



FULLY EXECUTED

Contract Number: 4400014555
Original Contract Effective Date: 05/21/2015
Valid From: 06/01/2015 To: 07/24/2027

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Hosler Raeden
Phone: 717-787-4103
Fax:

Your SAP Vendor Number with us: 476139

Supplier Name/Address:

COMPANION DATA SERVICES LLC
120 E AT ALPINE ROAD AF 789
COLUMBIA SC 29219-0001 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 803-264-3610

Supplier Fax Number: 803-264-2999

Contract Name:

GSA PA - CDS (DocFinity Services)

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	IT Professional Services	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This Participating Addendum with Companion Data Services LLC. is for the purchase of DocFinity Professional Services via GSA Schedule 70 Contract #GS-35F-0530Y. For additional information on available services please refer to Exhibit A of the Participating Addendum document.

7.16.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

7.13.22 - Contract extended per GSA notification to 7.24.27. rsh

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT ID CODE	PAGE OF PAGES 1 2
AMENDMENT/MODIFICATION NUMBER PO-0074		3. EFFECTIVE DATE Jul 25, 2022	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable) MAS
6. ISSUED BY General Services Administration GSA FAS 3QSAC 100 S INDEPENDENCE MALL WEST PHILADELPHIA PA 19106			7. ADMINISTERED BY (If other than Item 6) GSA/FAS/TTL/QMAAB 50 UNITED NATIONS PLAZA SAN FRANCISCO CA 94102	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) COMPANION DATA SERVICES, LLC I-20 ALPINE RD AF-789 COLUMBIA, SC 292190001			(X)	9A AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS-35F-0530Y 10B. DATED (SEE ITEM 13) Jul 25, 2012
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.			
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) See Block 13 Notes...			
E.	IMPORTANT: Contractor: <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above referenced contract, awarded 07/24/2012, is hereby modified as follows: TDR Applies to this Contract A. Pursuant to Clause I-FSS-163, FAR 17.207 and GSAM 517-2 the option is hereby exercised to extend the term of the contract. The five (5) year period of performance for Option 2 is from July 25, 2022 to July 25, 2027. The total contract period is now July 25, 2012 to July 25, 2027. Except as provided herein, all terms and conditions of the document referenced in Item 9A Contract are unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) GSA Initiated Mod			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Burrell	
15B. CONTRACTOR/OFFEROR Signature Not Required <small>(Signature of person authorized to sign)</small>		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By Signed electronically See above <small>(Signature of Contracting Officer)</small>	
			16C. DATE SIGNED Jun 29, 2022	



FULLY EXECUTED

Contract Number: 4400014555
Original Contract Effective Date: 05/21/2015
Valid From: 06/01/2015 To: 07/24/2022

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Hosler Raeden
Phone: 717-787-4103
Fax:

Your SAP Vendor Number with us: 476139

Supplier Name/Address:

COMPANION DATA SERVICES LLC
120 E AT ALPINE ROAD AF 789
COLUMBIA SC 29219-0001 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 803-264-3610

Supplier Fax Number: 803-264-2999

Contract Name:

GSA PA - CDS (DocFinity Services)

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	IT Professional Services	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This Participating Addendum with Companion Data Services LLC. is for the purchase of DocFinity Professional Services via GSA Schedule 70 Contract #GS-35F-0530Y. For additional information on available services please refer to Exhibit A of the Participating Addendum document.

7.16.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED

Contract Number: 4400014555
Original Contract Effective Date: 05/21/2015
Valid From: 06/01/2015 To: 07/24/2022

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Millovich Joseph
Phone: 717-214-3434
Fax: 717-783-6241

Your SAP Vendor Number with us: 476139

Supplier Name/Address:

COMPANION DATA SERVICES LLC
120 E AT ALPINE ROAD AF 789
COLUMBIA SC 29219-0001 US

Supplier Phone Number: 803-264-3610

Supplier Fax Number: 803-264-2999

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:

GSA PA - CDS (DocFinity Services)

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	IT Professional Services	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This Participating Addendum with Companion Data Services LLC. is for the purchase of DocFinity Professional Services via GSA Schedule 70 Contract #GS-35F-0530Y. For additional information on available services please refer to Exhibit A of the Participating Addendum document.

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

Contract No. 4400014555

**PARTICIPATING ADDENDUM
FEDERAL SUPPLY SERVICE INFORMATION
TECHNOLOGY SCHEDULE 70 CONTRACT
Schedule 70, IT Solutions and Electronics, General Purpose Commercial Informational
Technology Equipment, Software and Services**

This Participating Addendum ("Addendum") is entered into pursuant to the Federal Supply Service Information Technology Schedule 70 Contract for General Purpose Commercial Information Technology Equipment, Software, and Services ("Federal Supply Contract"), between **Companion Data Services, LLC** ("the Contractor") and the United States General Services Administration ("GSA") (GSA Contract #GS-35F-0530Y). The parties to this Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** ("Commonwealth") acting through its **Governor's Office of Administration** ("OA").

WHEREAS, GSA, pursuant to law governing federal acquisitions, entered into the Federal Supply Contract with the Contractor, pursuant to which the Contractor provides Information Technology Professional Products and Services as described in the Federal Supply Contract to federal agencies; and

WHEREAS, the Commonwealth desires to participate in the Federal Supply Contract as an additional contracting party to procure Information Technology Equipment, Software and Services from the Contractor under the Federal Supply Contract.

WHEREAS, the Commonwealth is authorized under Section 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa.C.S. §§1902, 1908, to undertake and make this type of contractual arrangement.

