

## ATTACHMENT I

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



### GENERAL DESCRIPTION:

#### CrossForm<sup>®</sup>, Powerful Software for Maintenance and Asset/Facility Management

CrossForm simplifies, streamlines, and organizes the work order process while maintaining a history of every action. CrossForm is designed to help companies and government agencies efficiently dispatch in-house technicians and vendors to various sites. CrossForm's powerful capabilities include: dispatching demand and preventive maintenance requests, asset and inventory management, convenient web interfaces, wireless/mobile solutions, and over 300 reports for analyzing. Expansion tools are available to further customize a solution for any business or government operation that requires task or work order management. The tools include an easy to use PDA based module, an Inspection application, and an online website designed to enhance communication with vendors. With several built in time saving features, CrossForm results in improved productivity and reduced expenses.

- SINS** Special Item No. 132-32 Term Software Licenses  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software  
Special Item No. 132-50 Training Courses  
Special Item No. 132-51 Information Technology Professional Services

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

*Mainstream Software classifies Term software licenses as the SIN relating to the CrossForm ASP, Mainstream Software hosted solution. The buyer would subscribe to CrossForm for a term commitment and pay the monthly fees associated. (see Pricelist – Attachment I)*

#### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Microcomputers

Application Software

**NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable**

**on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.**

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Microcomputers

Application Software

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

**SIN 132-34 - MAINTENANCE OF SOFTWARE****SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)****SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

**Mainstream Software Inc.**  
2198 E Enterprise Parkway  
Twinsburg, Ohio 44087  
800-337-2645  
[www.mainstreams.com](http://www.mainstreams.com)

Contract Number: GS-35F-0088T

Period Covered by Contract: 11/1/06 -11/1/11

General Services Administration  
Federal Supply Service

Pricelist current through Modification #\_\_\_\_\_, dated \_\_\_\_\_.

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

Mainstream Software Inc.  
800-337-2645  
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<b>INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS</b>
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**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.

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.

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

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

Ordering Address: Mainstream Software, Inc.  
2198 Enterprise E. Parkway  
Twinsburg, OH 44087

Payment Address: Mainstream Software, Inc.  
2198 Enterprise E. Parkway  
Twinsburg, OH 44087

Mainstream Software Inc.  
800-337-2645  
[www.mainstreams.com](http://www.mainstreams.com)  
GS-35F-0088T

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 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:

800-337-2645 or 330-963-0103

### 3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **79-455-5854**

Block 30: Type of Contractor: **B. Other Small Business**

Block 31: Woman-Owned Small Business - **NO**

Block 36: Contractor's Taxpayer Identification Number (TIN): **34-1715657**

4a. CAGE Code: \_\_ (do not have yet) \_\_

4b. Contractor **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
132-33	30 Days
<b>Expedited Delivery:</b>	
<b>132-32</b>	<b>10 Days</b>
<b>132-33</b>	<b>10 Days</b>

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: No prompt payment discount
  - b. Quantity: Discounts provided on quantity purchased (see Price Sheet)
  - c. Dollar Volume: 5% discount on orders of \$500,000 or greater
  - d. Government Educational Institutions are offered the same discount as all other government customers.
  - e. Other: Promotional discounts occur from time to time, but do have expiration dates.

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

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

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

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$1,000.

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  
 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

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

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

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

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

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

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

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

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

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

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

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

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

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

## **16. GSA ADVANTAGE!**

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

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

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

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

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

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

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

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

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

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

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

## **19. OVERSEAS ACTIVITIES**

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

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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 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.

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.mainstreams.com](http://www.mainstreams.com)

The EIT standard can be found at: [www.Section508.gov/](http://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),  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER  
132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34)  
OF GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY SOFTWARE**

### **1. INSPECTION/ACCEPTANCE**

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

### **2. GUARANTEE/WARRANTY**

Mainstream Software Inc.  
800-337-2645  
[www.mainstreams.com](http://www.mainstreams.com)  
GS-35F-0088T

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.

**Mainstream Software's commercial guarantee/warranty clauses:**

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.

Mainstream warrants that the Software, when shipped, will conform to its then current published documentation on computer systems set forth in said documentation. In the event that the Software does not conform and licensee notifies Mainstream in writing within one year from the date of this Agreement, then Mainstream shall at its option, either correct the defect, or replace the Software with a conforming copy.

