routers, Cabletron Hubs/Switches.
<b><i>Strategic Planning &amp; Program Analysis</i></b>	Programmatic Planning Services, Strategic Mission Systems Engineering and Planning, POA&M Development and Project Management Control, Performance Measurement and Benchmarks, Critical Decision Evaluation and Recommendations, Economic Analysis and Program Analysis
<b><i>Project Risk Management &amp; Analysis</i></b>	Review, Oversight of Facility Management; Environmental and Safety oversight to Quantify Potential Risks and Mitigate/Manage Problems and Insure Compliance
<b><i>Information Technology Services</i></b>	Software Process Improvement, Systems Life-Cycle Consulting, Software Project Management, and Software Engineering Best Practices
<b><i>Software Engineering Services</i></b>	Performed Systems Analysis and Development of Database and Data Warehousing solutions.
<b><i>Management Services</i></b>	General Program and Financial Management Support, Accounting System Review and Analysis, Budget Development and Implementation, Design, Implementation and Monitoring of Training Programs, Return-on-Investment (ROI) Models for Capital Improvement Projects, Data Gathering / Compilation for Analysis of Management Issues

**EXECUSYS, INC. LABOR CATEGORY RATES**

Overview of ExecuSys, Inc. Special Item Number 132-51. Information Technology Services (IT) Offering. See **Following Full Labor Category Descriptions**. Proposed rates are Off-Site (at ExecuSys, Inc. Site) only.

<i>SINS</i>	<i>Order #</i>	<i>Labor Category Title</i>	<i>Proposed Effective Date</i> 03/22/07	<i>Proposed Effective Date</i> 03/22/08	<i>Proposed Effective Date</i> 03/22/09	<i>Proposed Effective Date</i> 03/22/10	<i>Proposed Effective Date</i> 03/22/11
132-51	E001	Program Manager	\$ 142.84	\$ 147.55	\$ 152.42	\$ 157.45	\$ 162.65
132-51	E002	Project Manager	\$ 108.56	\$ 112.14	\$ 115.85	\$ 119.67	\$ 123.62
132-51	E003	Senior Database Administrator	\$ 108.56	\$ 112.14	\$ 115.85	\$ 119.67	\$ 123.62
132-51	E004	Senior Network Engineer	\$ 108.56	\$ 112.14	\$ 115.85	\$ 119.67	\$ 123.62
132-51	E005	Senior Software Engineer	\$ 108.56	\$ 112.14	\$ 115.85	\$ 119.67	\$ 123.62
132-51	E006	Software Engineer	\$ 74.27	\$ 76.72	\$ 79.25	\$ 81.87	\$ 84.57
132-51	E007	Database Administrator	\$ 68.56	\$ 70.82	\$ 73.16	\$ 75.57	\$ 78.07
132-51	E008	Financial Analyst	\$ 68.56	\$ 70.82	\$ 73.16	\$ 75.57	\$ 78.07
132-51	E009	Network Engineer	\$ 68.56	\$ 70.82	\$ 73.16	\$ 75.57	\$ 78.07
132-51	E010	Technical Writer II	\$ 62.71	\$ 64.78	\$ 66.92	\$ 69.13	\$ 71.41
132-51	E011	Technical Writer I	\$ 45.71	\$ 47.21	\$ 48.77	\$ 50.38	\$ 52.04
132-51	E012	Associate Software Engineer	\$ 45.71	\$ 47.21	\$ 48.77	\$ 50.38	\$ 52.04
132-51	E013	Administrative Assistant	\$ 30.47	\$ 31.48	\$ 32.51	\$ 33.59	\$ 34.70
132-51	E014	Information Specialist	\$ 91.56	\$ 94.58	\$ 97.70	\$ 100.92	\$ 104.25

**Note: 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.**

For additional information please contact Eddie Haralson at the ExecuSys, Inc. GSA Contracts Department, (321) 253-0077; email: [eharalson@execusys.com](mailto:eharalson@execusys.com) Fax (321) 253-0099.

