

**AUTHORIZED FEDERAL SUPPLY SERVICE
Information Technology Schedule Pricelist**

**General Purpose Commercial Information Technology Equipment,
Software and Services**

Special Item Number 132-32 Term Software License

Special Item Number 132-50 Classroom Training

Special Item No. 132-51 Information Technology Professional Services

FDPS Code D301	IT Facility Operation and Maintenance
FDPS Code D306	IT Systems Analysis Services
FDPS Code D307	Automated Information Systems Design and Integration Services
FDPS Code D308	Programming Services
FDPS Code D311	IT Data Conversion Services
FDPS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FDPS Code D399	Other Information Technology Services, Not Elsewhere

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: Offeror's 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. Under such circumstances, the services must be performed by the publisher or manufacturer or one of their authorized agents.



**OFMS, Inc.
dba INSITE**

**100 Corporate Place, Suite 200
Peabody, MA 01960 USA**

<http://www.insite.org/GSA>

DUNS No: 95-9328881

Veteran Owned Small Business

Contract Number: GS-35F-0129N
Period Covered by Contract: Nov 21, 2012 – Nov 20, 2017

AUTHORIZED FEDERAL SUPPLY SERVICE
Information Technology Schedule Pricelist

**General Purpose Commercial Information Technology Equipment,
Software and Services**

General Services Administration
Federal Supply Service

Pricelist current through Modification # [FCIS-JB-980001-B - REFRESH #30](#) dated [Feb 13, 2012](#)

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/>

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**AUTHORIZED FEDERAL SUPPLY SERVICE
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Information 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). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information

Ordering:

**OFMS Inc.
100 Corporate Place, Suite 200
Peabody, MA 01960 USA**

Payment:

**OFMS Inc.
100 Corporate Place, Suite 200
Peabody, MA 01960 USA**

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: **Phone: 978-336-0101 Fax: 978-536-0199**

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: **95-9328881**
- Block 30: **B. Other Small Business**
- Block 31: Woman-Owned Small Business - **No**
- Block 36: Contractor's Taxpayer Identification (TIN): **043332575**
- 4a. Cage Code: **3RUZ8**
- 4b. **OFMS, Inc. has** registered with the SAM 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)
<u>132 32</u>	<u>30 days</u>
<u>132 50</u>	To be negotiated with the Ordering Activity on a Task Order Basis
<u>132 51</u>	To be negotiated with the Ordering Activity on a Task Order Basis

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: **1%, net 10**
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. Other: **None**

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing

Not applicable; only services are provided under this contract

10. Small Requirements

The minimum dollar value of orders to be issued is **\$ 100.00**

11. **Maximum Order** (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs):

SIN: 132-32	Perpetual Software License:	\$ 500,000 per order
SIN: 132-51	Professional IT Services	\$ 500,000 per order
SIN: 132-50	Classroom Training:	\$ 25,000 per order

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, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

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:

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).

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

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, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation.

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

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

23. Section 508 Compliance.

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

<http://www.insite.org/GSA>

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

24. Prime Contractor Ordering From Federal Supply Schedules.

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

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

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

25. Insurance - Work On A Government Installation (Jan 1997)(Far 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. Software Interoperability.

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

27. Advance Payments

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

Terms And Conditions Applicable To Term Software Licenses (Special Item Number 132-32), 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

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.

Contractor warrants that for a period of ninety (90) days from date of delivery of the Software to Customer ("Warranty Period"), the Software will, if properly installed and used in accordance with the documentation delivered therewith, perform as described in the Documentation delivered therewith to Customer. Contractor shall use its best efforts to correct any defect within the Warranty Period. However, should such defects, as identified by Customer, not be corrected by the Contractor during the Warranty Period, then Customer is entitled to return the Software in exchange for a full refund of the Software license fees paid to Contractor hereunder.

Contractor normally provides the Software via electronic transfer of files. Should the Customer request physical media in writing, the remainder of this paragraph applies to that supplied media. Contractor warrants that, during the Warranty Period, the media on which the Software is furnished will be free from defects in materials and workmanship under normal use. Should Customer discover a media defect within the Warranty Period, Contractor will, as Customer's sole remedy, replace the media at no charge upon return of the media to Contractor at the address of Contractor noted above provided that Customer is not in default under this Agreement.

Contractor agrees that subsequent to the 90 day Warranty Period Contractor shall continue to remedy any defect to the Software for as long as Customer continues to pay Contractor a Support fee. Contractor reserves the right to provide such remedies as part of future scheduled releases of the Software to be released in a timely fashion.

