



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

**Note:** SimiGon, Inc. wishes to participate under the cooperative purchasing and disaster recovery purchasing programs.  
The following SINs are available to state and local: 132-8, 132-33, 132-34, 132-50, 132-51.

**SIN 132-8 PURCHASE OF EQUIPMENT**

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers  
Professional Workstations  
Other Systems Configuration Equipment, Not Elsewhere Classified

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers  
Application Software  
Utility Software  
  
Microcomputers  
Application Software  
Utility Software

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

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

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

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D308	Programming Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

**SimiGon, Inc.**  
**7001 University Blvd.**  
**Winter Park, FL 32792**  
**Phone: (407) 951-5548**  
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[www.simigon.com](http://www.simigon.com)

Contract Number: **GS-35F-0055Y**

DUNS: **19-585-0644**

Period Covered by Contract: **November 9, 2011 – November 8, 2016**

General Services Administration  
Federal Acquisition Service  
Pricelist current through Modification # \_\_\_\_\_, dated \_\_\_\_\_.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System at <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 Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

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

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

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

**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.

The Geographic Scope of Contract will be domestic delivery only.

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

**SimiGon, Inc.  
12001 Research Pkwy. Suite 236  
Orlando, FL 32826**

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:

**(407) 737-7722**

**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  
Block 16: Data Universal Numbering System (DUNS) Number: **19-585-0644**  
Block 30: Type of Contractor - **B. Other Small Business**  
Block 31: Woman-Owned Small Business - **NO**  
Block 36: Contractor's Taxpayer Identification Number (TIN): **59-3641012**

4a. CAGE Code: **1Q3Y0**

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

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**5. FOB DESTINATION**

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**6. DELIVERY SCHEDULE**

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- 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)
132-8	45
132-33	10
132-34	1
132-50	30
132-51	*

*\*Delivery to be determined per Task Order or Statement of Work*

- 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.

*\* Expedited delivery to be negotiated between Contractor and Ordering Activity*

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**7. DISCOUNTS:**

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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: **NONE**
- c. Dollar Volume: **NONE**
- d. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other: **NONE**

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**8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:**

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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.

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**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

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Export Packing is not available on this contract.

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**10. SMALL REQUIREMENTS:**

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The minimum dollar value of orders to be issued is \$100 for all vendors.

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**11. MAXIMUM ORDER**

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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 132-8 - Purchase of Equipment
  - Special Item Number 132-33 - Perpetual Software Licenses
  - Special Item Number 132-34 - Maintenance of Software
  - Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
  - Special Item Number 132-50 - Training Courses

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

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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.

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**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

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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.

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

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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.

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**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

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Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, (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, (301)975-2833.

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

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- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.  
NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

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

#### **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:**

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

#### **16. GSA ADVANTAGE!**

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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**

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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**

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- 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**

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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: **NONE**

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)**

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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**

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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**

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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 receive 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**

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If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.Simigon.com](http://www.Simigon.com)  
The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

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

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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)**

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- (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**

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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**

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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 PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION: Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, Simigon, Inc. through manufacturers' technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment, provided the ordering activity has purchased the appropriate Training and/or Services at the prices designated in the GSA Pricelist. The charges for such services are listed in the price schedule.
- b. **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.
- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

## **6. WARRANTY**

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

### **Simigon, Inc. 2011 Warranty Statement**

SimiGon guarantees that its software will work provided that it is used in accordance with SimiGon guidelines and documentation and a current and active support agreement is in place in accordance with this document.

SIMbox modules are supplied with a one-year warranty on SimiGon developed Software

- 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.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Manufacturer's plant.

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

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The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

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The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

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When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

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

**1. INSPECTION/ACCEPTANCE**

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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**

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- 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.

**3. TECHNICAL SERVICES**

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The Contractor (through the applicable manufacturer), without additional charge to the ordering activity, shall provide a technical support hotline for the purpose of providing user assistance and guidance in the support of the software. Please see pricelist or contact Simigon, Inc. at [407-737-7722](tel:407-737-7722) for additional details. The technical support number is available from **8am to 5pm EST**.

**4. SOFTWARE MAINTENANCE**

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- a. Software maintenance as it is defined:

**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 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).

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

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- 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.

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

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- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions
  - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.



**7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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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.

**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**

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- 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**

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Simigon, Inc. does not offer "no charge" training, unless specified in the contract's pricelist.

