#### AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Confirmit is the world's leading provider of survey & reporting software for Market Research (MR) and Enterprise Feedback Management (EFM). The company's state of the art software is used for customer satisfaction surveys and employee satisfaction surveys as well as market research surveys. Confirmit is used by some of the largest Market Research agencies in the world, in addition to Global 5000 companies. Confirmit is a public company listed on Oslo Stock Exchange.

Special Item No. 132-32 Term Software Licenses Special Item No. 132-50 Training Courses Special Item No. 132-51 Information Technology Professional Services

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

#### SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software Electronic Commerce (EC) Software Utility Software Communications Software

Microcomputers

Application Software Electronic Commerce (EC) Software Utility Software Communications Software

# SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

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

FPDS Code D308Programming ServicesFPDS Code D310IT Backup and Security ServicesFPDS Code D399Other Information Technology Services, Not Elsewhere Classified

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

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems,

and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

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

424 West 33 Street, Suite 410, New York, NY 10001 212-660-1800, 212-268-0354 (fax) patricia.ryan@confirmit.com www.confirmit.com
Contract Number:GS35F0027VPeriod Covered by Contract:**will be furnished at time of award** October 15, 2013 to October 14, 2018
**will be furnished at time of award** General Services Administration Federal Acquisition Service Pricelist current through Modification #, dated

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

# **TABLE OF CONTENTS**

DESCRIPTION	PAGE #
Cover Page	1
Table of Contents	2
Information For Ordering Offices	3
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSECOMMERCIAL INFORMATION TECHNOLOGY SOFTWARE	12
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE(SPECIAL ITEM NUMBER 132-50)	15
TERMS AND CONDITIONS APPICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)	17
USA Commitment to Promote Small Business Participation Procurement Programs	21
Blanket Purchase Agreements (BPAs)	22
Contractor Team Arrangements	24

## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

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

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

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

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

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

### 1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

#### <mark>212-660-1800</mark>

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

#### 3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule Block 16: Data Universal Numbering System (DUNS) Number: <u>035039135</u> Block 30: Type of Contractor - <u>Other Small Business</u>

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - \_\_\_ **No** \_\_\_\_\_ Block 36: Contractor's Taxpayer Identification Number (TIN): \_<u>51-0403999</u>\_\_\_\_\_

4a. CAGE Code: <u>4UMG5</u>

4b. Contractor has not registered with the Central Contractor Registration Database.

#### 5. FOB DESTINATION

#### 6. **DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	<mark>30</mark> Days
132-34 Days	As Arranged with ordering Agency
132-50	As Arranged with ordering Agency Days
132-51	As Arranged with ordering Agency Days

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

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment:  $\_0\_\%$  -  $30\_$  days from receipt of invoice or date of acceptance, whichever is later.

- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions
- e. Other

## 8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

# 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

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

#### 11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-3 - Leasing of Product
Special Item Number 132-4 – Daily / Short Term Rental
Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
Special Item Number 132-52 - Electronic Commerce (EC) Services
Special Item Number 132-53 – Wireless Services
-

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

Special Item Number 132-50 - Training Courses

c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:

Special Item Number 132-60 – Access Certificates for Electronic Services (ACES) Program Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program Special Item Number 132-62 – HSPD-12 Product and Service Components

# 12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

# 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or

Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

#### 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

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

# 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

#### 16. GSA ADVANTAGE!

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

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

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

# 17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

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

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

### 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

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

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

### **19. OVERSEAS ACTIVITIES**

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

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

# 20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

# 21. CONTRACTOR TEAM ARRANGEMENTS

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

# 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

# 23. SECTION 508 COMPLIANCE.

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

\*\*NOTE: Contractor should insert the contractor's website or other location where full details can be found.\*\*

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

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

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

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

(b) The following statement:

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

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

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

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

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

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

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

#### 26. SOFTWARE INTEROPERABILITY.

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

# 27. ADVANCE PAYMENTS

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

# TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSECOMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

#### 1. INSPECTION/ACCEPTANCE

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

# 2. GUARANTEE/WARRANTY

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

#### Full product support given for each 1 year term of the license.

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

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

#### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 212-660-1800 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from \_\_\_\_\_8:00 am \_\_\_\_ to \_4:30 pm EST.