Contractor will defend, at its expense, any action brought against Customer to the extent that it is based upon a claim that the Software infringes a United States or Canadian copyright or violates any third party trade secret or other proprietary right and the Contractor will pay direct damages finally awarded against Customer.

Contractor's obligations under the foregoing paragraph are conditional upon (i) its being given prompt written notice of each such claim received by Customer, (ii) its being given the right to control and direct the investigation, defense and settlement of each such claim, and (iii) Customer cooperating fully with Contractor during such proceedings. This indemnity shall not apply if such damage, liability, cost or expense results (a) solely from or is caused solely by an intentional tortious act or the negligence of Customer, (b) any claim based upon the use of the Software by Customer in an application or environment for which the Software was not designed or contemplated, (c) modifications and/or improvements of the Software introduced or made by Customer, (d) use of other than a current unaltered release of the Software available from Contractor if such infringement would have been avoided by the use of a current unaltered release of the Software available from Contractor, or (e) use or combination of the Software with modifications or other programs not supplied or approved by Contractor.

The foregoing states the entire liability of Contractor with respect to infringement of any intellectual property rights by the Software or any parts thereof.

Should the Software become or in Contractor's opinion be likely to become the subject of such a claim, then the Contractor may, at its election and sole option

obtain for Customer the right to continue using the Software, or;
replace or modify the Software so that it becomes non-infringing or non-violating, or;
if such remedies are not reasonably available (as determined at the sole and absolute discretion of the Contractor), accept Customer's return of the Software and refund to Customer a pro-rated portion of the License fees for the Software, based upon a straight-line sixty (60) month amortization from the initial delivery of the Software.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED IN THIS PARAGRAPH, CONTRACTOR DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ITS PERFORMANCE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE RELATED TO THE SOFTWARE, ITS USE OR ANY INABILITY TO USE IT, THE RESULTS OF ITS USE AND THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CONTRACTOR IS NOT LIABLE, AMONG OTHER THINGS, IF THE SOFTWARE DOES NOT MEET THE REQUIREMENTS OF CUSTOMER OR IF THE SOFTWARE WILL NOT OPERATE FREE OF ERRORS, UNINTERRUPTED OR IF THE SOFTWARE WILL NOT FUNCTION IN CUSTOMER'S HARDWARE ENVIRONMENT.

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 978-536-0129 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 am to 5:00 pm Eastern Time.

4. Software Maintenance

a. Software maintenance service shall include the following:

For the period of use of the INSITE technology, maintenance of the software is provided as follows:

- For Basic Level (Space or Assets), to a single point of contact for the ordering agency at no additional cost.
- For Advanced Level (Space and Assets), to two (2) points of contact for the ordering agency at no additional cost.

Maintenance - Contractor resolves all system anomalies uncovered by its own staff or users, and reproducible by the Contractor, then releases the fixes to all users. A release scheduling system insures each user is running the latest software. Minor fixes occur as needed, major version releases occur at least semi-annually. A comprehensive, private

support site for users provides many tools for the effective running of the software and serves as the vehicle for user forums, upgrades and major version releases.

System Development and Enhancement - The engineering staff continuously develops innovative technology based on user feedback, staff research and market forces. All systems undergo periodic review and enhancements.

Systems Administration - The support staff guide and assist users in accomplishing the one-time and regular technical activities for the technology and the computing environment in which it runs. This support can be normally accomplished remotely but can be executed onsite for additional charges based on staff rate and travel expenses.

New Versions

Contractor agrees that any new release versions or updates of the Software, which contain either minor enhancements to the Software or corrections to deficiencies where the Software does not perform according to the Documentation ("New Versions") and which become generally available during the Warranty Period and the Support Period, shall be provided to Customer free of charge for as long as Customer continues to pay the Annual Support Fee as referenced in Section 12 of the Agreement. New Versions do not include any new releases which contain an enhanced application, in Contractor's sole discretion. Thereafter, Customer will be advised of any such New Versions and the support fee therefor. Any of these New Versions also shall be considered "Software" for all purposes of this License Agreement.

Annual Support

Customer acknowledges that, for so long as Customer pays the Annual Support Fee, as set out in Section 12 to the License Agreement, ("Support Period"), Contractor shall, in addition to New Versions, provide to Customer technical support.