**EXECUSYS, INC. LABOR CATEGORY DESCRIPTIONS**

<b>Order #</b>	<b>Labor Category Title</b>	<b>Minimum Experience</b>	<b>Minimum Education</b>	<b>Functional Responsibilities</b>
<b>E001</b>	<b>Program Manager</b>	10 Years of Program Management.	Master degree in Computer Science, Information Systems, Business or related scientific discipline or equivalent combination of education and experience.	Provide Program level management to evaluate and solve multifaceted and multi-disciplined program related problems. Prioritize tasks, develop and maintain detailed project plans, prepare resource requirements, and track implementation time lines and budgets. Ensure delivery of software and products within schedule and cost; Develop, implement and maintain project scope and schedules.
<b>E002</b>	<b>Project Manager</b>	7 years of Project Management.	Bachelor degree in Computer Science, Information Systems, Information Technology or related scientific discipline or equivalent combination of education and experience.	Responsible for overall direction, control and reporting of multiple projects. Ensure on-time and cost effective delivery of quality software and documentation products. Perform risk management, drive ongoing process improvement and manage project resources.
<b>E003</b>	<b>Senior Database Administrator</b>	7 years database administration.	Bachelor degree in Computer Science, Information Systems, Information Technology or related scientific discipline or equivalent combination of education and experience.	Provide day-to-day management and coordination of DBA activities, resources and processes. Participate in DB design, optimize performance and write stored procedures to implement sophisticated business processes and improve the performance of existing queries, stored procedures and triggers.
<b>E004</b>	<b>Senior Network Engineer</b>	7 years LAN/WAN technology.	BSEE, BSCS or equivalent. CCNP and MCSE preferred	Provide LAN/WAN design, and implementation; perform network administration, troubleshooting and problem resolution.
<b>E005</b>	<b>Senior Software Engineer</b>	7 years software development. 4 years data modeling.	Bachelor degree in Computer Science, Information Systems, Information Technology or related scientific discipline or equivalent combination of education and experience.	Develop and implement data warehouse solutions. Define user requirements, design databases, prototype applications, test and deploy database solutions. Implement and evolve software process standards and methodologies.
<b>E006</b>	<b>Software</b>	4 years of	Bachelor degree in	Develop frameworks, applications and integration

<b>Order #</b>	<b>Labor Category Title</b>	<b>Minimum Experience</b>	<b>Minimum Education</b>	<b>Functional Responsibilities</b>
	<b>Engineer</b>	software development.	Computer Science, Information Systems, Information Technology or related scientific discipline or equivalent combination of education and experience.	software from design to delivery. Define user requirements, design databases, prototype, test and deploy solutions.
<b>E007</b>	<b>Database Administrator</b>	3 years database administration experience.	Bachelor degree in Computer Science, Information Systems, Information Technology or related scientific discipline or equivalent combination of education and experience.	Database design, creation and configuration, space management and other database maintenance procedures Design and perform backup and recovery procedures. User and security administration Advance performance and application tuning Interact with Development staff to resolve issues identified with product Manage multiple production and development environments.
<b>E008</b>	<b>Financial Analyst</b>	3 years experience as senior financial analyst in Government setting.	Bachelor Degree in Accounting, Economics or related field.	Provide subject matter expertise in purchasing, cost accounting, budgeting, forecasting and variance analysis.
<b>E009</b>	<b>Network Engineer</b>	3 years experience LAN/WAN environment.	BSEE, BSCS or equivalent. CCNP and MCSE preferred	Configure and support servers, Routers, Ethernet hubs, switches and communications devices.
<b>E010</b>	<b>Technical Writer II</b>	6 years documentation specialist or technical writer.	Bachelor Degree in English, Business or related discipline or equivalent combination of education and experience.	Create documentation standards and utilize word processing and desktop publishing software to produce User Manuals, Programmer Manuals, System Manuals, Installation Guides, On-line Help and Training Guides.
<b>E011</b>	<b>Technical Writer I</b>	2 years documentation specialist or	Associate Degree in English, Business or related discipline or	Edits User Manuals, Installation Guides, and customer Deliverables.