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

**1. SCOPE**

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

**2. PERFORMANCE INCENTIVES**

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

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

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

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

after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

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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**

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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**

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

## **9. INDEPENDENT CONTRACTOR**

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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**

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### **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**

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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**

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

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

## **14. INCIDENTAL SUPPORT COSTS**

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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**

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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**

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- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. 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.

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

**Amos Vizer**  
**(P) 407- 951-5548**  
**(F) 407 960-4794**  
[amosv@simigon.com](mailto:amosv@simigon.com)



## **SIMIGON, INC. RETURN POLICY**

It is the official policy of Simigon, Inc. that every sale made is final and no returns are accepted. If a product is not working properly according to specifications, it will be repaired to proper working order in accordance with our warranty terms.

**AWARDED GSA  
LABOR CATEGORY DESCRIPTIONS**

### **Senior Programmer**

**Minimum/General Experience:** Eight years of experience in software development. Position requires the ability to multi-task, and a detailed understanding of design, implementation, debugging of software applications, as well as experience in integration with 3<sup>rd</sup> party software and hardware.

**Functional Responsibility:** Recognized as an expert in software design and development, the Senior Programmer provides high level expertise for the work described in the task. Provides advanced evaluation and analytic skills for client specific or mission-critical software requirements. Displays broad and deep knowledge of software design and development and provides leadership and vision throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Supervises teams in accomplishing tasks and trains subordinate staff in the technical aspects of assigned work.

**Minimum Education:** A Masters Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Masters degree, a Bachelors Degree and six years of relevant work experience can be substituted.

### **Programmer**

**Minimum/General Experience:** Two years of experience in software development. Position requires understanding of design, implementation, debugging of software applications.

**Functional Responsibility:** the Programmer has the know-how in computer software design and development, and has the required level of expertise for the work described in the task. Provides analytic skills for and development skills for the software requirements defined in his tasks. Displays broad knowledge of software design and development and provides hands-on software development work. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Reports to his supervisors and other staff in the technical aspects and progress of assigned work.

**Minimum Education:** A Bachelors Degree in Information Technology, Engineering, or Computer Science. In lieu of a Bachelors degree, three years of relevant work experience can be substituted.

### **Project Manager**

**Minimum/General Experience:** at least three years of management and supervisory experience within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

**Functional Responsibility:** As primary point of contact for the customer, the Project Manager directs completion of complex tasks within estimated timeframe and budget constraints, while oversees all project work. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with scope requirements.

**Minimum Education:** Bachelor degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelors degree, four years relevant experience and/or technical certificates may be substituted.

**Simigon, Inc.**  
**SIN 132-51: IT Professional Services**  
**GSA Pricing**

JOB TITLE	UNIT OF ISSUE	GSA AWRDED PRICE
Senior Programmer	Hour	\$185.69
Programmer	Hour	\$131.94
Project Manager	Hour	\$166.15

**AWARDED GSA  
TRAINING COURSE DESCRIPTIONS**

## **SIMci Developer Certification Course**

### **1) Course Description**

The SIMbox Certified Individual (SIMci) Developers course will train and certify its graduates to use the SIMbox Developer Toolkit. The course may also cover the SIMbox HLA configuration tools (depending on customer requirements). At the end of the course, the certified individuals would be able to develop new and edit existing SIMbox systems and entities, and federating SIMbox systems into an HLA federation.

### **2) Length and Type of Course**

The course is 2 weeks long (10 business days)

### **3) Prerequisites (if applicable)**

Knowledge of C++, experience with working in Microsoft Visual Studio environment, Knowledge of MFC, Familiar the relevant subject matter (aviation systems/weapon systems, Comm' systems, etc.)

### **4) Minimum/Maximum Number of Students**

Each Course may include up to four (4) trainees.

### **5) Class Schedule and Location**

The Course can be performed at one of SimiGon's facilities or at a customer designated site. The course will be scheduled per customer request.

### **6) Materials Necessary**

All materials are electronic, but can be printed on-demand, included in the training cost. All materials will be provided by SimiGon, and include the SIMbox Developer Toolkit user guide, the course's training lectures, and courses exercises.

The trainee will need provide a computer installed with MS-Office, and Microsoft Visual Studio, as a baseline for the SIMbox developer Toolkit.