NOW THEREFORE, intending to be legally bound hereby, OA and the Contractor agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated by reference as a material part of this Addendum.
2. **EFFECTIVE DATE.** This Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Addendum to the Contractor. This Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Federal Supply Contract, or (b) termination of this Addendum in accordance with its terms or the terms of the Federal Supply Contract. If the Federal Supply Contract is renewed or extended, this Addendum shall automatically renew or extend for a term consistent with the term of the Federal Supply Contract.
3. **SUPPLYS AND SERVICES AVAILABLE TO PROCURE.** The Commonwealth may procure only those items and/or services from the Federal Supply Contract as set forth on Exhibit A, which is attached hereto and made part of this Addendum. Any item and/or

service provided by the Contractor through the Federal Supply Contract but not listed on Exhibit A, may be added or substituted to this Addendum at the sole discretion of OA.

4. **MAINTENANCE.** Unless prohibited by the Federal Supply Contract, Contractor may provide software and/or hardware maintenance ("Maintenance") to the Commonwealth through this Addendum. Contractor may provide Maintenance to the Commonwealth for up to one (1) year beyond the expiration date of the Federal Supply Contract if a purchase order for such services is executed prior to the expiration date of this Addendum and the Federal Supply Contract.
5. **ADDENDUM TERMS.** OA and the Contractor agree to be bound to the Terms and Conditions set forth in this Addendum.
6. **FEDERAL SUPPLY CONTRACT TERMS.** OA and the Contractor agree to be bound by the prices, terms, and conditions as stated in the Federal Supply Contract, which is made a part of this Addendum and incorporated by reference.
7. **ORDER OF PRECEDENCE.** To the extent that there is a conflict between this Addendum and the Federal Supply Contract, the terms and conditions of this Addendum shall take precedence.
8. **COMMONWEALTH OF PENNSYLVANIA ADDENDUM PARTICIPANTS.** This Addendum may be used by all Commonwealth agencies as that term is defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. §103, and by all local public procurement units, as that term is defined in Section 1901 of the Commonwealth Procurement Code, 62 Pa.C.S. §1901.
9. **ELECTRONIC SIGNATURES.** This Participating Addendum will be executed electronically by the Commonwealth. The Commonwealth and the Contractor specifically agree as follow:
 - (a) No handwritten signature shall be required in order for this Addendum to be legally enforceable.
 - (b) The parties agree that no writing shall be required in order to make this Addendum legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of this Addendum under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements must be in writing and signed by the party bound thereby. This Addendum, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of this Addendum under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgment were not in writing or signed by the parties.

- 10. PURCHASE ORDERS.** The Commonwealth may issue purchase orders against this Addendum directly with the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency. All orders placed against this Addendum shall be based on the terms of this Addendum and the Contractor's Federal Supply Contract terms and prices. All purchase orders issued in accordance with the Addendum received by the Contractor up to and including the expiration date of the Addendum must be performed in accordance with the purchase order. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Addendum.

Purchase orders may not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for a purchase order issued in accordance with this Addendum to be legally enforceable.
- (b) Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth transmitting the order has properly received an acknowledgement.
- (c) The parties agree that no writing shall be required in order to make a purchase order issued in accordance with the Addendum legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically and issued in accordance with the Addendum under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued in accordance with the Addendum and issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements issued in accordance with the Addendum under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgement issued in accordance with the Addendum and shall be deemed to

be genuine for all purposes if it is transmitted to the location designated for such documents.

- (d) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

11. INFORMATION TECHNOLOGY BULLETIN (ITB) COMPLIANCE. Contractor is required to comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT), for the Commonwealth enterprise. See:

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

12. BACKGROUND CHECKS.

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Upon request of the Commonwealth, the Contractor must provide written confirmation that the background checks have been conducted.
- (c) If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (d) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein. Nothing in this section shall be deemed to require the Contractor to provide the Commonwealth with confidential or personal information of its employees.
- (e) Commonwealth POs may require Contractor to access confidential and/or secure data. In the event that access to such data is required, the individual PO will

specify the Contractor's responsibilities, which may include, but are not limited to, employees signing confidentiality statements and documentation of employee background checks. Failure of the Contractor to comply with the confidentiality and security requirements of the PO may result in default of the Contractor under this Addendum.

13. INSURANCE.

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - (1) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).
 - (2) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Addendum, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.
- (b) Prior to commencing work under the Addendum, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.
- (c) The Contractor agrees to maintain such insurance for the life of the Addendum.
- (d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 6 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the Addendum that Contractor has sufficient assets to cover such losses.

14. **CONTROLLING LAW.** The Addendum and all orders issued pursuant thereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.
15. **CONTRACT CONTROVERSIES.** In the event of a controversy, dispute or claim arising from the Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

If the matter cannot be worked out between the parties, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims, if the claim involves a Commonwealth executive or independent agency or a state-affiliated entity. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Agreement or the addendum in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the addendum.

16. **COMMONWEALTH HELD HARMLESS**

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will

cooperate with all reasonable requests of Contractor made in the defense of such suits.

- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

17. COSTARS PROGRAM. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

- (a) Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.

- (1) A "local public procurement unit" is:
- Any political subdivision;
 - Any public authority;
 - Any tax exempt, nonprofit educational or public health institution or organization;
 - Any nonprofit fire, rescue, or ambulance company; and
 - To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

- (2) A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

- (b) COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that

it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

- (c) DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.
- (d) Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- (e) The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
 - (1) Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to GSPACostars@state.pa.us or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS's written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
 - (2) The Contractor shall include on each report the Contractor's name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
 - (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- (f) Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at <http://www.dgsweb.state.pa.us/COSTARSReg/RegForm.aspx>.
 - (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the

potential purchaser to the DGS COSTARS Website at <http://www.dgsweb.state.pa.us/COSTARSReg/RegForm.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently registered COSTARS member entities, please visit the COSTARS website.

- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

18. REPORTING REQUIREMENTS.

- (a) **Quarterly Reporting Requirements:** The Contractor shall provide to the Commonwealth's primary contact, a quarterly report detailing purchasing volume by the Commonwealth and its using agencies. The report shall also include all COSTARS purchases. A consistent reporting mechanism will be required and shall include, but not be limited to:
- (1) A Summary Report of purchases by each Commonwealth agency (item description, item number, serial number, subtotals, and totals), including the delivery order history indicating the receipt date of the purchase order, and the delivery date of equipment.
 - (2) A Performance Report indicating average delivery time for equipment, percentage of orders that were shipped incorrectly, failure rates ('dead on arrival'), and percentage of delivery orders resulting in backorder items.
 - (3) Usage reports as defined the Commonwealth.
 - (4) A Call-Tracking Report for warranty/maintenance support, which shall include:
 - Date of initial call, requesting agency, contact person, and nature of call
 - Date of initial Contractor response
 - Date and brief explanation of problem closure
 - (5) A Customer Satisfaction Report detailing Contractor performance in the areas of quality assurance, accuracy of equipment shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions. Contractor shall initiate customer satisfaction surveys indicating Contractor performance. The Commonwealth will determine the format and delivery mode of the survey.

- (b) **Monthly Reporting Requirements for Equipment Repair (if applicable):**
- (1) **Response and Fix Time by Agency:** Use SLA in the Federal Supply Contract if a SLA is not specified in the Commonwealth PO as the metric for on time performance. The report must include: agency name, incident location, model #, serial #, problem summary, call date & time, response date & time, time of trouble call to signed completion of call, fix date, fix time, and resolution summary.
 - (2) **Repeat calls by Agency:** Number of repeat calls totaling three (3) or more on a rolling 30-day basis by serial number.
 - (3) **General Monthly Status Report** to address all outstanding issues.
- (c) **Report Requirements:**
- (1) **Report Due Date:** The Contractor shall provide all reports to the Commonwealth no later than ten (10) days after the end of the applicable reporting period (month or quarter).
 - (2) **Report specifications:** All reports shall be in Microsoft Excel format. Download all requested reports to one Excel file. Use tabs to define each report. Ensure to label file, report, tabs and cells correctly. Ensure Commonwealth of Pennsylvania and COSTARS (if applicable) data is segregated and labeled correctly. Reports are to be sent to the Department of General Services.
- (d) Reports may be added or deleted as required by the Department of General Services.

19. ADDITIONAL REQUIREMENTS

- (a) **New Items.** All items offered by the Contractor must be new. A "new" item is one which will be used first by the Commonwealth after it is manufactured or produced. The provision of used, remanufactured or reconditioned items is not permissible. This clause shall not be construed to prohibit Contractors from offering goods, supplies, equipment materials, or printing with recycled content, provided the item is new.
- (b) **Electrical Requirements.** The Commonwealth will furnish suitable electrical current to operate equipment. All equipment **MUST** be UL approved. Any special voltage needed beyond the standard 110v must be indicated.
- (c) **Electronic Interface.** If indicated in writing by the Commonwealth, Contractor must have the ability to accept, process, and track POs electronically. The ability to provide electronic funds transfer and/or a seamless electronic interface to Commonwealth SAP/SRM accounting and procurement system is also required.

The Contractor must submit a monthly, or as needed by the respective agency, file to be imported into the Commonwealth's Remedy Asset Management System if equipment or hardware is being purchased.

- (d) **Energy Star Technology Equipment and Guidelines.** Unless the Commonwealth indicates otherwise in writing to the Contractor, the Contractor must provide equipment that meets the most recent set of U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines (<http://www.energystar.gov>). Installation, service and any other technical support performed under this contract, unless indicated otherwise in writing by the Commonwealth, must include the proper configuration of power management features according to the current Energy Star specifications for that class of equipment at the time of installation, service, or other technical support is provided. Unless indicated otherwise in writing by the Commonwealth, personnel involved in system integration, site customization, equipment maintenance and technical support must:
- (1) Ensure that power management features on all equipment remain installed and functional at all times.
 - (2) Carry out their services so as to maximize the energy efficiency of the installed product.
 - (3) Treat the malfunction of power management as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.
 - (4) For all equipment with ENERGY STAR power management features, all ENERGY STAR power management features must be fully activated upon delivery.
- (e) **Ongoing Environmental Initiatives.** If requested by the Commonwealth, the Contractor must work with the Commonwealth and interested environmental partners during the term of the Addendum to examine the feasibility of implementing environmental initiatives to minimize its environmental impact at manufacturing, assembly, warehouse, distribution and/or other facilities, including, but not limited to:
- (1) Toxic use reduction and/or waste prevention efforts
 - (2) Recycling and/or reuse (including the current recycling, reuse and/or remanufacture of computer equipment by or for COPA)
 - (3) Energy efficiency
 - (4) Natural resource conservation

- (5) Support future efforts aimed at improving the environmental design and performance of electronics in the marketplace. Such programs may include, but not be limited to, incorporating any upcoming Energy Star specifications into equipment design and meeting certification standards established by the Electronic Products Environmental Assessment Tool (EPEAT), a current project underway with funding provided by the US EPA. See details at <http://www.epeat.net>.