#### 4. SOFTWARE MAINTENANCE

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

\_X\_\_\_\_\_ 1. Software Maintenance as a Product

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 <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service

X

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.

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

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

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

b. Term licenses 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 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 orders citing the new appropriation shall be required, if the term licenses 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 is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

# 6. 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  $\frac{N/A}{2}$  of all term license payments during the period that the software was under a term license within the ordering activity.

# 7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of <u>N/A</u> \* 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.

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

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

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

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

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

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

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

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

# 9. SOFTWARE CONVERSIONS - (132-32 AND 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.

# 10. 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.

# 11. RIGHT-TO-COPY PRICING

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

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

#### 1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

### 2. ORDER

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

### 3. TIME OF DELIVERY

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

#### 4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

# 5. FOLLOW-UP SUPPORT

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

#### 6. PRICE FOR TRAINING

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

# 7. INVOICES AND PAYMENT

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

# 8. FORMAT AND CONTENT OF TRAINING

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

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:

(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.

# 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.

# N/A

# 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 apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

#### 2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

# 3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

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

#### 4. **PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

# 6. INSPECTION OF SERVICES

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

# 7. RESPONSIBILITIES OF THE CONTRACTOR

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

# 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

# 9. INDEPENDENT CONTRACTOR

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

#### 10. ORGANIZATIONAL CONFLICTS OF INTEREST

#### a. Definitions.

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

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

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

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

### 11. INVOICES

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

### **12. PAYMENTS**

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

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 and 132-52. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

#	Labor Category Description	Minimum Education	Minimum General Experience	Functional Responsibilities	GSA Rate With IFF
# LC- 01	Consultancy Authoring	Bachelors Degree	Experience1+ years of general application support experience	Help Desk, Training, and Consulting	\$132.23
LC- 04	Consultancy Tech (server related) /R&D	Bachelors Degree	3+ years application experience	Solutions support and integration services for high-end customer requirements	\$170.02

\*minimum 30 minutes charge

# USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

#### PREAMBLE

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

#### COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Patricia M. Ryan / US Controller, Corporate Secretary

424 West 33 Street, Suite 410, New York, NY 10001

212-660-1800, 212-268-0354 (fax)

patricia.ryan@confirmit.com

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

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER\_\_\_\_\_

#### (CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

\_\_\_\_\_

(2) Delivery:

DESTINATION

#### DELIVERY SCHEDULES / DATES

\_\_\_\_\_

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

(4) This BPA does not obligate any funds.

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

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

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;

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

- (e) Purchase Order Number;
- (f) Date of Purchase;

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

(h) Date of Shipment.

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

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

#### BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

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

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

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

# \*Software manufacturered by ConfirmIT ConfirmIT GSA Pricing current through 7/30/13

# ConfirmIT GSA 132-50 TRAINING PRICING

### Live Training Courses

Training Course #	Class Description	Unit	GSA Price with IFF
course #			(\$)
TC -1	Public – Standard ConfirmIT – 2 Days	Per Student	\$861.41
TC -2	Company – Standard ConfirmIT – 2 Days	6 Per Class Max	\$2,720.25
TC -3	Public – Reportal - 1 Day	Per Student	\$453.38
TC -4	Company – Reportal - 1 Day	6 Per Class Max	\$1,360.13
TC -5	Company – J-Scripting – 3 Days	6 Per Class Max	\$4,987.13
TC -6	Company – J-Scripting – 1 Day	6 Per Class Max	\$1,813.50

# Server Pricing SIN 132-32

\*No Cost Add-Ons with Server license can include: Panel Management; and

DB Designer: Hierarchical Questions & External DB Lookup (DB DESIGNER - SUBJECT TO SIGNATURE OF ORDI STIPULATING FAMILIARITY WITH RELATIONAL DATABASES AND SUPPORT IS CHARGEABLE FOR USE