### **7) Price of Course**

GSA Price: \$19,143.58

## **SIMci TOT Certification Course**

### **1) Course Description**

The SIMbox Certified Individual (SIMci) TOT course will train and certify its graduates to use the SIMbox Terrain Optimization Tool (TOT).

### **2) Length and Type of Course**

The course is provided using online webinar. The course may take 30 minutes to an hour, depending on the level of experience of the user in terrain development.

### **3) Prerequisites (if applicable)**

Experience in developing OpenFlight terrains. Experience with the Terra-Vista terrain generation tool.

### **4) Minimum/Maximum Number of Students**

Each course may include up to four (4) trainees.

### **5) Class Schedule and Location**

The course will be provided in an online session, and scheduled based on customer's request.

### **6) Materials Necessary**

All materials are electronic, but can be printed on-demand, included in the training cost. All materials will be provided by SimiGon, and include the SIMbox TOT User Guide. The trainee will need a computer installed with MS-office as a baseline for the SIMbox ISD Toolkit.

### **7) Price of Course**

GSA Price: \$2,871.54

## **SIMci ISD Certification Course**

### **1) Course Description**

The SIMbox Certified Individual (SIMci) developers course will train and certify its graduates to use the SIMbox ISD Toolkit.

### **2) Length and Type of Course**

The course is 2 weeks long (10 business days)

### **3) Prerequisites (if applicable)**

None.

### **4) Minimum/Maximum Number of Students**

Each course may include up to four (4) trainees.

### **5) Class Schedule and Location**

The Course can be performed at one of SimiGon's facilities or at a customer designated site.

### **6) Materials Necessary**

All materials are electronic, but can be printed on-demand, included in the training cost. All materials will be provided by SimiGon, and include the SIMbox ISD Toolkit User Guide, the course lectures and exercises.

### **7) Price of Course**

GSA Price: \$13,400.50

## **SIMbox Motion Models - Software training course.**

### **1) Course Description**

The SIMbox Certified Individual (SIMci) Motion Models course will train and certify its graduates to use the SIMbox Motion Model Editor, and the development of motion models and physical properties of simulation objects. The course covers aerial and ground motion model. The course graduate will have the knowledge and skills to develop new motion models for the SIMbox simulation.

### **2) Length and Type of Course**

The course is one week long (5 business days)

### **3) Prerequisites (if applicable)**

C++ programming experience is required. In addition, an engineering / physics background is preferred.

### **4) Minimum/Maximum Number of Students**

Each Course may include up to Four (4) trainees.

### **5) Class Schedule and Location**

The Course can be performed at one of SimiGon's facilities or at a customer designated site.

### **6) Materials Necessary**

All materials are electronic, but can be printed on-demand, included in the training cost. All materials will be provided by SimiGon, and include the course lectures and exercises, generic motion model code samples (a visual studio project), and the SIMbox Motion Model Editor user Guide.