Mainstream further represents and warrants that in connection with the Software and its performance under this Agreement that:

All Services shall be performed in a professional and workmanlike manner;

It has full authority to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights granted to licensee;

That the Software and Services provided or licensed by Mainstream to licensee hereunder (or under any separate license agreement) and their use do not infringe any existing or subsequently issued or pending patent, copyright, trade secret, or other proprietary right of any Third Party ("Third Party" or grammatical variations thereof shall mean persons, corporations and entities other than licensee, Mainstream, and any affiliates);

That there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement;

That any Software provided or licensed to licensee by Mainstream does not contain or will not contain any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than licensee.

That no Software or hardware provided or licensed to licensee by Mainstream contains or will contain any virus, Trojan horse, worm, or other software routine or hardware component designed to permit unauthorized access or to disable, erase, or otherwise harm software, hardware, or data;

That in performing its obligations under this Agreement, Mainstream shall at all times observe and comply with all federal, state and local laws, ordinances, orders, and regulations of the federal, state, county, or city governments.

Continuing Warranties. Mainstream agrees that each of the foregoing representations and warranties will continue to be true and correct throughout the Term, and to the extent that any such representations and warranty becomes untrue, Mainstream will notify Licensee of the facts and circumstances surrounding such failure.

**EXCEPT FOR THE WARRANTIES SET FORTH HEREIN IN THIS SECTION, MAINSTREAM DISCLAIMS ALL WARRANTIES WITH REGARD TO THE 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.

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 330-963-0103 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am to 4:45pm EST.

### 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

<b>Mainstream Software Support Activities</b>			
<b>SUPPORT ACTIVITY</b>	<b>GOLD LEVEL</b>	<b>SUPPORT LEVEL SILVER LEVEL</b>	<b>BRONZE LEVEL</b>
<b>Description Of Service</b>	Premium level of support service for Mission critical application support requirements Provided by Mainstream Software	High level of support services for Mission critical application support requirements. Provided by Mainstream Software	Acceptable level of support services for High Priority applications. Provided by Mainstream Software.
<b>Application/ System Support Hours</b>	Support available 24 hours/day, 7 days week	Support available 24 hours/day, 7 days week	Support available during Mainstream business hours
<b>Scheduled System Outages</b>	Any required system downtime (for routine maintenance, upgrades, etc) will be documented at least two weeks in advance by mainstream and the schedule posted on the company website.	Any required system downtime(for routine maintenance, upgrades, etc) will be documented at least two weeks in advance by mainstream and the schedule posted on the company website	Any required system downtime(for routine maintenance, upgrades, etc) will be documented at least two weeks in advance by mainstream and the schedule posted on the company website
<b>Data Maintenance/ Backup and Restoration</b>	Daily scheduled backups. Archived and stored off site. Data restoration next calendar day.	Daily scheduled backups. Archived and stored off site. Data Restoration next business day.	Daily scheduled backups. Archived and stored off site. Data Restoration within 2 business days.
<b>Response To Support Inquiries</b>	During Mainstream Business hours: 0.5 hours maximum Outside Mainstream Business Hours: 1 hour maximum. Work to resolution of problem.	During Mainstream Business hours: 1 hour maximum Outside Mainstream Business Hours: 2 hours maximum. Work to resolution of problem.	During Mainstream Business hours (8am – 5 pm EST) 2 hours maximum. Work to resolution of problem.

<b>Dedicated Support Engineer</b>	Yes	No	No
<b>Disaster Recovery</b>	Response per support level. Work to restoration of system in DR Environment	Response per support level. Work to restoration of system in DR Environment	Response per support level. Work to restoration of system in DR Environment

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

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

Not applicable –Mainstream’s term license offering is CrossForm ASP (Application Software Provider). The buyer has the option to subscribe to CrossForm utilizing Mainstream Software’s servers for a monthly fee.

(See Pricelist – attachment 1)

#### **6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

Not applicable –Mainstream’s term license offering is CrossForm ASP (Application Software Provider). The buyer has the option to subscribe to CrossForm utilizing Mainstream Software’s servers for a monthly fee.