Technical support shall be limited to a maximum hourly allotment during each annual Support Period based on the Annual Support Fee as identified in Section 12. Any unused Support hours at the end of an Annual Support Period are not transferable to a subsequent annual Support Period. After the annual allotment is used, additional support may be purchased by Customer at the then-current hourly rate set by the Contractor. On-line telephone support is offered by the Contractor between the hours of 9:00 a.m. and 5:00 p.m., EST, Monday through Friday, to assist Customer in using the Software and the correction of any defects in the Software which cause the Software not to perform as described in the Documentation. Customer acknowledges that Contractor is not obligated to support other than the current version of the Software.

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

5. Periods Of Term Licenses (132 32) And Maintenance (132 34)

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

*****The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.*****

6. Conversion From Term License To Perpetual License

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 0% of all term license payments during the period that the software was under a term license within the ordering activity.

7. Term License Cessation

- a. After a software product has been on a continuous term license for a period of 960 * months, a fully paid up, non exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

*****Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.*****

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32 34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. Utilization Limitations (132 32, 132 33, And 132 34)

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

conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. Software Conversions (132 32 And 132 33)

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

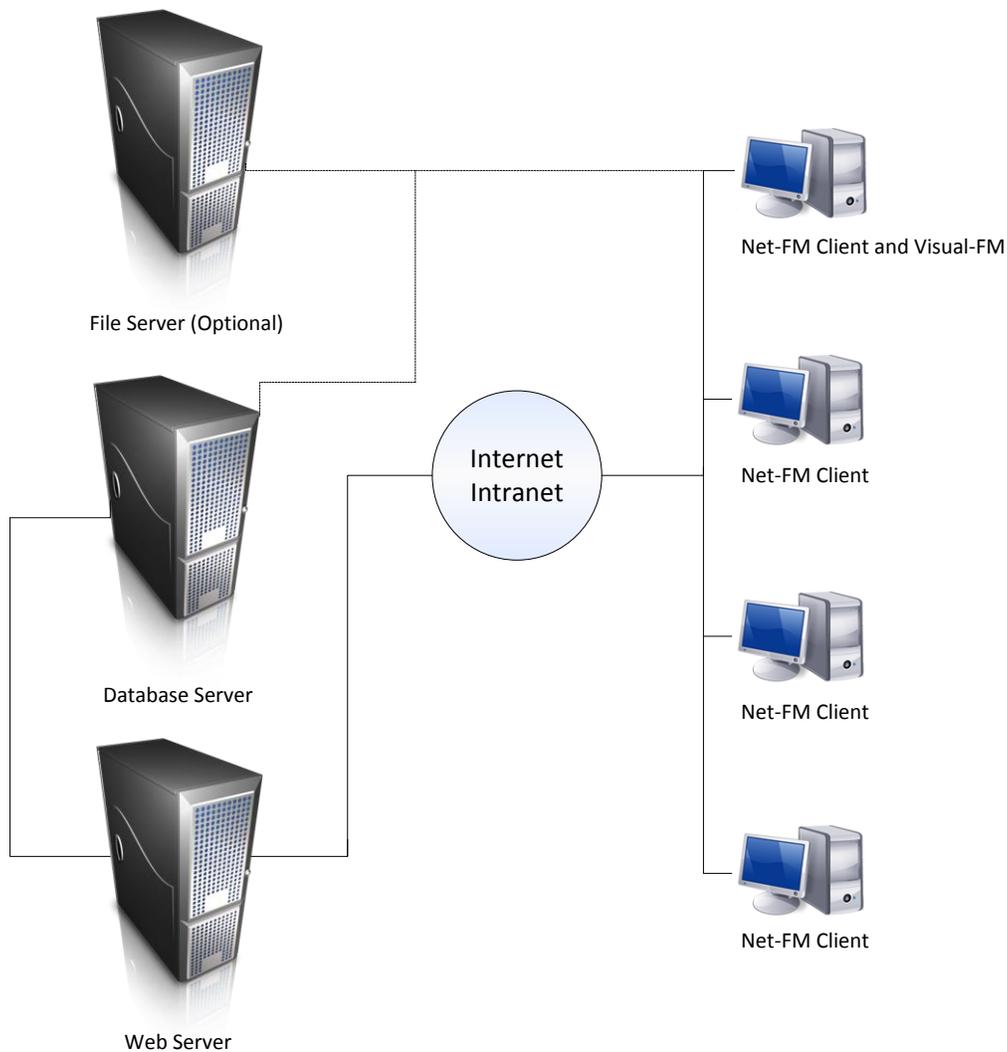
10. Descriptions And Equipment Compatibility

INSITE System Requirements

This describes the hardware and software requirements and recommendations necessary to run INSITE Net-FM®. For system information specific to INSITE's desktop products/solutions, please refer to the PC/Client sections.

