

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

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers and Microcomputers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software



Government Retirement & Benefits, Inc.

330 John Carlyle Street, Suite 600

Alexandria, VA 22314

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gsa@grbinc.com

www.grbinc.com

Contract Number: **GS-35F-0047S**
Period Covered by Contract: **31 OCT 2005 through 30 OCT 2020**
Pricelist current through: **Modification PO-0014, dated 10/31/2015**

**General Services Administration
Federal Acquisition Service**

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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**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!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

**Government Retirement & Benefits, Inc.
330 John Carlyle Street, Suite 600
Alexandria, VA 22314**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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:

703-461-9100 voice

703-461-9103 fax

gsa@grbinc.com

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: **15-390-5096**
Block 30: Type of Contractor: **B**
Block 31: Woman-Owned Small Business - **No**
Block 37: Contractor's Taxpayer Identification Number (TIN): **54-1379458**
Block 40: Veteran Owned Small Business (VOSB): **No**

4a. CAGE Code: **0AMR7**

4b. GRB, Inc. **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-32

30 Days (or as awarded in the order)

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

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

- a. Prompt Payment: **0.5 % - 10** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity - None
- c. Dollar Volume - None
- d. Government Educational Institutions - None
- e. Other – None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Outside the scope of this contract.

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 132-32 - Term Software Licenses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

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 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.grbinc.com

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 <http://www.core.gov>.

27. ADVANCE PAYMENTS

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

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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.
- 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 **703-461-9100** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:30AM** to **5:00PM EST**.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

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.

b. Invoices for maintenance as a 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)

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

Not available.

8. TERM LICENSE CESSATION

Not available.

9. UTILIZATION LIMITATIONS - (SIN 132-32)

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.

10. SOFTWARE CONVERSIONS - (SIN 132-32)

Not available.

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.

12. RIGHT-TO-COPY PRICING

Not available.

**PRODUCT AND SERVICES PRICELIST FOR TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32)**



Published GSA Price List

Effective: 31 October 2015

**Government Retirement & Benefits, Inc.
330 John Carlyle Street, Suite 600
Alexandria, VA 22314
(703) 461-9100 v
(703) 461-9103 f
www.grbinc.com**

Product/Catalogue Item: GRB Shared Services™

General Provisions

GRB offers its enterprise system applications and associated services as known as GRB Shared Services™. GRB Shared Services™ is an annual subscription service intended solely for the internal business purposes of the Subscriber as defined below. The subscription services apply only to the Employee Population that the Subscriber services as defined below.

Subscriber – Purchasing organization with servicing population as defined in Employee Population.

Employee Population – Number of employees of the Subscriber that are serviced by the Subscriber.

Price Basis

Pricing contained herein reflects payment in full for annual subscription and is based upon the number of employees in the Employee Population at the beginning of each subscription period. For federal Subscribers the number of employees will be determined by the budgeted/authorized number. All prices and rates contained herein include GSA Industrial Funding Fee (IFF) if applicable.

Subscription Period

The nominal subscription period is for one year. A subscription period may be granted for less than one year, but only under circumstances where a full subscription year has been purchased to follow the partial year. Multi-year subscriptions may be purchased at the discretion of GRB.

Payment Terms

Full payment for annual subscription is due and payable within thirty (30) days from invoice date.

GRB Shared Services™ - GSA Price List	
Employee Population	Annual Subscription
0 - 1,000	\$ 373,396
1,000 - 2,000	\$ 658,423
2,000 - 3,000	\$ 850,851
3,000 - 5,000	\$ 1,183,658
5,000 - 7,500	\$ 1,546,109
7,500 - 10,000	\$ 1,872,581
10,000 - 15,000	\$ 2,460,170
15,000 - 20,000	\$ 2,992,002
20,000 - 25,000	\$ 3,485,712
25,000 - 30,000	\$ 3,951,245
30,000 - 40,000	\$ 4,820,572
40,000 - 50,000	\$ 5,629,095
50,000 - 60,000	\$ 6,394,155
60,000 - 70,000	\$ 7,121,860
70,000 - 80,000	\$ 7,822,330
80,000 - 90,000	\$ 8,497,421
90,000 - 100,000	\$ 9,152,231
100,000 - 125,000	\$ 10,713,533
125,000 - 150,000	\$ 12,188,159
150,000 - 175,000	\$ 13,596,693
175,000 - 200,000	\$ 14,946,728
200,000 - 225,000	\$ 16,248,913
225,000 - 250,000	\$ 17,509,102

Product/Catalogue Item: GRB Platform™

General Provisions

GRB offers its enterprise system applications the GRB Platform™. GRB Platform™ is an annual subscription service intended solely for the internal business purposes of the Subscriber as defined below. The subscription services apply only to the Employee Population that the Subscriber services as defined below.