Item #	Item Description	GSA Price with IFF
ser101	Server License (includes 25 Named Professional User Ids, 1 DSC and 1 TA)	\$22,668.75
ser102	Additional Server License (incl. 25 named Prof. User Ids, 1 DSC and 1 TA)	\$17,001.56
ser111 ser112	Server Additional Named Professional User ID Server Additional Named Standard User ID	\$604.50 \$302.25
ser191	First-Time Server Installation - Travel & Expenses invoiced in addition	\$2,644.69
ser201 ser202	Server Confirmit Units - Order of 1000 - 4999 units Server Confirmit Units - Order of 5000 - 9999 units	\$0.84
ser202	Server Confirmit Units - Order of 10000 - 24999 units	\$0.72 \$0.66
ser204 ser205	Server Confirmit Units - Order of 25000 - 49999 units Server Confirmit Units - Order of 50000 - 99999 units	\$0.58 \$0.50
ser206	Server Confirmit Units - Order of 100000 - 249999 units	\$0.50 \$0.41
ser207 ser208	Server Confirmit Units - Order of 250000 - 499999 units Server Confirmit Units - Order of 500000 - 999999 units	\$0.33 \$0.25

ser209	Server Confirmit Units - Order of 1000000 or more units Server Reportal Activation Package (incl. 125 RVAs & up to 2 Chart	\$0.17
ser301	Components)	\$12,279.41
501001	Server Reportal Activation Package (incl. 250 RVAs & up to 3 Chart	\$12,279.41
ser302	Components)	\$17,001.56
	Server Reportal Activation Package (incl. 500 RVAs & up to 4 Chart	
ser303	Components)	\$28,335.94
<b>a</b> a 4	Server Reportal Activation Package (incl. 1000 RVAs & up to 4 Chart	
ser304	Components)	\$43,070.63
ser305	Server Reportal Activation Package (incl. 2000 RVAs & up to 5 Chart Components)	\$54,405.00
ser391	Server - 1 Additional Reportal Chart Component	\$755.63
ser392	Server - 2 Additional Reportal Chart Component	\$718.35
ser393	Server - 3 Additional Reportal Chart Component	\$693.10
ser394	Server - 4 Additional Reportal Chart Component	\$661.93
ser395	Server - 5 Additional Reportal Chart Components or more	\$634.73
ser401	Server CAPI - Confirmit Units Included for 50 - 59 Seats	\$181.35
ser402	Server CAPI - Confirmit Units Included for 60 - 69 Seats	\$173.29
ser403	Server CAPI - Confirmit Units Included for 70 - 79 Seats	\$167.2
ser404	Server CAPI - Confirmit Units Included for 80 - 89 Seats	\$163.22
ser405	Server CAPI - Confirmit Units Included for 90 - 99 Seats	\$160.19
ser406	Server CAPI - Confirmit Units Included for 100 - 149 Seats	\$151.13
ser407	Server CAPI - Confirmit Units Included for 150 - 199 Seats	\$131.1.
ser408	Server CAPI - Confirmit Units Included for 200 - 249 Seats	\$128.90
ser409	Server CAPI - Confirmit Units Included for 250 - 299 Seats	\$128.90
ser410	Server CAPI - Confirmit Units Included for 300 - 399 Seats	
ser411	Server CAPI - Confirmit Units Included for 400 - 599 Seats	\$105.79
ser412	Server CAPI - Confirmit Units Included for 600 - 799 Seats	\$90.68
ser412	Server CAPI - Confirmit Units Included for 800 - 999 Seats	\$75.50
		\$68.51
ser414	Server CAPI - Confirmit Units Included for 1,000 - 1,999 Seats	\$63.47
ser415	Server CAPI - Confirmit Units Included for 2,000 or more Seats	\$49.37
ser481	Server Kiosk - Confirmit Units Included for 20 - 39 Seats	\$302.23
ser482	Server Kiosk - Confirmit Units Included for 40 - 54 Seats	\$226.69
ser483	Server Kiosk - Confirmit Units Included for 55 - 69 Seats	\$208.55
ser484	Server Kiosk - Confirmit Units Included for 70 - 84 Seats	\$200.49
ser485	Server Kiosk - Confirmit Units Included for 85 - 99 Seats	\$189.42
ser501	Server Add-On - Translation Package (includes unlimited Translator IDs)	\$4,533.75
<b>711</b>	Server Add-On - FTP Data Delivery (includes 4 hours one-time	
ser511	consultancy)	\$3,778.13
ser512	Server Add-On - Encrypted Data Delivery	\$3,022.50
ser513	Server Add-On - Encrypted Data Delivery	\$4,533.75
ser521	Server Add-On - Random Data Generator	\$3,022.50
ser541	Server Add-On - Spell Checker	\$2,720.2
ser561	Server Add-On - XML Web Services	\$13,601.2
ser571	Server Add-On - File Library	\$1,511.2
ser581	Server Add-On - PDF Exports	\$3,022.50