(See Pricelist – attachment 1)

#### **7. TERM LICENSE CESSATION**

Not applicable –Mainstream’s term license offering is CrossForm ASP (Application Software Provider). The buyer has the option to subscribe to CrossForm utilizing Mainstream Software’s servers for a monthly fee.

(See Pricelist – attachment 1)

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve,

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800-337-2645  
[www.mainstreams.com](http://www.mainstreams.com)  
GS-35F-0088T

analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

#### **9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)**

Not applicable –Mainstream's term license offering is CrossForm ASP (Application Software Provider). The buyer has the option to subscribe to CrossForm utilizing Mainstream Software's servers for a monthly fee.

**(See Pricelist – attachment 1)**

#### **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

#### **11. RIGHT-TO-COPY PRICING**

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

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

**1. SCOPE**

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

**2. ORDER**

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

**3. TIME OF DELIVERY**

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

**4. CANCELLATION AND RESCHEDULING**

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

**5. FOLLOW-UP SUPPORT**

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

## 6. PRICE FOR TRAINING

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

## 7. INVOICES AND PAYMENT

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

## 8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
 

**Courses range from 1-3 days**
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
 

**On site training –**

**Minimum students = 1**

**Maximum students = 15**

**E-Learning Classes (per session):**

**Minimum students = 1**

**Maximum students = 4**
  - (5) The locations where the course is offered;

**Training can be preformed at your location, our location, or online.**

Onsite- we visit you: For on-site training, a Mainstream Software professional will travel to the customer location. The customer is responsible for travel expenses and providing an adequate sized training facility with work stations for each student attending the course.

Mainstream Software location- we welcome you: All training will be conducted by a certified Mainstream Software professional at our location. Each student will be provided with their own high powered work station on a large worktable.

Initial training is most effective in person and highly recommended. E-learning classes are perfect for refreshers and learning how to utilize other modules in the system.

Course #	Course Name	Description
4003	CSR Course	Customer Service Representative (CSR) basic training including form navigation, shortcut keys, grid operation, call entry form, order processing, dispatching screens, quick list, etc. This course covers everything a CSR needs to know to process daily calls and orders in CrossForm.
4004	Administration Course	This is the CrossForm Administration course that covers setting up sites, service agreements, priorities and targets, status codes, problem codes, resolution codes, vendors, equipment, warranty, inventory and all other activity necessary in administering a CrossForm installation. Also covered are the internals to the Messenger and IVR applications. You'll also learn how to set up customized dispatch boards.
4005	Service Accounting Course	There are several tasks that are used only by the lead users of the group or by certain, focused accounting groups within the organization. For example, contract administration and reporting, taking technician time, managing truck & warehouse inventory, running technician productivity reports, warranty reporting, monitoring Messenger status, and the troubleshooting that goes with all of it. We'll show you how to correct errors in calls and orders, and how to run certain ad-hoc reports specific to CSR activities. This course allows you to get the most out of CrossForm.
4006	Inventory Management Course	If inventory tracking is a primary focus for certain individuals in your company, such as warehousemen or technicians, then this course is suited for them. We'll show you how to manage your inventory within CrossForm. Processing receipts, making adjustments, running journal and valuation reports, etc. You'll also learn how to run reconciliation reports that are used for physical inventory counts periodically in your organization. Several labs are provided for real-world scenarios.
4007	Advisor Developer Course	CrossForm comes with a knowledge tree package called the CrossForm Advisor. This environment has its own development cycle complete with callback functions and OLE servers. This course will teach you how to create complex node trees, incorporate data from a session directly into an order, spawn several orders in a workflow environment from one call, generate email behind the scenes following a user response, and other useful utilities that can make your CrossForm installation a complete success.
4008	Supervisor Course	This course is specially designed for Service Managers to enable them to get the reports they need out of CrossForm. Both system standard and ad-hoc reporting from Microsoft Access is covered. Managers are encouraged to bring their laptops along. Also covered are the reporting tools available from the WEB that can be used against CrossForm.
4009	Application Developer Course	If you're going to be customizing the source code of CrossForm, you'll need this course. We'll show you the internals of the system, including RDO methodologies that we've employed. Plus, you'll learn how to write IVR scripts, the basics of SQL Server procedures and general RDO techniques from VB5. This course also covers the basics in creating Advisor Node Trees and in using our case tool,