Net-FM is installed in a web environment. Web deployment involves a three-tier platform consisting of an applications server (Net-FM), a database server (INSITE database) and web clients (user PCs, laptops, tablets, or other mobile devices with a modern web browser).

CPU, RAM and hard drive space requirements will depend on specific site requirements, the amount of data, the number of users, and other software applications that may share the same servers. These are general guidelines for discussion with your IT department.



Optimum Configuration

Requirements for (Web / Database) Servers on Windows

Recommended System Requirements

(up to 30 users with proportional increase in resources thereafter)

- **CPU:** 3.1GHz (quad core or higher)
- **OS:** MS Windows Server 2012 R2
- **RAM:** 16GB
- **Hard disks and available storage space:** 160GB hard disk with a 60-GB system partition
- Backup capability
- TCP/IP Networking and Internet access

Web Server - Additional Requirements

- .NET Framework versions 4.0, 3.5
- MS Internet Information Services (IIS 8.0)
- Oracle Data Access Components (ODAC) Release 4 (includes ODP for .NET 4.0)¹

¹For 64-bit machines, the 32-bit and 64-bit installations of ODAC are required. 32-bit machines simply require the 32-bit installations. As per Oracle instructions, each installation should be placed in a separate Oracle Home.

Note on hard drive space requirement: A configured web server requires about 8GB - more if drawings are stored on the web server. Consider 10GB a minimum.

Database Server - Additional Requirements

- Oracle 12c Database software (Standard Edition or higher)
- INSITE Database

Note on hard drive space requirement: Oracle requires about 1GB. An INSITE Oracle database requires about 3GB - more if drawings are stored in the database. Consider 10GB a minimum.

PC / CLIENT

Recommended System Requirements

- **CPU:** 3.0 GHz or higher
- **OS:** Windows 8.1 or Windows 7 (64-bit)
- **RAM:** 8GB memory
- **Hard disks and available storage space:** 30GB hard drive space
- CD-ROM drive
- 1600 x 1050 video resolution
- TCP/IP Networking
- Web Browser (Web browser required only for Net-FM.)

Note on hard drive space requirement: INSITE Net-FM requires less than 500MB for browser cache.

Additional Requirements for INSITE Desktop Applications:

- Oracle Client 12c or 11g software¹
- Oracle Data Access Components (ODAC) Release 4 (includes ODP for .NET 4.0)¹

¹For 64-bit machines, the 32-bit and 64-bit installations of Oracle Client and ODAC are required. 32-bit machines simply require the 32-bit installations. As per Oracle instructions, each installation should be placed in a separate Oracle Home.

Minimum Configuration:

Requirements for (Web / Database) Servers on Windows

Minimum System Requirements

- **CPU:** 2.1 GHZ (dual core or higher)
- **OS:** MS Windows Server 2008 R2 SP1
- **RAM:** 8GB
- **Hard disks and available storage space:** 160GB hard disk with a 60-GB system partition
- Backup capability
- TCP/IP Networking and Internet access

Web Server - Additional Requirements

- .NET Framework versions 4.0, 3.5
- MS Internet Information Services (IIS 7.0 +)
- Oracle Data Access Components (ODAC) Release 4 (includes ODP for .NET 4.0)¹

¹For 64-bit machines, the 32-bit and 64-bit installations of ODAC are required. 32-bit machines simply require the 32-bit installations. As per Oracle instructions, each installation should be placed in a separate Oracle Home.

Note on hard drive space requirement: A configured web server requires about 8GB - more if drawings are stored on the web server. Consider 10GB a minimum.

Database Server - Additional Requirements

- Oracle 11g R2 Database (Standard Edition)
- INSITE Database

Note on hard drive space requirement: Oracle requires about 1GB. An INSITE Oracle database requires about 3GB - more if drawings are stored in the database. Consider 10GB a minimum.

PC / CLIENT

Minimum System Requirements

- **CPU:** 2.1 GHz (dual core or higher)
- **OS:** Windows 7
- **RAM:** 4GB memory
- **Hard disks and available storage space:** 30GB hard drive space
- CD-ROM drive
- 1024x768 video resolution
- TCP/IP Networking
- Web Browser (Web browser required only for Net-FM.)

Note on hard drive space requirement: INSITE Net-FM requires less than 500MB for browser cache.