Subscriber – Purchasing organization with servicing population as defined in Employee Population.

Employee Population – Number of employees of the Subscriber that are serviced by the Subscriber.

Price Basis

Pricing contained herein reflects payment in full for annual subscription and is based upon the number of employees in the Employee Population at the beginning of each subscription period. For federal Subscribers the number of employees will be determined by the budgeted/authorized number. All prices and rates contained herein include GSA Industrial Funding Fee (IFF) if applicable.

Subscription Period

The nominal subscription period is for one year. A subscription period may be granted for less than one year, but only under circumstances where a full subscription year has been purchased to follow the partial year. Multi-year subscriptions may be purchased at the discretion of GRB.

Payment Terms

Full payment for annual subscription is due and payable within thirty (30) days from invoice date.

GRB Platform™ - GSA Price List	
Employee Population	Annual Subscription
0 - 1,000	\$ 46,774
1,000 - 2,000	\$ 54,478
2,000 - 3,000	\$ 61,844
3,000 - 5,000	\$ 76,113
5,000 - 7,500	\$ 93,496
7,500 - 10,000	\$ 110,588
10,000 - 15,000	\$ 144,230
15,000 - 20,000	\$ 177,378
20,000 - 25,000	\$ 210,163
25,000 - 30,000	\$ 242,649
30,000 - 40,000	\$ 306,866
40,000 - 50,000	\$ 370,208
50,000 - 60,000	\$ 432,763
60,000 - 70,000	\$ 494,583
70,000 - 80,000	\$ 555,703
80,000 - 90,000	\$ 616,146
90,000 - 100,000	\$ 675,929
100,000 - 125,000	\$ 822,575
125,000 - 150,000	\$ 965,306
150,000 - 175,000	\$ 1,104,198
175,000 - 200,000	\$ 1,239,305
200,000 - 225,000	\$ 1,370,659
225,000 - 250,000	\$ 1,498,289
250,000 - 275,000	\$ 1,622,213
275,000 - 300,000	\$ 1,742,446
300,000 - 400,000	\$ 2,186,669
400,000 - 500,000	\$ 2,572,473
500,000 - 600,000	\$ 2,900,113
600,000 - 700,000	\$ 3,169,737
700,000 - 800,000	\$ 3,381,441
800,000 - 900,000	\$ 3,535,292
900,000 - 1,000,000	\$ 3,631,335

Product/Catalogue Item: GRB Platform™ (Limited Access)

General Provisions

GRB offers its enterprise system application known as GRB Platform™ (Limited Access). GRB Platform™ (Limited Access) is an annual subscription service intended solely for the internal business purposes of the Subscriber.

Price Basis

Pricing contained herein reflects payment in full for annual subscription. All prices and rates contained herein include GSA Industrial Funding Fee (IFF) if applicable.

Payment Terms

Full payment for annual subscription is due and payable within thirty (30) days from invoice date.

Notes:

- 1 - Full user subscription includes access to all Limited Access capabilities/features.
- 2 - SCD Only user subscription is limited to employee profile and SCD features.
- 3 – Hosting Fee: Fee includes all hardware, bandwidth, administration of application, updates/patches, and unlimited technical support and software usage support (9am-5pm EST, M-F) during the subscription period.
- 4 - Support Fee: Fee includes remote support of installation and configuration, delivery of all updates/patches, and unlimited technical support and software usage support (9am-5pm EST, M-F) during the subscription period.

**GRB Platform™ (Limited Access)
GSA Price List**

Subscription Price	Annual Price
Full User ¹	\$600.00
SCD Only User ²	\$300.00

Hosting ³ /Support Fee ⁴	Annual Price
GRB Hosted (Hosting Fee) ³	\$500.00
Agency Hosted (Support Fee) ⁴	\$7,000.00

Product/Catalogue Item: GRB-eTraining Subscription

General Provisions

GRB offers its enterprise system application known as GRB-eTraining. GRB-eTraining is an annual subscription service intended solely for the internal business purposes of the Subscriber as defined below. The subscription services apply only to the Employee Population that the Subscriber services as defined below.

Subscriber – Purchasing organization with servicing population as defined in Employee Population.