20. PRIMARY CONTACT. The Commonwealth's primary contact for this Addendum is as follows:

The Contractor's primary contact for this Addendum is as follows:

Mark Baker
Director, Contracts & Pricing, Companion Data Services, LLC
120 East at Alpine Road
Mailstop: AF-789
Columbia, SC 29219
(803) 264-3610
Fax: (803) 264-2999

- 21. NOTICE.** Any written notice to any party under this Addendum shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the Contractor, in an envelope addressed to the attention of:

Mark Baker
Director, Contracts & Pricing, Companion Data Services, LLC
120 East at Alpine Road
Mailstop: AF-789
Columbia, SC 29219
(803) 264-3610
Fax: (803) 264-2999

If to OA, in an envelope addressed to the attention of:

Thomas Teproovich
Bureau of IT Procurement
613 North St.
506 Finance Building
Harrisburg, PA 17120
tteprovich@pa.gov

22. **AUDIT PROVISIONS.** The Commonwealth, excluding information protected by privacy laws, shall have the right, at reasonable times and at a site designated by the OA, to audit the books, documents, and records of the Contractor to the extent that the books, documents, and records relate specifically to pricing data for this Addendum or order. The Contractor agrees to maintain records that will support the prices charged for this Addendum or any order.

The Contractor shall preserve books, documents, and records that relate to pricing data for this Addendum or any order for a period of three years from date of final payment.

23. **OFFSET PROVISIONS.** The Contractor agrees that the Commonwealth may set off the amount of any damages, state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

24. **TERMINATION PROVISIONS.** In addition to the termination provisions provided for default in the Federal Supply Contract, the Contractor and OA agree that the following additional termination provisions will apply to the Addendum between the Contractor and OA.

(a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Addendum or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

(b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Addendum or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or contract purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

25. **CONTRACTOR INTEGRITY PROVISIONS.** It is essential that those who seek to contract with the Commonwealth of Pennsylvania observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- (a) **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
- (1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - (3) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - (4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (5) "Financial Interest" means either:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
 - (7) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- (2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification

cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- (7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make

identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

26. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE. During the term of this Addendum, the Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this

Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- (d) The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (g) The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (h) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

27. CONTRACTOR RESPONSIBILITY PROVISIONS

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if

the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

28. AMERICANS WITH DISABILITIES ACT. During the term of this Addendum, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the

Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.

- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

29. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this provision #53, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the

Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

30. ENTIRE AGREEMENT. This Addendum and the Federal Supply Contract, together with their exhibits, set forth the entire agreement between the parties concerning the Commonwealth's procurement of information technology professional products and services from the Contractor. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum the day and year first above written.

Commonwealth of PA Contract No. 4400014555
CDS GSA Schedule No.GS-35F-0530Y

Exhibit A

Summary of Services

1. Project management services
2. Hardware planning services for deployment and integration consulting
3. System build-out consulting
4. Software installation
5. System design and planning services
6. System configuration services
7. Migration planning services
8. Data Scrubbing services
9. Unit test plan consulting
10. End-user training development and delivery
11. User acceptance consulting
12. Load test consulting services
13. Deployment Consulting
14. Bulk import services
15. Project discovery for additional departments



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE, AND SERVICES**

FSC GROUP: 70

SIN 132-32 Term Software Licenses

FSC Class 7030 - Information technology Software Microcomputers

Application Software

SIN 132.32 Software Maintenance as a Product

SIN 132-33 Perpetual Software Licenses

FSC Class 7030 - Information technology Software Microcomputers

Application Software

SIN 132-34 Maintenance of Software as a Service

SIN 132-50 Training Courses

SIN 132-51 Information Technology Professional Services

FPDS Code D306 IT System Analysis Services

FPDS Code D311 IT Data Conversion Services

**Companion Data Services, LLC
I-20 at Alpine Road, AA-278
Columbia, SC 29219**

Phone: 803.264.3610 Fax: 803.264.2999

<https://www.companiondataservices.com>

GS_35F-0530Y

Period Covered by Contract: July 25, 2012 through July 24, 2017

Prices current through Modification PA-0007, effective date 12-13-13

List of Mass Mod Approvals

Mod #:	Title:	Date of Action
A308	Schedule 70 Refresh 31	2/4/2013
A344	Removal of Clause I-FSS-125	12/19/2013
A345	Schedule 70 Refresh 32	10/21/2013
A377	Schedule 70 Refresh 33	7/8/2014

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

- SIN 132-32 Term Software Licenses – See pages 12-16
- SIN 132-33 Perpetual Software Licenses – See pages 12-16
- SIN 132-34 Maintenance of Software as a Service – See pages 12-16
- SIN 132-50 Training Courses – See pages 17 to 18
- SIN 132-51 Information Technology Professional Services - – See pages 19 to 23
- Awarded Pricing – See pages 24 to 27.

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

- 132-32 - Optical Image Technology, Inc. item DAM-112-U (1000+) for \$18.82.
- 132-33 – Optical Image Technology, Inc. item DU-111 (1000+) for \$94.12.
- 132-34 – Optical Image Technology, Inc. item DMSV-200-1 for \$188.24.
- 132-50 – Optical Image Technology, Inc. item DCPT-201-3 for \$1,411.79.
- 132-51 - Companion Data Services, LLC services Database Administrator and Endeavor Support Specialist for \$120.87 each.

1c. HOURLY RATES (Services Only): See page 23.

2. MAXIMUM ORDER:

\$500,000 per SIN/per Order for SINs 132-32, 132-33, 132-34 and 132-51

\$25,000 per SIN/per Order 132-50

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic, 48 States, Alaska, Hawaii, Puerto Rico, Washington DC, and US Territories.

5. POINT(S) OF PRODUCTION: Columbia, SC, Richland County

6. DISCOUNT FROM LIST PRICES: Government prices are net.

7. QUANTITY DISCOUNT(S): Additional 1% discount for single orders exceeding \$300,000 for all awarded SINs.

8. PROMPT PAYMENT TERMS: .25% Net 20 or 0% Net 30 days from receipt of invoice or date of acceptance, whichever is later.

9a. Government Purchase Cards are accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards are not accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None.