<b>Order #</b>	<b>Labor Category Title</b>	<b>Minimum Experience</b>	<b>Minimum Education</b>	<b>Functional Responsibilities</b>
		technical writer.	equivalent combination of education and experience.	
<b>E012</b>	<b>Associate Software Engineer</b>	6 months of design and development experience.	Associate degree Computer Programming, Computer Science, Information Systems or related scientific discipline or equivalent combination of education and experience.	Perform requirements analysis and develop functional and programming specifications for information management solutions. Design, develop and test applications.
<b>E013</b>	<b>Administrative Specialist</b>	2 years office administration and support.	High School Diploma or G.E.D. or equivalent combination of education and experience.	Provides documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc. required in changing office environments.
<b>E014</b>	<b>Information Specialist</b>	5 years experience	High School Diploma or G.E.D. or equivalent combination of education and expert experience in subject matter area(s) such as finance, software applications, or unique business processes.	Direct support of customer's business processes.

<b>EXECUSYS, INC. LABOR CATEGORY SUBSTITUTIONS INFORMATION</b>
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ExecuSys, Inc. will provide only people who meet or exceed the minimum qualifications within the labor category descriptions stated herein. ExecuSys, Inc. labor categories provide for substituting experience for minimum education requirements and substituting educational degrees for years of experience. These substitutions are allowed for all ExecuSys labor categories unless specified in the description.

*Allowable Substitutions*

The table below presents the allowable substitutions based on the education and experience of the labor categories in the Pricelist. Experience should be professional and job related, however it does not have to be specific to the project to be accomplished. However, if a degree is used in place of experience, the degree should be related to the project or task.

<b>DEGREE</b>	<b>DEGREE AND EXPERIENCE SUBSTITUTION</b>	<b>RELATED EXPERIENCE SUBSTITUTION</b>
		In general, two years project related experience may be substituted for each year short of the required degree. Unless otherwise specified in the job description.
Associate's	4 Years	4 Years
Bachelor's	Associate's + 4 Years	8 Years
Master's	Bachelor's + 4 Years	12 Years
Doctorate	Master's + 4 Years	16 Years

**EXECUSYS, INC. PRODUCTS AND SERVICES DESCRIPTIONS AND PRICING**

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
				<b>SOFTWARE PRODUCTS</b>				
ExecuSys	DSS01	1	Ea.	<b>Graphical Enterprise Management System (GEMS) - Version 2.9.75</b> - GEMS is an Internet-based Decision Support and Data Warehousing System that delivers key information to decision makers throughout an organization. GEMS is a core framework that can be configured and optimized according to your information assets and "business intelligence." GEMS is designed to effectively link multiple disparate systems into an organized Data Warehouse. GEMS is comprised of modules designed around an organization's structure, systems, mission, financial management requirements, key performance metrics and other information needed to support the decision support process (i.e. Organization, Contracts, Customers, Programs, etc.). It is a data driven, object-oriented system that is fully configurable and modifiable. GEMS uses an automated Open Data Base Connectivity (ODBC) "Scheduling Data Consolidation Engine" and utilizes OLAP (On-Line Analytical Processing) technology to present this integrated information. GEMS license serves a single geographical location with up to 500 users.	132-33	\$60,450.00	US	90 Days
ExecuSys	POS01	1	Ea.	<b>mPACT! - Version 6.5</b> - mPACT! is a Windows 32-bit Point-of-Sales management system for the automotive service industry. mPACT! Track vehicle history, processes work orders, manages customer accounts, controls inventories, and integrates with industry standard Parts and Labor Databases. Purchase price includes 3 years of maintenance, technical support (up to 2 hours per month) and software upgrades.	132-33	\$3,627.00	US	90 Days
ExecuSys	POS02	1	Ea.	<b>Pangaea POS Pro - Version 3.0</b> - Pangaea POS PRO is a Windows 32-bit Point-of-Sales management system for the retail industry. Pangaea POS Pro integrates inventory control, purchasing, receiving and accounts payable into one easy to use retail management application.	132-33	\$1,934.40	US	90 Days