ser586	Server Add-On - File Library	\$1,511.25
ser631	Server Add-On - Server Premium E-mailing	\$2,266.88
ser911	Server Support - 1 Additional DSC with same Support Hours as main DSC	\$2,266.88
ser912	Server Support - 1 Additional DSC in additional Support Hours	\$5,667.19
ser913	Server Support - Premium Support Package, Europe or America	\$11,334.38
ser914	Server Support - Premium Support Package, Europe and America	\$15,112.50

# ASP (Application Service Provider) Pricing - SIN 132-32

\*No Cost Add-Ons with ASP license can include: E-mail Delivery Reports & E-Mail Sender Domains;

Activation of Reportal Public Access/ Reportal Report Export; and DB Designer: Hierarchical Questions & External DB (DB DESIGNER - SUBJECT TO SIGNATURE OF ORDER FORM STIPULATING FAMILIARITY WITH RELATIC DATABASES AND SUPPORT IS CHARGEABLE FOR USE OF FEATURE)

<b>T</b> ( )		GSA Price
Item #	Item Description ASP License (includes 1 Named Protessional User ID and 1	with IFF
asp101	Designated Support Contact)	\$9,067.50
asp111	ASP Additional Named Professional User ID	\$1,269.45
asp112	ASP Additional Named Standard User ID	\$634.73
asp201	ASP Confirmit Units - Pay As You Go	\$0.84
asp202	ASP Confirmit Units - Order of 5000 - 9999 units	\$0.80
asp203	ASP Confirmit Units - Order of 10000 - 24999 units	\$0.75
asp204	ASP Confirmit Units - Order of 25000 - 49999 units	\$0.72
asp205	ASP Confirmit Units - Order of 50000 - 99999 units	\$0.66
asp206	ASP Confirmit Units - Order of 100000 - 249999 units	\$0.62
asp207	ASP Confirmit Units - Order of 250000 - 499999 units	\$0.58
asp208	ASP Confirmit Units - Order of 500000 or more units	\$0.50
asp301	ASP RDA (Designer) - Advanced Order of 1 - 4 RDAs	\$604.50
asp302	ASP RDA (Designer) - Advanced Order of 5 - 9 RDAs	\$574.28
asp303	ASP RDA (Designer) - Advanced Order of 10 - 24 RDAs	\$544.05
asp304	ASP RDA (Designer) - Advanced Order of 25 - 49 RDAs	\$513.83
asp305	ASP RDA (Designer) - Advanced Order of 50 - 99 RDAs	\$483.60
asp306	ASP RDA (Designer) - Advanced Order of 100 or more RDAs	\$453.38
asp351	ASP RVA (Viewer) - Advanced Order of 5 - 9 RVAs	\$150.12
asp352	ASP RVA (Viewer) - Advanced Order of 10 - 19 RVAs	\$147.10
asp353	ASP RVA (Viewer) - Advanced Order of 20 - 49 RVAs	\$144.07
asp354	ASP RVA (Viewer) - Advanced Order of 50 - 99 RVAs	\$136.01
asp355	ASP RVA (Viewer) - Advanced Order of 100 - 249 RVAs	\$128.96
asp356	ASP RVA (Viewer) - Advanced Order of 250 - 499 RVAs	\$120.90
asp357	ASP RVA (Viewer) - Advanced Order of 500 - 999 RVAs	\$113.85
asp358	ASP RVA (Viewer) - Advanced Order of 1,000 or more RVAs	\$105.79
asp401	ASP CAPI - Confirmit Units Included for 10 - 14 Seats	\$528.94
asp402	ASP CAPI - Confirmit Units Included for 15 - 19 Seats	\$466.47
asp403	ASP CAPI - Confirmit Units Included for 20 - 29 Seats	\$416.10
asp404	ASP CAPI - Confirmit Units Included for 30 - 39 Seats	\$340.54