### **7) Price of Course**

GSA Price: \$8,614.61



SIN	MFR	Part Number	Product Description	Awarded GSA Price	Warranty	COO
132-33	SimiGon	SIM-TOOL-CBT	<b>SIMbox CBT Content Editor</b> - Develop New CBT content in SCORM 2004 3rd edition format. Requires SIMbox Client Standard (or better) as a baseline	\$ 10,528.97	12 months	Israel
132-34	SimiGon	SIM-TOOL-CBT - M	<b>SIMbox CBT Content Editor - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 1,579.35	-	-
132-33	SimiGon	SIM-TOOL-SE	<b>SIMbox Scenario Editor</b> - Develop New simulation scenarios. Requires SIMbox Client Standard (or better) as a baseline	\$ 2,871.54	12 months	Israel
132-34	SimiGon	SIM-TOOL-SE - M	<b>SIMbox Scenario Editor - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 430.73		
132-33	SimiGon	SIM-TOOL-ISD	<b>SIMbox ISD Toolkit</b> - Develop new training scenarios including Virtual Instructor, and create complete content packages in SCORM 2004 3rd edition format. Requires SIMbox Client Standard (or better) as a baseline	\$ 19,143.58	12 months	Israel
132-34	SimiGon	SIM-TOOL-ISD - M	<b>SIMbox ISD Toolkit - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 2,871.54		
132-50	SimiGon	SIM-TRN-ISD	<b>SIMci ISD Certification Course</b> - The SIMbox Certified Individual (SIMci) developers course will train and certify its graduates to use the SIMbox ISD Toolkit. Each course may include up to four (4) trainees. The Course can be performed at one of SimiGon's facilities or at a customer designated site. The course is 2 weeks long (10 business days) Course price does not include travel expenses.	\$ 13,400.50	12 months	Israel
132-33	SimiGon	SIM-TOOL-DEV	<b>SIMbox Developer Toolkit</b> - Develop new SIMbox simulation components, and integrate 3rd party simulations. Requires SIMbox Client Standard (or better) as a baseline.	\$ 28,715.37	12 months	Israel
132-34	SimiGon	SIM-TOOL-DEV - M	<b>SIMbox Developer Toolkit - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 4,307.30		
132-50	SimiGon	SIM-TRN-DEV	<b>SIMci Developer Certification Course</b> - The SIMbox Certified Individual (SIMci) developers course will train and certify its graduates to use the SIMbox Developer Toolkit. the course may also cover the SIMbox HLA configuration tools (depending on customer requirements). At the end of the course, the certified individuals would be able to develop new and edit existing SIMbox systems and entities, and federating SIMbox systems into an HLA federation. Each course may include up to four (4) trainees. The Course can be performed at one of SimiGon's facilities or at a customer designated site. The course is 2 weeks long (10 business days) Course price does not include travel expenses.	\$ 19,143.58	12 months	Israel
132-33	SimiGon	SIM-TOOL-PHY	<b>SIMbox Physics Toolkit</b> - Develop new motion models for the SIMbox simulation. Requires SIMbox Client Standard (or better) as a baseline.	\$ 19,143.58	12 months	Israel
132-34	SimiGon	SIM-TOOL-PHY - M	<b>SIMbox Physics Toolkit - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 2,871.54		
132-50	SimiGon	SIM-TRN-PHY	<b>SIMbox Physics Toolkit - Software training course.</b> The SIMbox Certified Individual (SIMci) Physics course will train and certify its graduates to use the SIMbox Physics Toolkit. The course graduate will have the knowledge and skills to develop new motion models for the SIMbox simulation. Each Course may include up to Four (4) trainees.	\$ 8,614.61	12 months	Israel
132-33	SimiGon	SIM-TOOL-TOT	<b>SIMbox Terrain Optimization Tool</b> - Optimize OpenFlight Terrains to run more efficiently on the SIMbox simulation	\$ 4,785.89	12 months	Israel
132-34	SimiGon	SIM-TOOL-TOT - M	<b>SIMbox Terrain Optimization Tool - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 717.88		
132-50	SimiGon	SIM-TRN-TOT	<b>SIMci TOT Certification course</b> - The SIMbox Certified Individual (SIMci) TOT course will train and certify its graduates to use the SIMbox Terrain Optimization Tool (TOT). The course will be provided in an online session. Each course may include up to four (4) trainees.	\$ 2,871.54	12 months	Israel
132-33	SimiGon	SIM-SRVR-LTE	<b>SIMbox Server Lite</b> - SCORM 2004 LMS server that only supports online users	\$ 38,287.15	12 months	Israel
132-34	SimiGon	SIM-SRVR-LTE - M	<b>SIMbox Server Lite - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 5,743.07		
132-33	SimiGon	SIM-SRVR-STD	<b>SIMbox Server Standard</b> - SCORM 2004 LMS server that supports online and offline users	\$ 62,216.62	12 months	Israel
132-34	SimiGon	SIM-SRVR-STD - M	<b>SIMbox Server Standard - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 9,332.49		