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
ExecuSys	CAT01	1	Ea.	<b>LaserCat 2000 - Version 1.5</b> - LaserCat 2000TM is a Windows 32-bit Parts and Labor Database. Purchase price includes 3 years of maintenance, technical support (up to 2 hours per month) and software upgrades.	132-33	\$3,411.19	US	90 Days
				<b>SOFTWARE MAINTENANCE</b>				
ExecuSys	DSS01-a	1	Ea.	<b>Graphical Enterprise Management System (GEMS) - Version 2.9.75</b> - 2nd year maintenance.	132-34	\$7,405.13	US	N/A
ExecuSys	DSS01-b	1	Ea.	<b>Graphical Enterprise Management System (GEMS) - Version 2.9.75</b> - Yearly maintenance fee starting in year 3.	132-34	\$14,810.25	US	N/A
ExecuSys	POS02-a	1	Ea.	<b>Pangaea POS Pro - Version 3.0</b> - 2nd year maintenance.	132-34	\$236.96	US	N/A
ExecuSys	POS02-b	1	Ea.	<b>Pangaea POS Pro - Version 3.0</b> - Yearly maintenance fee starting in year 3.	132-34	\$473.93	US	N/A
				<b>HARDWARE REQUIREMENTS</b>				
				<b>The following are the recommended minimum hardware requirements. We have found that machines below these specifications do not perform up to the standards for most users. It is highly recommended that all hardware meet or exceed these minimum standards.</b>				
				<b>GEMS (Part # DSS01)</b>				
				<b>Web Server:</b> Pentium III 866 MHz w/256K Cache, 1Gigabyte of SDRAM, 27 Gigabyte Ultra3 SCSI Raid5 Disk Drives, Dual 10/100 NIC Cards.				
				<b>Database Server:</b> Dual Pentium III 866 MHz w/256K Cache, 1Gigabyte of SDRAM, 216 Gigabyte Ultra3 SCSI Raid5 Disk Drives, Dual 10/100 NIC Cards.				
				<b>Client:</b> Pentium 166 w/64MB RAM, NIC Card, Internet Explorer 5.0 or Netscape 4.0.				

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
				<b>mPACT! (Part # POS01)</b>				
				<b>Stand-Alone Machine:</b> Pentium 400 MHz w/64MB RAM, CD-ROM Drive, SVGA Video Card, Modem, 100MB Free Space, Windows 98.				
				<b>Server:</b> Pentium 400 MHz w/128MB RAM, CD-ROM Drive, SVGA Video Card, 10/100 NIC Card, 100MB Free Space, Windows 98.				
				<b>Client:</b> Pentium 400 MHz w/64MB RAM, CD-ROM Drive, SVGA Video Card, 10/100 NIC Card, 100MB Free Space, Windows 98.				
				<b>Pangaea POS Pro (Part # POS02)</b>				
				<b>Stand-Alone Machine:</b> Pentium 133 MHz w/64MB RAM, CD-ROM Drive, SVGA Video Card, 100MB Zip Drive, Modem, 100MB Free Space, Windows 95.				
				<b>Server:</b> Pentium 133 MHz w/64MB RAM, CD-ROM Drive, 10/100 NIC Card, SVGA Video Card, 100MB Zip Drive, 56K Modem, 100MB Free Space, Windows 95.				
				<b>Client:</b> Pentium 133 MHz w/32MB RAM, CD-ROM Drive, 10/100 NIC Card, SVGA Video Card, 56K Modem, 100MB Free Space, Windows 95.				
				<b>LaserCat 2000 (Part # CAT01)</b>				
				<b>Stand-Alone Machine:</b> Pentium 400 MHz w/64MB RAM, DVD-ROM Drive, SVGA Video Card, Modem, 100MB Free Space, Windows 95.				
				<b>Server:</b> Pentium 400 MHz w/128MB RAM, DVD-ROM Drive, SVGA Video Card, 10/100 NIC Card, 100MB Free Space, Windows 95.				
				<b>Client:</b> Pentium 400 MHz w/64MB RAM, DVD-ROM Drive, SVGA Video Card, 10/100 NIC Card, 100MB Free Space, Windows 95.				