Additional Requirements for INSITE Desktop Applications:

- Oracle Client 11g software¹
- Oracle Data Access Components (ODAC) Release 4 (includes ODP for .NET 4.0)¹

¹For 64-bit machines, the 32-bit and 64-bit installations of Oracle Client and ODAC are required. 32-bit machines simply require the 32-bit installations. As per Oracle instructions, each installation should be placed in a separate Oracle Home.

11. Right To Copy Pricing

OFMS, Inc. offers no right to copy pricing. The license is for unlimited users within the ordering agency via a web-based intranet hosted by a single web server.

GSA SCHEDULE ----- SMALL BUSINESS PARTICIPATION

12 Software Pricing (All Prices are Net to GSA, discounts have been deducted)

Technology / Applications	Gross Sq. Ft. ¹	Maintenance Level	Rsvd. Monthly Maintenance	Monthly Fee
	(millions)		(hours)	(\$ US)
Decision Support System	Under 1	Basic ⁵	3	895
Space Management ²	1 to < 3		5	1,495
or Asset Management ³	3 to < 5		7	2,095
	5 to < 10		10	2,995
• Linked Floor Plans Application ⁴	10 to < 15		12	3,595
• One (1) Support Point of Contact	15 to < 20		14	4,195
	Over 20		TBD	TBD
Decision Support System	Under 1	Advanced ⁶	5	1,495
Space Management ²	1 to < 3		8	2,395
and Asset Management ³	3 to < 5		11	3,295
	5 to < 10		15	4,495
• Linked Floor Plans Application ⁴	10 to < 15		18	5,385
• Two (2) Support Points of Contact	15 to < 20		21	6,295
	Over 20		TBD	TBD
Floor Plan Applications		Seats	Support POC's	Monthly Fee (\$ US)
Visual-FM Link drawings to INSITE Space Database	Seat	1	1	95
ACADLink - AutoCAD Add-on Link drawings to INSITE Space Database	Seat	1	1	95
View-FM - Floor Plan Viewer Link drawings to INSITE Space Database	Seat	1	1	19
	Site License	Unlimited	1	410
Visual-FM LT - Floor Plan Scenario Builder Link drawings to INSITE Space Database	Seat	1	1	19
	Site License	Unlimited	1	410
<i>TBD - To be determined on a case-by-case basis</i>				

GSA SCHEDULE ----- SMALL BUSINESS PARTICIPATION

Notes:				
<p>Note 1: Gross Square Feet of the Facilities, as per FICM calculations, that will eventually be managed with Net-FM</p>				
<p>Note 2: Web-based Net-FM® Space Management system with database site license; Indirect Cost Accounting, and System Administration applications.</p>				
<p>Note 3: Web-based Net-FM® Asset Management system with database site license; Depreciation, Field Audit Reconciler, and Systems Administration applications. (Optional Barcode Scanner & Software Application to link scanned field data with Net-FM® separately charged, TBD)</p>				
<p>Note 4: For a single machine, includes 1 each of Visual-FM™ (Create & maintain floor plans) <u>or</u> ACADLink (Space Management database to AutoCAD floor plans), and <u>one</u> each of these client applications: View-FM™ (Read-only & query floor plans) and Visual-FMLT™ (Create floor plan layout scenarios). See 'Floor Plan Applications' section in the table above for additional individual or site license installations.</p>				
<p>Note 5: Annual Basic Level Support up to the reserved support hours noted above, focused on one (1) POC for support that includes:</p> <ol style="list-style-type: none"> 1. All current Space and Floor Plan <u>or</u> Asset applications; 2. All Space and Floor Plan, <u>or</u> Asset system enhancements; 3. Support for a single Floor Plan application detailed in Notes 2 and 3. (See Note 4 for additional Licenses); 4. System Support, Application Guidance, and FM Business Support 				
<p>Note 6: Annual Advanced Level Support up to the reserved support hours noted above, focused on two (2) POCs for support that includes:</p> <ol style="list-style-type: none"> 1. All current Space and Floor Plan <u>and</u> Asset applications; 2. All Space and Floor Plan, <u>and</u> Asset system, enhancements; 3. Support for a single Floor Plan application detailed in Notes 2 and 3. (See Note 4 for additional Licenses); 4. System Support, Application Guidance, and FM Business Support 				

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

5. Follow-Up Support

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

6. Price For Training

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

7. Invoices And Payment

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

8. Format And Content Of Training

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).