11a. TIME OF DELIVERY:

SINs 132-32, 132-33 & 132-34

Normal Delivery: 30 Days

SINs 132-50

Per course schedule or as mutually agreed

SINs 132-51

As mutually agreed

11b. EXPEDITED DELIVERY: As negotiated on the task order level

11c. OVERNIGHT AND 2-DAY DELIVERY: As negotiated on the task order level

11d. URGENT REQUIRMENTS: As negotiated on the task order level

12. FOB POINT: DESTINATION.

13a. ORDERING ADDRESS:

Companion Data Services, LLC
I-20 at Alpine Road, AA-278
Columbia, SC 29219

Phone: 803.264.3610

Fax: 803.264.2999

<https://www.companiondataservices.com>

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS:

Companion Data Services, LLC
Attn: CDS Finance-AF-789
2401 Faraway Drive
Columbia, SC 29219

15. WARRANTY PROVISION: See pages 22 to 26.

16. EXPORT PACKING CHARGES: Not applicable.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
Accepted at or below and above the micro-purchase level.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A
19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: See pages 18 to 22.
21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 Compliance for EIT: See pages 5 to 11.
25. DUNS NUMBER: 362904331
26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM OF AWARD MANAGEMENT (SAM) DATABASE: Cage Code 8ADG0

VPAT™

Voluntary Product Accessibility Template

Date: 11/30/2012

Name of Product: **Docfinity from Optical Image Technology, Inc**

Contact for more Information

Richard Christian/443-261-8844

richard.christian@companiondataservices.com

Summary Table

VPAT™

<i>Criteria</i>	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems	Generally supported.	
Section 1194.22 Web-based Internet Information and Applications	Generally supported.	
Section 1194.31 Functional Performance Criteria	Generally supported.	
Section 1194.41 Information, Documentation and Support	Supported.	

Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Criteria	Supporting Features	Remarks and explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supported with minor exceptions.	
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	Supported.	
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supported.	
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supported with minor exceptions.	Financially infeasible to implement JAWS.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supported.	
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supported with minor exceptions.	Flash Player does not use native controls.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supported.	

(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supported.	
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supported.	
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supported.	
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supported.	
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Partially supported	Tooltips are used in most places

Section 1194.22 Web-based Internet information and applications – Detail
VPAT™

Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supported.	
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable.	
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Supported.	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable.	
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable.	
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable.	
(g) Row and column headers shall be identified for data tables.	Supported.	
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable.	
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Supported.	
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable.	

(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Supported.	
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Limited support	Portable Document Format forms can be passed to users in BPM
(o) A method shall be provided that permits users to skip repetitive navigation links.	Supported.	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable.	

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

C:\Users\RRM_Toshiba\AppData\Local\Microsoft\Documents and Settings\prichard\Local Settings\Local Settings\Temporary Internet Files\OLK42\VPAT.html

C:\Users\RRM_Toshiba\AppData\Local\Microsoft\Documents and Settings\prichard\Local Settings\Local Settings\Temporary Internet Files\OLK42\VPAT.html

Section 1194.31 Functional Performance Criteria – Detail
VPAT™

Criteria	Supporting Features	Remarks and explanations
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supported with minor exceptions.	Graphic design tools require vision
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supported with exceptions.	Not operationally feasible.
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supported.	
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supported.	
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supported.	
(f) At least one mode of operation and information retrieval that does not require fine motor control or	Supported.	

simultaneous actions and that is operable with limited reach and strength shall be provided.		
--	--	--

<C:\Users\RRM Toshiba\AppData\Local\Microsoft\Documents and Settings\prichard\Local Settings\Local Settings\Temporary Internet Files\OLK42\VPAT.html>

<i>Section 1194.41 Information, Documentation and Support – Detail</i>		
VPAT™		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supported.	
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supported.	
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supported.	

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

1.
INSPECTION/ACCEPTANCE

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

2. **ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3.
GUARANTEE/WARRANTY

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

Optical Image Technology, Inc (OIT) warrants that the media on which a Product is furnished to be free from defects in materials and workmanship for ninety (90) days from the date of delivery to CUSTOMER. OIT warrants that the Licensed Software, as delivered by OIT, is an accurate version and will reasonably conform to the material specifications as described in The Licensed Documentation. OIT warrants the provision of expedient and professional service and support when problems and errors with the software occur in a manner consistent with industry standards.

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

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

4. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1.814.238.0006 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7am to 7pm eastern time.

5. **SOFTWARE MAINTENANCE**

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

1. Software Maintenance as a Product (SIN 132-32)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs,

discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

 X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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

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

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

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

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

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

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

- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of _____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to

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

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

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

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

Optical Image Technology, Inc:

Supported Operating Systems:

Microsoft Windows Server

Red Hat Enterprise Linux

SUSE Linux Enterprise

SUSE Linx Enterprise for IBM System Z

Supported Browsers:

Microsoft Internet Explorer

Mozilla Firefox

Google Chrome

Apple Safari (Mac Only).

J2EE Servers:

JBoss

WebSphere

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.
Optical Image Technology, Inc - Not applicable.

**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 online access to training course content for a period of ninety (90) days from the completion of the training course. During this period, Contractor's instructors can be made available for refresher assistance and answers to related course curriculum questions when scheduled through Contractor's appointed POC for scheduling of training.

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.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
 - d. The Contractor shall provide the following information for each training course offered (see spreadsheet) (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

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.

None.

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 Professional 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 I-FSS-60 Performance Incentives (April 2000)

- 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.
- 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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) 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 Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional 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/IAM Professional 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time- and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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 PROFESSIONAL SERVICES AND

PRICING IT Project Manager

Minimum Experience: 7 years applications development experience with prior team lead or supervisory experience

Functional Duties: Provide technical and administrative direction to the development of new EDP systems and the maintenance and enhancements of operational EDP systems.