		ERWin, to manipulate database tables to add fields, constraints, checks, triggers and defaults.
4010	Support Professional Course	Support personnel will benefit from this class as it covers typical problems over all the modules of the system. You'll learn how to drill down and solve users problems using the system. A comprehensive look at all of the server modules, from application to database, from messenger to remote and web, are covered. Courses 4003 through 4006 are prerequisites to this course. The student will become exposed to the database server, complete with entity-relation diagrams. The tools used in the class consist of Enterprise Manager, Query Analyzer, Crystal Reports, as well as all of the CrossForm® built-in support tools.

E-Learning Classes- Refreshers that allow you to stay right where you are: Receive expert refresher training without having to leave your desk. The E-learning classes are great for learning about a new module or reviewing a function that has not been used recently. Students will demonstrate their knowledge by taking over the webex session to use parts of the system, or have a separate computer available to enter and process data as instructed throughout the class. The E-learning class is all inclusive of the audio conference call, the webex session, scheduling, agenda preparation, documents and a professional instructor. E-learning classes are two (2-3) hours sessions.

Courses Available:	
CSR	Call entry, caller profile, tech availability, assignment backlog, dispatcher backlog, dispatch board, quick list, and modify work order.
Admin I	Employee maintenance, vendor/vendor site maintenance, site organization.
Admin II	Site Matrix, matrix update tools, problem codes, priority maintenance, status maintenance.
Admin III	Security management, reporting, internal account structure, company defaults, miscellaneous admin screens.
PM	Part catalog, asset management, PM library, PM jobs, Bulk updates.
WECC I	Call entry, dispatching, completion, quick list.
WECC II	Web Wizards.
Expansion tool	Covers one expansion tool of your choice per session.
Customizable Class	Choose the product/module mix and specify your requirements.

- (6) Class schedules; Contact Mainstream software at [training@mainstreams.com](mailto:training@mainstreams.com) or 330-963-0103 to schedule a class.
- (7) Price (per student, per class (if applicable)).  
(See Price sheets)

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

**9. "NO CHARGE" TRAINING**

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

N/A

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

**1. SCOPE**

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

**2. PERFORMANCE INCENTIVES**

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

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

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

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

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

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

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

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

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

## **6. INSPECTION OF SERVICES**

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

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

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

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

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

## **9. INDEPENDENT CONTRACTOR**

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

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

### **a. Definitions.**

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

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

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

#### **15. APPROVAL OF SUBCONTRACTS**

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

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

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.

\$1,000 per day - IT professional services including implementation and consulting are based on per day pricing. Travel expenses are not included for any professional services.

General experience:

Project managers are MBA graduates with an average of ten years experience managing projects and implementations for many large scale clients. The project manager will be an expert in both technical and operational aspects of the software. The project manager will control the activities of an implementation team consisting of Microsoft Certified professionals who have all been with the company for at least three years or have equivalent experience in software project management including implementations of large projects. Additional characteristics include: High degree of professionalism, organized and prepared, knowledgeable and in command of the project. Experience at the executive or management level in program and project management.

## **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 D. Wallace

Mainstream Software

330-963-0103

[wallace@mainstreams.com](mailto:wallace@mainstreams.com)

330-963-0288



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.

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BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

<b>PRICE SHEETS</b>
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**CrossForm ASP and expansion tools**