Employee Population – Number of employees of the Subscriber that are serviced by the Subscriber.

Price Basis

Pricing contained herein reflects payment in full for annual subscription and is based upon the number of employees in the Employee Population at the beginning of each subscription period. For federal Subscribers the number of employees will be determined by the budgeted/authorized number. All prices and rates contained herein include GSA Industrial Funding Fee (IFF) if applicable.

Subscription Period

The nominal subscription period is for one year. A subscription period may be granted for less than one year, but only under circumstances where a full subscription year has been purchased to follow the partial year. Multi-year subscriptions may be purchased at the discretion of GRB.

Payment Terms

Full payment for annual subscription is due and payable within thirty (30) days from invoice date.

GRB-eTraining Subscription - GSA Price List

Course Title	Annual Price	
	Qty < 20,000	Qty > 20,000
Planning for Retirement	\$1.47	\$0.94
Financial Planning	\$0.57	\$0.32
New Employee Benefits Orientation	\$1.18	\$0.68

Minimum \$5,000.00 order size required.

GOVERNMENT RETIREMENT & BENEFITS, INC.

**GRB PLATFORM™
MASTER SUBSCRIPTION AGREEMENT
WITH:**

[Subscriber]

EFFECTIVE:

[Beginning Date of Subscription]

1. **Subscription.** This subscription agreement (the "Agreement") for GRB Platform™ is made and entered into as of _____ (the "Effective Date") between Government Retirement & Benefits, Inc. ("GRB") and _____ (the "Subscriber"). The GRB Platform™ features and associated services covered by this agreement ("Subscribed Services") and the Subscribing Population entitled to the Subscribed Services under this Agreement are identified in Attachment - Order Summary

1.1. **Subscriber.** The Subscriber is the Ordering Activity and is defined as the entity authorized to order under GSA Schedule contracts as defined in GSA Order ADM4800.2G, as may be revised from time to time.

1.2. **Subscription Period.** The Subscription shall commence on the Effective Date and shall last for the term set forth in the Attachment - Order Summary.

1.3. **Scope of Subscription.** The Subscribed Services shall consist of those items identified in Attachment - Order Summary. In addition, the Subscriber agrees that unless explicitly stated otherwise, any new features that augment or enhance the Subscribed Services that are in the upgrade path for the Subscribed Services identified in the Attachment – Order Summary will be subject to this Agreement.

1.4. **Subscribing Population.** The Subscribing Population identified in Attachment - Order Summary shall include only employees of the Subscriber. It does not include employees of contractors to the Subscriber or of any other entities that may provide services to or receive services from the Subscriber or any of its subordinate organizations; provided that, contractors to the Subscriber may be permitted access solely in the performance of their contract with the Subscriber on the condition that they are bound to the Ordering Activity, by instruction, agreement or otherwise, to abide by nondisclosure/non-use obligations no less stringent than the ones contained in this Agreement and the Ordering Activity remains liable to GRB for the acts or omissions of its contractors.

2. **Right to Use.** Subject to the terms of this Agreement GRB grants Subscriber a limited, non-transferable, non-exclusive right to access and use GRB's proprietary, GRB Platform™ for the term set forth in the Subscription Period under this Agreement. GRB Platform™ is made available to Subscriber as a hosted service. GRB will host and retain physical control over GRB Platform™ and make such capabilities available only through the Internet for access, use and operation through a Web-browser (e.g., Internet Explorer). No provision under this Agreement shall obligate GRB to deliver or otherwise make available any copies of computer programs or code from GRB Platform™, whether in object code or source code form.

2.1. **Subscriber Data.** For purposes of this article, Subscriber Data includes: (1) any data in its original form that the Subscriber owns and provides to GRB under this Agreement, and (2) any data that the Subscriber enters into GRB Platform™.

2.2. **Passwords, Access, and Notification.** Subscriber will choose or be given all applicable passwords to use in connection with the Subscribed Service. Subscriber is responsible for maintaining the confidentiality of passwords and account (including, if applicable, the passwords and

accounts of each user accessing the Subscribed Service by means of an account established by Subscriber). Furthermore, Subscriber is responsible for any and all activities that occur under Subscriber's account (including, if applicable, the accounts of each user accessing the Subscribed Service by means of an account established by Subscriber). User accounts may not be used concurrently or shared by more than one individual named person. GRB will act as though any electronic communications it receives under Subscriber's account will have been sent by Subscriber. Subscriber agrees to immediately notify GRB if Subscriber becomes aware of any loss or theft or unauthorized use of any of Subscriber's accounts. GRB will not be liable for any loss or damage arising from Subscriber's failure to comply with these requirements.