asp405	ASP CAPI - Confirmit Units Included for 40 - 49 Seats	\$302.25
asp406	ASP CAPI - Confirmit Units Included for 50 - 59 Seats	\$280.09
asp407	ASP CAPI - Confirmit Units Included for 60 - 69 Seats	\$264.97
asp408	ASP CAPI - Confirmit Units Included for 70 - 79 Seats	\$258.93
asp409	ASP CAPI - Confirmit Units Included for 80 - 89 Seats	\$255.91
asp410	ASP CAPI - Confirmit Units Included for 90 - 99 Seats	\$251.88
asp411	ASP CAPI - Confirmit Units Included for 100 - 149 Seats	\$241.80
asp412	ASP CAPI - Confirmit Units Included for 150 - 199 Seats	\$226.69
asp413	ASP CAPI - Confirmit Units Included for 200 - 249 Seats	\$211.58
asp414	ASP CAPI - Confirmit Units Included for 250 - 299 Seats	\$199.49
asp415	ASP CAPI - Confirmit Units Included for 300 - 399 Seats	\$189.41
asp416	ASP CAPI - Confirmit Units Included for 400 - 599 Seats	\$170.27
asp417	ASP CAPI - Confirmit Units Included for 600 - 799 Seats	\$151.13
asp418	ASP CAPI - Confirmit Units Included for 800 - 999 Seats	\$142.06
asp419	ASP CAPI - Confirmit Units Included for 1000 - 1999 Seats	\$120.90
asp420	ASP CAPI - Confirmit Units Included for 2000 or more Seats	\$109.82
asp451	ASP CAPI - Confirmit Units Excluded for 10 - 14 Seats	\$264.97
asp452	ASP CAPI - Confirmit Units Excluded for 15 - 19 Seats	\$201.50
asp453	ASP CAPI - Confirmit Units Excluded for 20 - 29 Seats	\$170.27
asp454	ASP CAPI - Confirmit Units Excluded for 30 - 39 Seats	\$131.98
asp455	ASP CAPI - Confirmit Units Excluded for 40 - 49 Seats	\$113.85
asp456	ASP CAPI - Confirmit Units Excluded for 50 - 59 Seats	\$101.76
asp457	ASP CAPI - Confirmit Units Excluded for 60 - 69 Seats	\$94.71
asp458	ASP CAPI - Confirmit Units Excluded for 70 - 79 Seats	\$89.67
asp459	ASP CAPI - Confirmit Units Excluded for 80 - 89 Seats	\$85.64
asp460	ASP CAPI - Confirmit Units Excluded for 90 - 99 Seats	\$80.60
asp461	ASP CAPI - Confirmit Units Excluded for 100 - 149 Seats	\$75.56
asp462	ASP CAPI - Confirmit Units Excluded for 150 - 199 Seats	\$65.49
asp463	ASP CAPI - Confirmit Units Excluded for 200 - 249 Seats	\$60.45
asp464	ASP CAPI - Confirmit Units Excluded for 250 - 299 Seats	\$57.43
asp465	ASP CAPI - Confirmit Units Excluded for 300 - 399 Seats	\$55.41
asp466	ASP CAPI - Confirmit Units Excluded for 400 - 599 Seats	\$51.38
asp467	ASP CAPI - Confirmit Units Excluded for 600 - 799 Seats	\$44.33
asp468	ASP CAPI - Confirmit Units Excluded for 800 - 999 Seats	\$41.31
asp469	ASP CAPI - Confirmit Units Excluded for 1000 - 1999 Seats	\$39.29
asp481	ASP Kiosk - Confirmit Units Included for 5 - 9 Seats	\$718.35
asp482	ASP Kiosk - Confirmit Units Included for 10 - 14 Seats	\$642.79
asp483	ASP Kiosk - Confirmit Units Included for 15 - 19 Seats	\$567.22
asp484	ASP Kiosk - Confirmit Units Included for 20 - 29 Seats	\$491.66
asp485	ASP Kiosk - Confirmit Units Included for 30 - 49 Seats	\$396.96
asp501	ASP Add-On - Translation Package (includes 3 Open Translator IDs)	\$2,644.69
asp502	ASP Add-On - Translation 1 Additional Open Translator ID	\$567.22
asp511	ASP Add-On - FTP Data Delivery (includes 2 hours one-time consultancy)	\$1,511.25