				
<b>Description</b>	<b>Item Number</b>	<b>Price/ Unit</b>	<b>Type</b>	<b>SIN number</b>
<b>CrossForm ASP:</b> Powerful software hosted, upgraded, and maintained for you. CrossForm is used for managing assets, facilities, work order, and maintenance. Included modules: call entry and dispatching, advisor, preventive maintenance, AR/AP, inventory and purchase orders, reporting. Pricing includes Messenger Server (ability to fax, page, and email) and Bronze support. Pricing is based on concurrent user pricing.				
CrossForm ASP release 6.9, 2-49 users (per user)	500	\$ 136.01	ec	132 32
CrossForm ASP release 6.9, 50-249 users (per user)	500	\$ 110.83	ec	132 32
CrossForm ASP release 6.9, 250-499 users (per user)	500	\$ 100.75	ec	132 32
CrossForm ASP release 6.9, 500+ users (per user)	500	\$ 90.68	ec	132 32
<b>CrossForm CRS Standard:</b> Submit Requests, Check Status, Review History, Provide Feedback, Task Specific Forms, and corporate Branding capabilities. <b>25 free CRS Standard licenses with the purchase of every 5 main client licenses.</b>				
CrossForm CRS Standard (per user)	501	\$ 13.09	ec	132 32
<b>CrossForm CRS Advanced:</b> Auto Dispatch requests in addition to submit requests, Check Status, Review History, Provide Feedback, Task Specific Forms, and corporate Branding capabilities.				
CrossForm CRS Advanced 2-99 users (per user)	502	\$ 26.59	ec	132 32
CrossForm CRS Advanced 100-199 users (per user)	502	\$ 22.16	ec	132 32
CrossForm CRS Advanced 200-499 users (per user)	502	\$ 17.73	ec	132 32
CrossForm CRS Advanced 500+users (per user)	502	\$ 13.30	ec	132 32
<b>Description</b>	<b>Item Number</b>	<b>Price/ Unit</b>	<b>Type</b>	<b>SIN number</b>
<b>CrossForm Expansion Tools</b>				
<b>Mobile Tech:</b> A state of the art PDA based module designed for field tech. Enhance performance and productivity by eliminating costly travel and paperwork.				
CrossForm Mobile Tech 2 - 49 users (per user)	503	\$ 65.48	ec	132 32
CrossForm Mobile Tech 50 - 249 users (per user)	503	\$ 63.47	ec	132 32



Annual Maintenance and support plan for CrossForm Main Client 6.9, 100-249 users (per user)	600S	\$ 235.76	e	132 34
CrossForm release 6.9, 250+ users (per user)	600	\$ 1,259.37	e	132 33
Annual Maintenance and support plan for CrossForm Main Client 6.9, 250+ users (per user)	600S	\$ 226.69	e	132 34
<b>Description</b>	<b>Item number</b>	<b>Price/ Unit</b>	<b>Type</b>	<b>SIN number</b>
<b>CrossForm CRS Standard:</b> Valuable website for clients to Submit Requests, Check Status, Review History, Provide Feedback, Task Specific Forms, and corporate Branding capabilities. <b>25 free CRS licenses with the purchase of every 5 main client licenses.</b>				
CrossForm CRS Standard (per user)	601	\$ 181.35	e	132 33
Annual Maintenance and support plan for CrossForm CRS standard (per user)	601S	\$ 32.64	e	132 34
<b>Description</b>		<b>Price/ Unit</b>	<b>Type</b>	<b>SIN number</b>
<b>CrossForm CRS advanced:</b> Auto Dispatch requests in addition to submit requests, check status, review history, provide feedback, task specific forms, and corporate branding capabilities.				
CrossForm CRS Advanced, 2 - 99 users (per user)	602	\$ 320.88	e	132 33
Annual Maintenance and support plan for CrossForm CRS advanced, 2-99 users (per user)	602S	\$ 57.76	e	132 34
CrossForm CRS Advanced, 100-199 users (per user)	602	\$ 275.04	e	132 33
Annual Maintenance and support plan for CrossForm CRS advanced, 100-199 users (per user)	602S	\$ 49.51	e	132 34
CrossForm CRS Advanced, 200-499 users (per user)	602	\$ 229.20	e	132 33
Annual Maintenance and support plan for CrossForm CRS advanced, 200-499 users (per user)	602S	\$ 41.26	e	132 34
CrossForm CRS Advanced, 501+ users (per user)	602	\$ 183.36	e	132 33
Annual Maintenance and support plan for CrossForm CRS advanced, 500+ (per user)	602S	\$ 33.00	e	132 34
<b>Description</b>	<b>Item number</b>	<b>Price/ Unit</b>	<b>Type</b>	<b>SIN number</b>
<b>CrossForm Expansion tools</b>				
<b>Messenger:</b> Instantly communicate with anyone involved in the work order process via, fax, page, direct print, or email with CrossForm Messenger Server.				
CrossForm Messenger Server (per server)	607	\$ 4,533.75	e	132 33
Annual Maintenance and support plan for CrossForm Messenger Server (per year)	607S	\$ 816.08	e	132 34