SIN	MFR	Part Number	Product Description	Awarded GSA Price	Warranty	COO
132-33	SimiGon	SIM-SRVR-PRO	<b>SIMbox Server Professional</b> - SCORM 2004 LMS, LCMS capabilities, including support for content development (Check out/check-in, version tracking, etc.), and basic reporting capabilities	\$ 90,931.99	12 months	Israel
132-34	SimiGon	SIM-SRVR-PRO - M	<b>SIMbox Server Professional - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 13,639.80		
132-33	SimiGon	SIM-SRVR-ENT	<b>SIMbox Server Enterprise</b> - SCORM 2004 LMS, LCMS capabilities, including support for content development, and advanced reports generation and management. Supports management of multiple domains	\$ 114,861.46	12 months	Israel
132-34	SimiGon	SIM-SRVR-ENT - M	<b>SIMbox Server Enterprise - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 17,229.22		
132-33	SimiGon	SIM-TMS-STD	<b>SIMbox TMS Standard</b> - Course creation and management, scheduling, resource management, and trainee calendars. Requires SIMbox server Professional as a baseline.	\$ 28,715.37	12 months	Israel
132-34	SimiGon	SIM-TMS-STD - M	<b>SIMbox TMS Standard - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 4,307.30		
132-33	SimiGon	SIM-CLNT-LTE	<b>SIMbox Client Lite</b> - Offline LMS access.	\$ 47.86	12 months	Israel
132-34	SimiGon	SIM-CLNT-LTE - M	<b>SIMbox Client Lite - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 7.18		
132-33	SimiGon	SIM-CLNT-THN	<b>SIMboxClient ThinSIM</b> - Offline LMS access, Standalone online simulation client (no playback, no input devices)	\$ 5,743.07	12 months	Israel
132-34	SimiGon	SIM-CLNT-THN - M	<b>SIMboxClient ThinSIM - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 861.46		
132-33	SimiGon	SIM-CLNT-STD	<b>SIMbox Client Standard</b> - Offline LMS access, Standalone simulation capability with and comprehensive playback and AAR	\$ 13,400.50	12 months	Israel
132-34	SimiGon	SIM-CLNT-STD - M	<b>SIMbox Client Standard - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 2,010.08		
132-33	SimiGon	SIM-CLNT-PRO	<b>SIMbox Client Professional</b> - Offline LMS access, Standalone and DMO simulation, playback with "What-If" capability, and scenario generation functionality.	\$ 19,143.58	12 months	Israel
132-34	SimiGon	SIM-CLNT-PRO - M	<b>SIMbox Client Professional - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 2,871.54		
132-33	SimiGon	SIM-CLNT-ENT	<b>SIMbox Client Enterprise</b> - Offline LMS access, Standalone and DMO simulation, playback with "What-If" capability. Scenario generation functionality. Instructor Operating Station (IOS).	\$ 27,758.19	12 months	Israel
132-34	SimiGon	SIM-MAINT1 - M	<b>SIMbox Client Enterprise - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 4,163.73		
132-8	SimiGon	SIM-MTD-S	<b>SIMbox Modular Trainind Device (MTD) - standalone</b> Includes SIMbox Client Standard software and the following hardware: - 26" flat panel touch screen - Upgraded HOTAS Flight control replica - Rudder pedals	\$ 42,115.87	12 months	USA
132-8	SimiGon	SIM-MTD-DMO	<b>SIMbox Modular Trainind Device (MTD) - for DMO</b> Includes SIMbox Client Professional software and the following hardware: - 26" flat panel touch screen - Upgraded HOTAS Flight control replica - Rudder pedals	\$ 47,858.94	12 months	USA
132-8	SimiGon	SIM-MTD-LVL1	<b>SIMbox Modular Trainind Device (MTD) Level 1</b> Requires SIMbox Client Standard (or better) as a baseline. The MTD level 1 includes the following hardware: - 26" flat panel touch screen - Upgraded HOTAS Flight control replica - Rudder pedals	\$ 6,523.17	12 months	USA