2.3. Ownership. Subscriber retains all right, title and interest to any and Subscriber Data. GRB has no right, title or interest in Subscriber Data. GRB shall retain all right, title and interest in and to GRB Platform™, Subscribed Services, the documentation for GRB Platform™, and all modifications and/or enhancements to GRB Platform™, regardless of the source of inspiration for any such enhancement or modification and regardless of whether Subscriber have provided input regarding such modifications and/or enhancements. Subscriber acknowledges that GRB will retain all right, title and interest to transactional and performance data related to use of GRB Platform™ which GRB may collect, use and disclose for its business purposes (including GRB Platform™ use optimization and product marketing) provided that such use does not reveal Subscriber identity, or any personally identifiable information that belongs to Subscriber.

2.4. License Restrictions. Except as may be expressly provided elsewhere in this Agreement or except to the extent applicable law precludes such activities from being prohibited by contract, Subscriber shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of GRB Platform™; modify, translate, or create derivative works based on GRB Platform™ or authorize any third party to do so; rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to GRB Platform™; use GRB Platform™ for timesharing or service bureau purposes or otherwise for the benefit of a third party; obfuscate, remove or alter any of the logos, trademarks, internet links, patent or copyright notices, confidentiality or proprietary legends or other notices™ or markings that are on or in GRB Platform™ or the related documentation; or send or store material containing viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs. Because GRB Platform™ is proprietary, Subscriber agrees not to publish or disclose to third parties any evaluation of GRB Platform™ without GRB's prior written consent.

2.5. Prohibited Uses / Lawful Conduct. Subscriber agrees to only use the Subscribed Service for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm.

2.6. Transmission of Data. Subscriber understands that the technical processing and transmission of Subscriber's Electronic Communications is fundamentally necessary to Subscriber's use of the Subscribed Service. Subscriber expressly consents to GRB's receipt and storage of Electronic Communications and/or Subscriber Data, and Subscriber acknowledges and understands that

Subscriber's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by GRB. Subscriber acknowledges and understands that changes to Subscriber's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Subscriber further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Subscriber agrees that GRB is not responsible for any Electronic Communications and/or Subscriber Data which are delayed, lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by GRB, including, but not limited to, the Internet.

2.7. Ethical Hacks. Subscriber shall not and shall not allow anyone working on Subscriber's behalf to (i) perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan without GRB's prior written consent, or (ii) attempt to access the data of another Subscriber. Subscriber shall not and shall not allow anyone working on Subscriber's behalf to use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as "Robots") in conjunction with the Subscribed Service. Common Robots include, without limitation, Loadrunner, Winrunner, Silk performer, Rational Robot, QALoad and WebLOAD and such programs are commonly used for the purpose of data entry, data loading, data migration, load testing, performance testing, performance monitoring, performance measuring and stress testing. If Subscriber or anyone working on Subscriber's behalf uses a Robot, including those listed above or other similar programs, with the Subscribed Service without GRB's prior written consent, it shall constitute a material breach of this Agreement.

2.8. Links/Third Party Data. The Subscribed Service may provide links to other World Wide Web sites or resources. Because GRB has no control over such sites and resources, Subscriber agrees that GRB is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. In addition, Subscriber agrees that GRB is not responsible for any and all third-party information that may be provided to Subscriber through the Subscribed Service.

2.9. Technical Support. During the Term of this Agreement, the Subscriber is eligible to receive technical support including installation and functional usage. Technical support telephone inquiries will be accepted by GRB during normal business hours. Technical support email inquiries are accepted at any time and will be answered during normal GRB business hours.

2.10. Updates. During the Term of this Agreement, the Subscriber is eligible to receive all updates to GRB Platform™ which include periodic distribution of bug fixes, enhancements, and new features as scheduled by GRB.

2.11. Handling of Subscriber Data in the Event of Termination. Subscriber agrees that following termination of Subscriber's account and/or use of the Subscribed Services, GRB may immediately deactivate Subscriber's account and that following a reasonable period of not less than 90 days shall be able to delete Subscriber's account and related Subscriber Data

from GRB's "live" site, while retaining Subscriber Data in "offline" storage. However, in the event that Subscriber's Service with GRB terminates, GRB will grant Subscriber temporary, limited access to the Subscribed Services for the sole purpose of permitting Subscriber to retrieve lawful Subscriber Data. Subscriber further agrees that GRB shall not be liable to Subscriber nor to any third party for any termination of Subscriber access to the Subscribed Services or deletion of Subscriber Data, provided that GRB is in compliance with the terms of this Section.