Minimum Education: Associate Degree.

Sr Analyst

Minimum Experience: 6 Years IT Experience

Functional Duties: Involved in the planning and prioritization of business support related activities. Ensure the design and integration of process, system, software, and hardware solutions.

Minimum Education: Associate Degree.

Database Administrator

Minimum Experience: 6 Years IT Experience.

Functional Duties: Ensures departmental standards for data are adhered to in constructing data management programs and tools.

Minimum Education: Bachelor's Degree.

Endeavor Support Specialist

Minimum Experience: 7 years technical experience with systems analysis, design and/or programming. Functional Duties: Makes recommendations to management to adjust system performance parameters. Minimum Education: Bachelor's Degree.

Voice Data Communications Support Specialist

Minimum Experience: 5 Years IT Experience.

Functional Duties: Administers infrastructure including hardware, software and various configurations. Provides administration and maintenance of user devices and communications links to assure operational availability.

Minimum Education: Associate Degree.

On-Site Rates
(Companion Data Services, LLC)

Labor Category	Yr 3 7-25-14 to 7-24-15	Yr 4 7-25-15 to 7-24-16	Yr 5 7-25-16 to 7-24-17
IT Project Manager	\$151.16	\$154.03	\$156.96
Sr Analyst	\$128.62	\$131.06	\$133.55
Database Administrator	\$120.87	123.16	\$125.50
Endeavor Support Specialist	\$120.87	123.16	\$125.50
Voice Data Communications Support Specialist	\$133.60	\$136.14	\$138.73

Mfg	Mfg #	SIN#	Descriptions	GSA	Warranty Period
Optical Image Technology, Inc.	DCM-100	132-33	Foundation of the Product Suite. Categorizes information so documents can be retrieved quickly and easily; makes virtual copies of current documents, adding them to batches for indexing; uses blind entry fields for secure information; and checks data for validity against pre-configured criteria. Converts paper documents to digital files to ease handling, speed processing, and save space. Provides instantaneous, onscreen visibility for single documents or complete files. word searches that provide intuitive inquiry of active databases and archives. Enables key. Gives you complete control over access, task assignment and monitoring, load balancing, and security from a single, intuitive interface. Includes object, index and e mail importers that let you automate the import of virtually any file type directly into the system or a workflow process, even from other document management systems. Enables users to print multiple stored documents without having to open them, reducing network traffic and increasing productivity. Tracks changes to documents, files, metadata, and markup, preserving the history and evolution of a document and allowing revision to previous versions. Integrates DocFinity and Microsoft Office to allow Word documents to be directly imported to DocFinity and to open documents stored in DocFinity in Word. Allows all attendant systems, applications, and data sources to interface with DocFinity	\$37,647.80	90 Days
Optical Image Technology, Inc.	DEM-101	132-33	Takes user-defined collections of documents and extracts the files and associated database records that identify those documents. The extracted content – written to the network folder or to the CCD/DVD drive of choice — then can be used to transfer document collections reliably to third parties and/or other systems.	\$9,411.95	90 Days
Optical Image Technology, Inc.	DXM-102	132-33	Calls documents from the database with a single keystroke and integrates DocFinity into current line-of-business applications without programming	\$4,705.98	90 Days
Optical Image Technology, Inc.	DFI-103	132-33	Connects with electronic fax servers and applications	\$4,705.98	90 Days
Optical Image Technology, Inc.	DPT-104	132-33	Indexes documents into the DocFinity repository from their native applications by selecting DocFinity PDF Printer as the printer. The PDF copy then opens so you can provide indexing metadata according to a pre-selected indexing scheme.	\$4,705.98	90 Days
Optical Image Technology, Inc.	DWF-105	132-33	Standardizes and expedites processes by pushing and pulling data and/or files - from email, voice mail, faxes, admin systems, and more - to people and/or systems. Easily design and modify robust workflows via intuitive drag-and-drop, point-and-click designer.	\$23,529.88	90 Days
Optical Image Technology, Inc.	DLD-106	132-33	Monitors mainframes, network servers, UNIX servers, and print spoolers to capture print streams in ASCII, EBCDIC, IBMM AFP, Xerox Metacode/DJDE, Postscript/PDF, and PCL, reducing expenses by eliminating unnecessary printing, storage, and mailing costs.	\$23,529.88	90 Days
Optical Image Technology, Inc.	DES-107	132-33	Queries the repository for text matches in non-text file formats such as PDF, TIFF, HTML, and J PEG. Locates structured and unstructured data contained in files and other documents — and combines keyword and full-text searching.	\$28,235.85	90 Days
Optical Image Technology, Inc.	DEF-108	132-33	Enables users to design simple and complex electronic forms. It also enables forms to automatically trigger new workflow processes upon submission – and to be integrated into existing websites, portals, or any other system and software investments	\$18,823.90	90 Days
Optical Image Technology, Inc.	DRM-109	132-33	Creates clear, auditable trails of evidence for every process performed on every record in the system. Groups related documents into Record Series and provides mechanisms to automate management in basic retention policies — including rules to map records to retention policies, approval process or record disposal, and rendering records in non-editable formats. Provides advanced retention policies, including legal hold	\$23,529.88	90 Days
Optical Image Technology, Inc.	DDB-110	132-33	The purpose of DocFinity's dashboard module is to provide a clear picture of how the system is working and specifically how a business is functioning as it relates to DocFinity through comprehensive metrics of performance.	\$18,823.90	90 Days
Optical Image Technology, Inc.	DU-111-1-25	132-33	1 through 25 Concurrent Users are licensed to access the instance of DocFinity database tables through the DocFinity Web Client capabilities. Any Web Client item active is considered a logged-in Concurrent User. The number of Concurrent Users licensed represents the total number of system users that can log into and use the system at any given time. System access is restricted to the total number of Concurrent Users licensed. A concurrent user license is required for anyone to access, use, and/or execute system functionality.	\$800.02	90 Days
Optical Image Technology, Inc.	DU-111-26-50	132-33	26 through 50 Concurrent Users are licensed to access the instance of DocFinity database tables through the DocFinity Web Client capabilities. Any Web Client item active is considered a logged-in Concurrent User. The number of Concurrent Users licensed represents the total number of system users that can log into and use the system at any given time. System access is restricted to the total number of Concurrent Users licensed. A concurrent user license is required for anyone to access, use, and/or execute system functionality.	\$705.90	90 Days
Optical Image Technology, Inc.	DU-111-51-1000	132-33	51 through 100 Concurrent Users are licensed to access the instance of DocFinity database tables through the DocFinity Web Client capabilities. Any Web Client item active is considered a logged-in Concurrent User. The number of Concurrent Users licensed represents the total number of system users that can log into and use the system at any given time. System access is restricted to the total number of Concurrent Users licensed. A concurrent user license is required for anyone to access, use, and/or execute system functionality.	\$611.78	90 Days
Optical Image Technology, Inc.	DU-111-101-250	132-33	101 through 250 Concurrent Users are licensed to access the instance of DocFinity database tables through the DocFinity Web Client capabilities. Any Web Client item active is considered a logged-in Concurrent User. The number of Concurrent Users licensed represents the total number of system users that can log into and use the system at any given time. System access is restricted to the total number of Concurrent Users licensed. A concurrent user license is required for anyone to access, use, and/or execute system functionality.	\$470.60	90 Days
Companion Data Services, LLC Optical Image Technology, Inc.	DU-111-251-750	132-33	251 through 750 Concurrent Users are licensed to access the instance of DocFinity database tables through the DocFinity Web Client capabilities. Any Web Client item active is considered a logged-in Concurrent User. The number of Concurrent Users licensed represents the total number of system users that can log into and use the system at any given time. System access is restricted to the total number of Concurrent Users licensed. A concurrent user license is required for anyone to access, use, and/or execute system functionality.	Pg 24 \$235.30	90 Days