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
				<b>EXECUSYS CORPORATE SITE TRAINING</b>				
				<b>Each course requires a minimum of 5 students and has a maximum of 10 students.</b>				
ExecuSys	TPOS01-1a	1	Ea.	<b>mPACT! Introduction - 1 Day:</b> Student(s) will learn to use mPACT! to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system.	132-50	\$441.33	US	
ExecuSys	TPOS01-2a	1	Ea.	<b>mPACT! Intermediate - 2 Days:</b> Student(s) will learn to configure mPACT to leverage the reporting module for management optimization (sales packages, inventory management, and cost control features). Hands-on. Must have completed Training Course TPOS01-1.	132-50	\$1,324.00	US	
ExecuSys	TDSS01-1a	1	Ea.	<b>GEMS Introduction - 1 Day:</b> Student(s) will learn GEMS end user interface and functions. Hands-on. Must have Browser knowledge and navigation of web application(s).	132-50	\$544.05	US	
ExecuSys	TDSS01-2a	1	Ea.	<b>GEMS Intermediate - 3 Days:</b> Student(s) will learn GEMS design techniques and how to use the GEMS Toolset. Hands-on. Must have completed Training Course TOSS01-1.	132-50	\$1,632.15	US	
ExecuSys	TDSS01-3a	1	Ea.	<b>GEMS Advanced - 5 Days:</b> Student(s) will learn GEMS layout techniques to build and modify data cube(s), charts, queries and data transformation services. Hands-on. Must have completed Training Course TDSS01-2.	132-50	\$2,720.25	US	
ExecuSys	TPOS02-1a	1	Ea.	<b>Pangaea POS Pro Introduction - 1 Day:</b> Student(s) will learn to use POS Pro to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system.	132-50	\$441.33	US	
ExecuSys	TPOS02-2a	1	Ea.	<b>Pangaea POS Pro Intermediate - 2 Days:</b> Student(s) will learn to configure POS Pro to leverage the reporting module for management optimization. Hands-on. Must have completed Training Course TPOS02-1.	132-50	\$1,324.00	US	
ExecuSys	TCAT01-	1	Ea.	<b>LaserCat 2000 - 1 Day:</b> Student(s) will learn to configure LaserCat	132-50	\$441.33	US	

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
	1a			2000 and access Labor/Parts Catalog. Hands-on. Must have prior use of POS system with Labor/Parts Catalog.				
				<b>EXECUSYS CUSTOMER SITE TRAINING</b>				
				<b>Each course requires a minimum of 5 students and a maximum of 10 students. For courses conducted at the customer's site: The customer must provide a training facility w/PC projector, whiteboard, network, servers and computers preconfigured with appropriate software. Appropriate physical and computer security is the responsibility of the customer.</b>				
ExecuSys	TPOS01-1b	1	Ea.	<b>mPACT! Introduction - 1 Day:</b> Student(s) will learn to use mPACT! to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system. Customer Site, Minimum 5 Students. (cost per Student)	132-50	\$1,075.41	US	
ExecuSys	TPOS01-2b	1	Ea.	<b>mPACT! Intermediate - 2 Days:</b> Student(s) will learn to configure mPACT to leverage the reporting module for management optimization (sales packages, inventory management, and cost control features). Hands-on. Must have completed Training Course TPOS01-1. Customer Site, Minimum 5 Students. (cost per Student)	132-50	\$1,959.12	US	
ExecuSys	TDSS01-1b	1	Ea.	<b>GEMS Introduction - 1 Day:</b> Student(s) will learn GEMS end user interface and functions. Hands-on. Must have Browser knowledge and navigation of web application(s). Customer Site. (cost for 5 Students)	132-50	\$5,893.88	US	
ExecuSys	TDSS01-1c	1	Ea.	<b>GEMS Introduction - 1 Day:</b> Student(s) will learn GEMS end user interface and functions. Hands-on. Must have Browser knowledge and navigation of web application(s). Customer Site. (cost for 6 Students)	132-50	\$6,437.93	US	
ExecuSys	TDSS01-1d	1	Ea.	<b>GEMS Introduction - 1 Day:</b> Student(s) will learn GEMS end user interface and functions. Hands-on. Must have Browser knowledge and navigation of web application(s). Customer Site. (cost for 7 Students)	132-50	\$6,981.98	US	
ExecuSys	TDSS01-1e	1	Ea.	<b>GEMS Introduction - 1 Day:</b> Student(s) will learn GEMS end user	132-50	\$7,526.03	US	