asp512	ASP Add-On - Encrypted Data Delivery	\$1,511.25
oon 540	ASP Add-On - Security Package (Encrypted and FTP Data	
asp513		\$2,266.88
asp521	ASP Add-On - Mail Authentication & Security Layer	\$1,511.25
asp531	ASP Add-On - Random Data Generator	\$1,511.25
asp541	ASP Add-On - Spell Checker	\$906.75
asp561	ASP Add-On - XML Web Services - Standard Access	\$4,533.75
asp562	ASP Add-On - XML Web Services - High Level Access	\$13,601.25
asp601	ASP Add-On - File Library - max 512 Kb Storage	\$377.81
asp602	ASP Add-On - File Library - max 1 MB Storage	\$567.22
asp603	ASP Add-On - File Library - max 3 MB Storage	\$906.75
asp604	ASP Add-On - File Library - max 6 MB Storage	\$1,133.44
asp605	ASP Add-On - File Library - max 10 MB Storage	\$1,322.85
asp606	ASP Add-On - File Library - max 20 MB Storage	\$1,889.06
asp607	ASP Add-On - File Library - max 30 MB Storage	\$2,644.69
asp608	ASP Add-On - File Library - max 40 MB Storage	\$3,173.63
asp609	ASP Add-On - File Library - max 50 MB Storage	\$3,778.13
asp610	ASP Add-On - File Library - max 75 MB Storage	\$5,100.97
asp611	ASP Add-On - File Library - max 100 MB Storage	\$6,045.00
	ASP Add-On - Premium E-mailing incl. Dedicated IP, up to 20,000 e	\$0,015.00
asp631	mails pr month	\$3,022.50
	ASP Add-On - Premium E-mailing Incl. Dedicated IP, betw. 20,000	
asp632	and 49,999 e-mails pr month	\$3,778.13
asp633	ASP Add-On - Premium E-mailing incl. Dedicated IP, betw. 50,000	
	and 99,999 e-mails pr month ASP Add-On - Premium E-mailing incl. Dedicated IP, betw. 100,000	\$4,533.75
asp634	and 149,999 e-mails pr month	\$5,667.19
aopoor	ASP Support - 1 Additional DSC with same Support Hours as main	\$5,007.19
asp911	DSC	\$2,266.88
asp912	ASP Support - 1 Additional DSC in additional Support Hours	\$3,778.13
	SQL DB Restore - During Office Hours CE I/ES I. Incl 1 hour data	+++++++++++++++++++++++++++++++++++++++
asp931	merge where relevant	\$377.81
0.00	SQL DB Restore - Out of Office Hours CE I/ES1. Incl 1 hour data	
asp932	merge where relevant	\$755.63
asp941	POET DB Restore - During Office Hours CET/EST. Incl 1 hour data	<b>•••••••••••••</b>
	merge where relevant POET DB Restore - Out of Office Hours CET/EST. Incl 1 hour data	\$755.63
asp942	merge where relevant	\$1,511.25