Mfg	Mfg #	SIN#	Descriptions	GSA	Warranty Period
Optical Image Technology, Inc.	DU-111-251-750	132-33	251 through 750 Concurrent Users are licensed to access the instance of DocFinity database tables through the DocFinity Web Client capabilities. Any Web Client item active is considered a logged-in Concurrent User. The number of Concurrent Users licensed represents the total number of system users that can log into and use the system at any given time. System access is restricted to the total number of Concurrent Users licensed. A concurrent user license is required for anyone to access, use, and/or execute system functionality.	\$235.30	90 Days
Optical Image Technology, Inc.	DU-111-751-1000	132-33	751 through 1000 Concurrent Users are licensed to access the instance of DocFinity database tables through the DocFinity Web Client capabilities. Any Web Client item active is considered a logged-in Concurrent User. The number of Concurrent Users licensed represents the total number of system users that can log into and use the system at any given time. System access is restricted to the total number of Concurrent Users licensed. A concurrent user license is required for anyone to access, use, and/or execute system functionality.	\$141.18	90 Days
Optical Image Technology, Inc.	DU-111-1000+	132-33	1001 and beyond Concurrent Users are licensed to access the instance of DocFinity database tables through the DocFinity Web Client capabilities. Any Web Client item active is considered a logged-in Concurrent User. The number of Concurrent Users licensed represents the total number of system users that can log into and use the system at any given time. System access is restricted to the total number of Concurrent Users licensed. A concurrent user license is required for anyone to access, use, and/or execute system functionality.	\$94.12	90 Days
Optical Image Technology, Inc.	DMSV-200-1	132-34	DocFinity Maintenance Services Hourly Rate - Offsite/Remote Provision - Maintenance as a Service - DocFinity Maintenance Services include the following services: Project Planning, System Design, Creation, and Application, Consulting based on DocFinity software (products falling under SIN 132-33) application and use, DocFinity software installation, DocFinity software custom programming, DocFinity software interfacing/integration with third party or CUSTOMER-owned software applications, Business process analysis and consulting, Risk assessment consulting, Change management consulting, Backup and disaster recovery consulting, DocFinity product training courses. Maintenance services are contracted as work-for-hire engagements that require agreed and signed Statements Of Work (SOW)	\$188.24	Not applicable
Optical Image Technology, Inc.	DMSV-200-2	132-34	DocFinity Maintenance Services Daily Rate - Onsite Provision - Maintenance as a Service - DocFinity Maintenance Services include the following services: Project Planning, System Design, Creation, and Application, Consulting based on DocFinity software (products falling under SIN 132-33) application and use, DocFinity software installation, DocFinity software custom programming, DocFinity software interfacing/integration with third party or CUSTOMER-owned software applications, Business process analysis and consulting, Risk assessment consulting, Change management consulting, Backup and disaster recovery consulting, DocFinity product training courses. Maintenance services are contracted as work-for-hire engagements that require agreed and signed Statements Of Work (SOW)	\$1,411.79	Not applicable
Optical Image Technology, Inc.	DCPT-201-1	132-50	Per student. Provides high-level overview of the DocFinity software solution. Covers core concepts that all other course content assumes as basic knowledge. End user tools and administrative overviews are covered in this class. 5 Day course. No prerequisites. Minimum number of students is 1 and maximum is 12. Course taught at Optical Image Technology, Inc. or customer location. Course is offered monthly or as scheduled by customer.	\$7,058.96	Not applicable
Optical Image Technology, Inc.	DCPT-201-2	132-50	Per student. Class covers the three main BPM components: client, designer, and server. Course designed for anyone who will design and/or modify BPM designs. 5 Day course. The Mandatory and desirable prerequisites for student enrollment DocFinity 101 and DocFinity Admin portions of DocFinity CORE. Minimum number of students is 1 and the maximum is 12. Course taught at Optical Image Technology, Inc. or customer location. Course is offered monthly or as scheduled by customer.	\$7,058.96	Not applicable
Optical Image Technology, Inc.	DCPT-201-3	132-50	Per student. Overview class for managers to understand BPM core concepts and process integration to best be able to contribute to process consulting engagements. One (1) Day course. No prerequisites. Minimum number of students is 1 and the maximum is 12. Course taught at Optical Image Technology, Inc. or customer location. Course is scheduled as requested.	\$1,411.79	Not applicable
Optical Image Technology, Inc.	DCPT-201-4	132-50	Per student. Hands-on configuration and management of computer report output and how to configure indexing and automate the capture stream process. 3 Day course. No prerequisites. Minimum number of students is 1 and the maximum is 12. Course taught at Optical Image Technology, Inc. or customer location. Course is scheduled as requested.	\$4,235.38	Not applicable
Optical Image Technology, Inc.	DCPT-201-5	132-50	Hands-on class that covers the DocFinity URL API and the web-services based DocFinity API. One (1) Day course. No prerequisites. Minimum number of students is 1 and the maximum is 12. Course taught at Optical Image Technology, Inc. or customer location. Course is scheduled as requested.	\$1,411.79	Not applicable
Optical Image Technology, Inc.	DCPT-201-6	132-50	Per student. The eForms module creates & processes electronic, web-based forms that work with the document management and bpm suite. The class covers eForms admin, & eForms designer functionality with activities that illustrate how to create & design eForms. 2 Day course. The Mandatory and desirable prerequisites for student enrollment DocFinity 101 and DocFinity Admin portions of DocFinity CORE. Minimum number of students is 1 and the maximum is 12. Course taught at Optical Image Technology, Inc. or customer location. Course is scheduled as requested.	\$2,823.59	Not applicable
Optical Image Technology, Inc.	DAM-112-1	132-32	Maintenance as a Product - DocFinity Core Module - The DocFinity Annual Maintenance Program provides Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$7,529.56	Not applicable