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
				interface and functions. Hands-on. Must have Browser knowledge and navigation of web application(s). Customer Site. (cost for 8 Students)				
ExecuSys	TDSS01-1f	1	Ea.	<b>GEMS Introduction - 1 Day:</b> Student(s) will learn GEMS end user interface and functions. Hands-on. Must have Browser knowledge and navigation of web application(s). Customer Site. (cost for 9 Students)	132-50	\$8,070.08	US	
ExecuSys	TDSS01-1g	1	Ea.	<b>GEMS Introduction - 1 Day:</b> Student(s) will learn GEMS end user interface and functions. Hands-on. Must have Browser knowledge and navigation of web application(s). Customer Site. (cost for 10 Students)	132-50	\$8,614.13	US	
ExecuSys	TDSS01-2b	1	Ea.	<b>GEMS Intermediate - 3 Days:</b> Student(s) will learn GEMS design techniques and how to use the GEMS Toolset. Hands-on. Must have completed Training Course TOSS01-1. Customer Site. (cost for 5 Students)	132-50	\$11,334.38	US	
ExecuSys	TDSS01-2c	1	Ea.	<b>GEMS Intermediate - 3 Days:</b> Student(s) will learn GEMS design techniques and how to use the GEMS Toolset. Hands-on. Must have completed Training Course TOSS01-1. Customer Site. (cost for 6 Students)	132-50	\$12,966.53	US	
ExecuSys	TDSS01-2d	1	Ea.	<b>GEMS Intermediate - 3 Days:</b> Student(s) will learn GEMS design techniques and how to use the GEMS Toolset. Hands-on. Must have completed Training Course TOSS01-1. Customer Site. (cost for 7 Students)	132-50	\$14,598.68	US	
ExecuSys	TDSS01-2e	1	Ea.	<b>GEMS Intermediate - 3 Days:</b> Student(s) will learn GEMS design techniques and how to use the GEMS Toolset. Hands-on. Must have completed Training Course TOSS01-1. Customer Site. (cost for 8 Students)	132-50	\$16,230.83	US	
ExecuSys	TDSS01-2f	1	Ea.	<b>GEMS Intermediate - 3 Days:</b> Student(s) will learn GEMS design techniques and how to use the GEMS Toolset. Hands-on. Must have completed Training Course TOSS01-1. Customer Site. (cost for 9 Students)	132-50	\$17,862.98	US	
ExecuSys	TDSS01-2g	1	Ea.	<b>GEMS Intermediate - 3 Days:</b> Student(s) will learn GEMS design techniques and how to use the GEMS Toolset. Hands-on. Must have completed Training Course TOSS01-1. Customer Site. (cost for 10 Students)	132-50	\$19,495.13	US	
ExecuSys	TDSS01-	1	Ea.	<b>GEMS Advanced - 5 Days:</b> Student(s) will learn GEMS layout	132-50	\$16,774.88	US	