SIN	MFR	Part Number	Product Description	Awarded GSA Price	Warranty	COO
132-33	SimiGon	SIM-F16-M4.3	<p><b>SIMbox F16 MLU M4.3 simulation</b> includes about 90% of the entire aircraft avionic systems. Available Targeting PODs:</p> <ul style="list-style-type: none"> <li>• LANTIRN</li> <li>• Pantera (the export version of the Sniper POD)</li> <li>• Litening</li> <li>• Litening AT</li> </ul> <p>Main systems which are not functional or not fully functional are: - AG Radar, Some C2 Messages in Link16, Startup Functionality - SIM Mode is not functional, Only some Malfunctions are functional, DTC loading is not functional, EEGS gun system is a prototype and not fully functional, Electrical system, Hydraulic system, Autopilot, Fuel System not fully implemented, COMM Radio, Oxygen System, BIT Tests (Test page), Weapons Stores and Fuel Tanks effecting performance of the aircraft</p> <p>Requires SIMbox Client Standard (or better) as a baseline. Does not include any hardware</p>	\$ 28,715.37	12 months	USA
132-34	SimiGon	SIM-F16-M4.3 - M	<b>SIMbox F16 MLU M4.3 simulation - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 4,307.30		
132-33	SimiGon	SIM-PRED	<p><b>SIMbox Predator simulation - Basic</b> The basic simulation includes the following functionality: Generic UAS flight model Sensor capabilities – Day sensor, white hot, black hot (low fidelity emulation of the IR modes) Zoom levels: Ultra Wide, Wide, Narrow, X2, X4 Tracking modes: Position, Rate No laser designation No ability to launch weapons.</p>	\$ 1,914.36	12 months	USA
132-34	SimiGon	SIM-PRED - M	<b>SIMbox Predator simulation - Basic - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 287.15		
132-33	SimiGon	SIM-F16-DCAS	<b>Adds LINK-16 DCAS</b> messaging capability to the SIMbox based F16 simulation. Works with SIMbox Virtual LSOC station and SIMbox JTAC Emulator	\$ 18,375.62	12 months	US
132-34	SimiGon	SIM-F16-DCAS - M	<b>Adds LINK-16 DCAS - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 2,756.34		
132-33	SimiGon	SIM-VRTL-LSOC	<b>SIMbox Virtual LSOC station</b> enables SIMbox JTAC emulator to communicate with SIMbox F16 DCAS component using simulated LINK-16	\$ 18,375.62	12 months	US
132-34	SimiGon	SIM-VRTL-LSOC - M	<b>SIMbox Virtual LSOC station - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 2,756.34		
132-33	SimiGon	SIM-JTAC-BSC	<p><b>SIMbox JTAC</b> Basic emulator the following TACP CASS functionality:</p> <ul style="list-style-type: none"> <li>- TACP Dashboard main interface GUI toolbar / dialog</li> <li>- JTASR Dialog with Sending and Receiving to simulated JSOC and F-16</li> <li>- 9-Line Tab with Sending and Receiving to simulated JSOC and F-16</li> <li>- ASOC Approval interface</li> </ul>	\$ 72,026.30	12 months	US
132-34	SimiGon	SIM-JTAC-BSC - M	<b>SIMbox JTAC - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 10,803.94		
132-33	SimiGon	SIM-JTAC-ADV	<p><b>SIMbox JTAC -1</b> (prerequisite is purchase of SIM-JTAC-BSC, SIM-VRTL-LSOC, and SIM-F16-DCAS) Advanced emulator includes the SIMbox JTAC Basic emulator and adds the following functionality:</p> <ul style="list-style-type: none"> <li>- CAS Mission dialog</li> <li>- CAS Disapprove</li> <li>- Ownship Position</li> <li>- Observed Position</li> </ul>	\$ 101,462.83	12 months	US
132-34	SimiGon	SIM-JTAC-ADV - M	<b>SIMbox JTAC -1 - Maintenance</b> - Year 2 and beyond (first year of support is included with initial purchase). Includes phone and e-mail support during business hours and version updates.	\$ 15,219.42		
132-33	SimiGon	SIM-JTAC-COMP	<p><b>SIMbox JTAC -2</b> (prerequisite is purchase of SIM-JTAC-ADV, SIM-JTAC-BSC, SIM-VRTL-LSOC, and SIM-F16-DCAS) Complete emulator includes the SIMbox JTAC Advanced emulator and includes complete emulation of all Dialogs, buttons, user interactions including, startup, initialization, all combinations of use of the Dashboard. Also includes the ability to interact with Falconview and do full training with full functional of the TACP CASS dashboard 1.4.1.</p>	\$ 201,545.27	12 months	US

Simigon, Inc.  
 Annual Escalation for Contract Base Term  
 Effective: 11/9/11  
 GS-35F-0055Y

Labor Category	<i>Base Term</i>					
	Awarded GSA Rates	Annual Escalation Rate*	Awarded GSA Hourly Rate - Year 2	AwardedGSA Hourly Rate - Year 3	Awarded GSA Hourly Rate - Year 4	Awarded GSA Hourly Rate - Year 5
Senior Programmer	\$185.69	3.00%	\$191.26	\$197.00	\$202.91	\$209.00
Programmer	\$131.94	3.00%	\$135.90	\$139.97	\$144.17	\$148.50
Project Manager	\$166.15	3.00%	\$171.13	\$176.26	\$181.55	\$187.00