Mfg	Mfg #	SIN#	Descriptions	GSA	Warranty Perio
Optical Image Technology, Inc.	DAM-112-2	132-32	Maintenance as a Product - DocFinity Exporter - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$1,882.39	Not applicable
Optical Image Technology, Inc.	DAM-112-3	132-32	Maintenance as a Product - DocFinity Connect - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$941.20	Not applicable
Optical Image Technology, Inc.	DAM-112-4	132-32	Maintenance as a Product - Fax Integration - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$941.20	Not applicable
Optical Image Technology, Inc.	DAM-112-5	132-32	Maintenance as a Product - Print to DocFinity - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$941.20	Not applicable
Optical Image Technology, Inc.	DAM-112-6	132-32	Maintenance as a Product - BPM Workflow - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$4,705.98	Not applicable
Optical Image Technology, Inc.	DAM-112-7	132-32	Maintenance as a Product - COLD - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$4,705.98	Not applicable
Optical Image Technology, Inc.	DAM-112-8	132-32	Maintenance as a Product - Enterprise Search - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$5,647.17	Not applicable
Optical Image Technology, Inc.	DAM-112-9	132-32	Maintenance as a Product - eForms - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$3,764.78	Not applicable
Optical Image Technology, Inc.	DAM-112-10	132-32	Maintenance as a Product - Records Management - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$4,705.98	Not applicable
Optical Image Technology, Inc.	DAM-112-11	132-32	Maintenance as a Product - Dashboards - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$3,764.78	Not applicable
Optical Image Technology, Inc.	DAM-112-U	132-32	DocFinity Users - 1 through 25 - Maintenance as a Product - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$160.00	Not applicable
Optical Image Technology, Inc.	DAM-112-U	132-32	DocFinity Users - 26 through 50 - Maintenance as a Product - The DocFinity Annual Maintenance Program provides:Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$141.18	Not applicable

Mfg	Mfg #	SIN#	Descriptions	GSA	Warranty Period
Optical Image Technology, Inc.	DAM-112-U	132-32	DocFinity Users - 51 through 100 - Maintenance as a Product - The DocFinity Annual Maintenance Program provides: Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$122.36	Not applicable
Optical Image Technology, Inc.	DAM-112-U	132-32	DocFinity Users - 101 through 250 - Maintenance as a Product - The DocFinity Annual Maintenance Program provides: Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$94.12	Not applicable
Optical Image Technology, Inc.	DAM-112-U	132-32	DocFinity Users - 251 through 750 - Maintenance as a Product - The DocFinity Annual Maintenance Program provides: Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$47.06	Not applicable
Optical Image Technology, Inc.	DAM-112-U	132-32	DocFinity Users - 751 through 1000 - Maintenance as a Product - The DocFinity Annual Maintenance Program provides: Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$28.24	Not applicable
Optical Image Technology, Inc.	DAM-112-U	132-32	DocFinity Users - 1001+ - Maintenance as a Product - The DocFinity Annual Maintenance Program provides: Updated Versions of the licensed product, Patched/Fixed versions of the licensed product, Industry practiced help desk support for trouble shooting, Access to help desk support via web submission process, email, and phone, Access to DocFinity FTP site, Web-based/remote access help desk/trouble shooting support, Options to participate in BETA-User/Testing, Access to DocFinity Knowledge Base and customer discussion forums	\$18.82	Not applicable