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
	3b			techniques to build and modify data cube(s), charts, queries and data transformation services. Hands-on. Must have completed Training Course TDSS01-2. Customer Site. (cost for 5 Students)				
ExecuSys	TDSS01-3c	1	Ea.	<b>GEMS Advanced - 5 Days:</b> Student(s) will learn GEMS layout techniques to build and modify data cube(s), charts, queries and data transformation services. Hands-on. Must have completed Training Course TDSS01-2. Customer Site. (cost for 6 Students)	132-50	\$19,495.13	US	
ExecuSys	TDSS01-3d	1	Ea.	<b>GEMS Advanced - 5 Days:</b> Student(s) will learn GEMS layout techniques to build and modify data cube(s), charts, queries and data transformation services. Hands-on. Must have completed Training Course TDSS01-2. Customer Site. (cost for 7 Students)	132-50	\$22,215.38	US	
ExecuSys	TDSS01-3e	1	Ea.	<b>GEMS Advanced - 5 Days:</b> Student(s) will learn GEMS layout techniques to build and modify data cube(s), charts, queries and data transformation services. Hands-on. Must have completed Training Course TDSS01-2. Customer Site. (cost for 8 Students)	132-50	\$24,935.63	US	
ExecuSys	TDSS01-3f	1	Ea.	<b>GEMS Advanced - 5 Days:</b> Student(s) will learn GEMS layout techniques to build and modify data cube(s), charts, queries and data transformation services. Hands-on. Must have completed Training Course TDSS01-2. Customer Site. (cost for 9 Students)	132-50	\$27,655.88	US	
ExecuSys	TDSS01-3g	1	Ea.	<b>GEMS Advanced - 5 Days:</b> Student(s) will learn GEMS layout techniques to build and modify data cube(s), charts, queries and data transformation services. Hands-on. Must have completed Training Course TDSS01-2. Customer Site. (cost for 10 Students)	132-50	\$30,376.13	US	
ExecuSys	TPOS02-1b	1	Ea.	<b>Pangaea POS Pro Introduction - 1 Day:</b> Student(s) will learn to use POS Pro to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system. Customer Site. (cost for 5 Students)	132-50	\$5,380.29	US	
ExecuSys	TPOS02-1c	1	Ea.	<b>Pangaea POS Pro Introduction - 1 Day:</b> Student(s) will learn to use POS Pro to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system. Customer Site. (cost for 6 Students)	132-50	\$5,821.63	US	
ExecuSys	TPOS02-1d	1	Ea.	<b>Pangaea POS Pro Introduction - 1 Day:</b> Student(s) will learn to use POS Pro to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system. Customer Site. (cost for 7 Students)	132-50	\$6,262.96	US	
ExecuSys	TPOS02-1e	1	Ea.	<b>Pangaea POS Pro Introduction - 1 Day:</b> Student(s) will learn to	132-50	\$6,704.29	US	