3. Warranties and Disclaimers

3.1. Warranty of Functionality. GRB warrants to the Subscriber that the Subscribed Services will perform substantially in accordance with any user instructions, manuals, or technical requirements documents that are generally provided by GRB in connection with the Subscribed Services. In the event of a breach of the foregoing warrant, GRB's sole obligations, and Subscriber's sole remedy, shall be, at GRB's option, to use commercially reasonable efforts to correct the Subscribed Services. If GRB is unable to Subscribed Services, Subscriber shall be entitled to terminate the Agreement and shall be entitled to receive a pro-rata refund of the license fees paid for under the Agreement for use of the Subscribed Services for the terminated portion of the Term. GRB shall have no obligation with respect to a warranty claim unless written notification of such claim within thirty (30) days of the first instance of any material functionality problem.

3.2. Service Level Warranty. GRB warrants that during the Term that GRB will meet the service level specified in the "Service Level Agreement" listed on Schedule I hereto, which is hereby incorporated by reference. In the event that GRB fails to achieve the applicable service level in any month, Subscriber will be entitled, as its sole and exclusive remedy, to a credit in accordance with the terms set forth in the Service Level Agreement. Subscriber agrees that GRB's system logs and other records shall be used for calculating any service level events.

3.3. Disclaimer of Warranty. EXCEPT AS PROVIDED IN SECTIONS 4.1 and 4.2 ABOVE, THE SUBSCRIBED SERVICES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND GRB DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER. GRB DOES NOT REPRESENT OR WARRANT THAT THE SUBSCRIBED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SUBSCRIBED SERVICES IS DONE AT SUBSCRIBER'S RISK AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR NETWORK, OR LOSS OF DATA THAT RESULTS FROM SUBSCRIBER'S USE OF THE SUBSCRIBED SERVICES.

4. Limitation of Liability. EACH PARTY'S TOTAL LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE FEES PAID BY SUBSCRIBER TO GRB FOR THE SUBSCRIBED SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OF INJURY THAT GAVE RISE TO THE LIABILITY. NEITHER PARTY SHALL BE LIABLE IN

ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT), WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO CERTAIN EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO SUBSCRIBER.

5. **Modification to or Discontinuation of the Subscribed Services.** GRB reserves the right at any time and from time to time to modify, temporarily or permanently, the Subscribed Services (or any part thereof). In the event that GRB modifies the Subscribed Services in a manner which removes or disables a feature or functionality on which Subscriber materially relies, GRB, at Subscriber's request, shall use commercially reasonable efforts to substantially restore such functionality to Subscriber.
6. **U.S. Government End-Users.** GRB Platform™ under this Agreement is "commercial computer software" as that term is described in 48 C.F.R. 2.101. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48 C.F.R. 12.212 and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

Schedule I
SERVICE LEVEL AGREEMENT FOR SUBSCRIBERS OF GRB Platform™

Service Level Agreement

GRB commits to provide 99.0% uptime with respect to the GRB Platform™ during each month of the Term, excluding regularly scheduled maintenance times.

If in any month this uptime commitment is not met by GRB and Subscriber was negatively impacted (i.e., attempted to log into or access GRB Platform™ and failed due to the unscheduled downtime of the GRB Platform™), GRB shall provide, as the sole and exclusive remedy, a service credit equal to one month's fee for the use of the Subscribed Service.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time.

GRB in its sole discretion may take the Subscribed Service down for unscheduled maintenance and in that event will attempt to notify Subscriber in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Credit Request

In order to receive a credit under this service level agreement, Subscriber must request it by contacting GRB Software/Technical Support, within five days of the end of the applicable month. Subscribers who are past due or in default with respect to any payment or any material contractual obligations to GRB are not eligible for any credit under this Service Level Agreement. GRB shall calculate any service level downtime using GRB's system logs and other records.

Updates/Notice

This Service Level Agreement may be amended by GRB in its discretion but only after providing thirty days advance notice. Notices will be sufficient if provided by email to the registered email address provided for the administrator(s) for Subscriber's account.

**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 **Peter R. Lynn., phone: 703-461-9100, email: gsa@grbinc.com, Fax: 703-461-9103**

**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 of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

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