<b>Mobile Tech: A state of the art PDA based module designed for field tech. Enhance performance and productivity by eliminating costly travel and paperwork.</b>				
CrossForm Mobile Tech users (per user)	603	\$ 1,007.50	e	132 33
Annual Maintenance and support plan for CrossForm Mobile Tech (per user)	603S	\$ 215.00	e	132 34
Mobile Tech Server	613	\$ 5,541.25	e	132 33
Annual Maintenance and support plan for CrossForm Mobile Tech server	613S	\$ 997.43	e	132 34
<b>Mobile Inspector: The perfect solution for remotely completing inspections, tracking prototype standards, capital project planning, and creating inspection templates.</b>				
CrossForm Mobile Inspector users (per user)	604	\$ 1,007.50	e	132 33
Annual Maintenance and support plan for CrossForm Mobile Inspector (per user)	604S	\$ 215.00	e	132 34
CrossForm Mobile Inspector Server	614	\$ 5,541.25	e	132 33
Annual Maintenance and support plan for CrossForm Mobile Inspector server	614S	\$ 997.43	e	132 34
<b>Vendor Activity Website, VAWS: Communicate with vendors more efficiently and effectively. This web interface makes it easy for vendors to manage assigned work orders, saving time and preventing interruptions.</b>				
CrossForm VAWS, 2 - 39 users (per user)	605	\$ 403.00	e	132 33
Annual Maintenance and support plan for CrossForm VAWS, 2 -39 users (per user)	605S	\$ 72.54	e	132 34
CrossForm VAWS Unlimited	605U	\$16,120.00	e	132 33
Annual Maintenance and support plan for CrossForm VAWS Unlimited	605US	\$ 2,901.60	e	132 34
<b>Interactive Voice Response, IVR: Automated communication system that allows off-site vendors and technicians to receive, update, and close out work orders quickly over the phone.</b>				
CrossForm IVR unlimited users	606	\$ 4,433.00	e	132 33
Annual Maintenance and support plan for CrossForm IVR unlimited users	606S	\$ 797.94	e	132 34

**CrossForm Main Client and CrossForm ASP support, training, and consulting**

Description	Item number	Price/ Unit	Type	SIN number
<b>CrossForm Training Courses</b>				
<b>One Mainstream Software representative at client's site or at Mainstream's training center.</b> All Classes include a workbook, fully functional labs, exam and critique form. Initial training is most effective in person and highly recommended. (per day = 10 hours) Travel expenses not included for any professional services.	800	\$ 1,007.50	e	132 50
<b>E Learning Classes up to 5 students:</b> Receive expert refresher training without having to leave your desk. Students will demonstrate their knowledge by taking over the webex session to use parts of the system, or have a separate computer available to enter and process data as instructed throughout the class. The E-learning class is all inclusive of the audio conference call, the webex session, scheduling, agenda preparation, documents and a certified instructor. (Per 3 hours sessions)	801	\$ 478.56	e	132 50
Description	Item number	Price/ Unit	Type	SIN number
<b>CrossForm Support</b>				
<b>The Bronze Plan:</b> 8-5, M-F, EST during regular business days. Unlimited telephone support for all application related inquiries.		Included	e	132 34
<b>The Silver Plan:</b> Bronze + 24/7/365 support, 1 hour response during MS business hours and 4 hour response after business hours. (Annual price for each 100 main client concurrent users) For example, 200 main client with silver support licenses = \$38,000*2 = \$76,000 annually	1000S	\$38,285.00	e	132 34
<b>The Gold Plan:</b> Silver + Dedicated support engineer, .5 hour response during MS business hours and 1 hour response time after MS business hours. (Annual price for each 100 main client concurrent users) For example, 200 main client licenses with gold support = \$76,000*2 = \$152,000 annually	2000S	\$76,570.00	e	132 34
Description		Price/ Unit	Type	SIN number

<b>Implementation &amp; Consulting</b>				
IT professional services including implementation and consulting. (per day = 10 hours) Travel expenses are not included for any professional services.	900	\$ 1,025.00	e	132 51