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
				use POS Pro to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system. Customer Site. (cost for 8 Students)				
ExecuSys	TPOS02-1f	1	Ea.	<b>Pangaea POS Pro Introduction - 1 Day:</b> Student(s) will learn to use POS Pro to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system. Customer Site. (cost for 9 Students)	132-50	\$7,145.63	US	
ExecuSys	TPOS02-1g	1	Ea.	<b>Pangaea POS Pro Introduction - 1 Day:</b> Student(s) will learn to use POS Pro to perform system startup and basic Point of Sales functions. Hands-on. Must have prior use of POS system. Customer Site. (cost for 10 Students)	132-50	\$7,586.96	US	
ExecuSys	TPOS02-2b	1	Ea.	<b>Pangaea POS Pro Intermediate - 2 Days:</b> Student(s) will learn to configure POS Pro to leverage the reporting module for management optimization. Hands-on. Must have completed Training Course TPOS02-1. Customer Site. (cost for 5 Students)	132-50	\$9,793.63	US	
ExecuSys	TPOS02-2c	1	Ea.	<b>Pangaea POS Pro Intermediate - 2 Days:</b> Student(s) will learn to configure POS Pro to leverage the reporting module for management optimization. Hands-on. Must have completed Training Course TPOS02-1. Customer Site. (cost for 6 Students)	132-50	\$11,117.63	US	
ExecuSys	TPOS02-2d	1	Ea.	<b>Pangaea POS Pro Intermediate - 2 Days:</b> Student(s) will learn to configure POS Pro to leverage the reporting module for management optimization. Hands-on. Must have completed Training Course TPOS02-1. Customer Site. (cost for 7 Students)	132-50	\$12,441.63	US	
ExecuSys	TPOS02-2e	1	Ea.	<b>Pangaea POS Pro Intermediate - 2 Days:</b> Student(s) will learn to configure POS Pro to leverage the reporting module for management optimization. Hands-on. Must have completed Training Course TPOS02-1. Customer Site. (cost for 8 Students)	132-50	\$13,765.63	US	
ExecuSys	TPOS02-2f	1	Ea.	<b>Pangaea POS Pro Intermediate - 2 Days:</b> Student(s) will learn to configure POS Pro to leverage the reporting module for management optimization. Hands-on. Must have completed Training Course TPOS02-1. Customer Site. (cost for 9 Students)	132-50	\$15,089.63	US	
ExecuSys	TPOS02-2g	1	Ea.	<b>Pangaea POS Pro Intermediate - 2 Days:</b> Student(s) will learn to configure POS Pro to leverage the reporting module for management optimization. Hands-on. Must have completed Training Course TPOS02-1. Customer Site. (cost for 10 Students)	132-50	\$16,413.63	US	
ExecuSys	TCAT01-	1	Ea.	<b>LaserCat 2000 - 1 Day:</b> Student(s) will learn to configure LaserCat	132-50	\$5,380.29	US	

Manf.	ExecuSys Part No.	Qty.	Unit Issue	Product Name	SIN	GSA Price Effective 01/01/04	Production Point	Prod. Wrnty.
	1b			2000 and access Labor/Parts Catalog. Hands-on. Must have prior use of POS system with Labor/Parts Catalog. Customer Site. (cost for 5 Students)				
ExecuSys	TCAT01-1c	1	Ea.	<b>LaserCat 2000 - 1 Day:</b> Student(s) will learn to configure LaserCat 2000 and access Labor/Parts Catalog. Hands-on. Must have prior use of POS system with Labor/Parts Catalog. Customer Site. (cost for 6 Students)	132-50	\$5,821.63	US	
ExecuSys	TCAT01-1d	1	Ea.	<b>LaserCat 2000 - 1 Day:</b> Student(s) will learn to configure LaserCat 2000 and access Labor/Parts Catalog. Hands-on. Must have prior use of POS system with Labor/Parts Catalog. Customer Site. (cost for 7 Students)	132-50	\$6,262.96	US	
ExecuSys	TCAT01-1e	1	Ea.	<b>LaserCat 2000 - 1 Day:</b> Student(s) will learn to configure LaserCat 2000 and access Labor/Parts Catalog. Hands-on. Must have prior use of POS system with Labor/Parts Catalog. Customer Site. (cost for 8 Students)	132-50	\$6,704.29	US	
ExecuSys	TCAT01-1f	1	Ea.	<b>LaserCat 2000 - 1 Day:</b> Student(s) will learn to configure LaserCat 2000 and access Labor/Parts Catalog. Hands-on. Must have prior use of POS system with Labor/Parts Catalog. Customer Site. (cost for 9 Students)	132-50	\$7,145.63	US	
ExecuSys	TCAT01-1g	1	Ea.	<b>LaserCat 2000 - 1 Day:</b> Student(s) will learn to configure LaserCat 2000 and access Labor/Parts Catalog. Hands-on. Must have prior use of POS system with Labor/Parts Catalog. Customer Site. (cost for 10 Students)	132-50	\$7,586.96	US	

**SALES AND SERVICE POINTS**

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