Course	<u>Introduction to Net-FM Space</u>
Format:	Hands-On Training
Length	2 days
Prerequisites	None
Min / Max	2-10 students
Locations	OFMS, Inc., Ordering Activity Location
Price:	See Pricing at end of Course Descriptions

This course introduces the web-based facilities database and builds familiarity with its capabilities and features. Students will learn how to access, use, customize facilities information for physical space, assets, costs, etc.

GSA SCHEDULE ----- SMALL BUSINESS PARTICIPATION

Participants will participate in explanatory sessions while performing activities along with the instructor and will also accomplish independent workshops with reviews. The course goal is to provide a high level of operational proficiency in the use of the technology.

Course Net-FM for Administrators
Format: Hands-On Training
Length 1 day
Prerequisites Introduction to Net-FM
Min / Max 2-10 students
Locations OFMS, Inc., Ordering Activity Location
Price: *See Pricing at end of Course Descriptions*

This course builds upon the basic operations for Net-FM and is designed for those at an organization who will administer and control users and what they can do. Administration includes advanced features, setting up accounts, global customization and management of central lists used for field validations.

Participants will participate in explanatory sessions while performing activities along with the instructor and will also accomplish independent workshops with reviews. The course goal is to provide a high level of operational proficiency in the use of the technology.

Course Introduction to Visual-FM
Format: Hands-On Training
Length 1 day
Prerequisites None
Min / Max 2-10 students
Locations OFMS, Inc., Ordering Activity Location
Price: *See Pricing at end of Course Descriptions*

This course introduces the unique graphical facilities system that is integrated with the Net-FM database of facilities information. Students will review floor plan principles, learn how to create / maintain floor plans efficiently and practice the functionality, including graphical queries, that comes with direct connections between floor plan elements and the database.

Participants will participate in explanatory sessions while performing activities along with the instructor and will also accomplish independent workshops with reviews. The course goal is to provide a high level of operational proficiency in the use of the technology.

Course Advanced Visual-FM Techniques
Format: Hands-On Training
Length 1 day
Prerequisites Introduction to Visual FM
Min / Max 2-10 students
Locations OFMS, Inc., Ordering Activity Location
Price: *See Pricing at end of Course Descriptions*

This course continues instruction into the features and operations of the graphical floor plan system by reviewing advanced features and techniques.

Participants will participate in explanatory sessions while performing activities along with the instructor and will also accomplish independent workshops with reviews. The course goal is to provide a high level of operational proficiency in the use of the technology.

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Course Introduction to View-FM
Format: Hands-On Training
Length 1/2 day
Prerequisites None
Min / Max 2-10 students
Locations OFMS, Inc., Ordering Activity Location
Price: *See Pricing at end of Course Descriptions*

This course introduces the read-only graphical floor plan system that is widely distributed within an organization as a tool to understand how facilities are utilized. Students need no previous architectural system to operate this system which includes viewing, querying, and printing information in a graphic format.

Participants will participate in explanatory sessions while performing activities along with the instructor and will also accomplish independent workshops with reviews. The course goal is to provide a high level of operational proficiency in the use of the technology.

Course Introduction to ACADLink
Format: Hands-On Training
Length 1 day
Prerequisites None
Min / Max 2-10 students
Locations OFMS, Inc., Ordering Activity Location
Price: *See Pricing at end of Course Descriptions*

This course introduces the technology whereby existing AutoCAD floor plans can be utilized with the database technology to provide a graphical interface with facilities information. Students will learn how to operate the overlay system which takes native AutoCAD plans and links them to facilities information in the database, perform graphical queries and produce results.

Participants will participate in explanatory sessions while performing activities along with the instructor and will also accomplish independent workshops with reviews. The course goal is to provide a high level of operational proficiency in the use of the technology.

Course Using Net-FM for Asset Management
Format: Hands-On Training
Length 2 days
Prerequisites None
Min / Max 2-10 students
Locations OFMS, Inc., Ordering Activity Location
Price: *See Pricing at end of Course Descriptions*

This course focuses on using Net-FM database to inventory, locate, track, analyze and report on fixed and moveable equipment. Instruction includes the benefits of bar codes, classifying equipment effectively, performing queries and accomplishing depreciation.

Participants will participate in explanatory sessions while performing activities along with the instructor and will also accomplish independent workshops with reviews. The course goal is to provide a high level of operational proficiency in the use of the technology.

GSA SCHEDULE ----- SMALL BUSINESS PARTICIPATION

Course Planning and Executing a periodic Equipment Inventory in the field
Format: Hands-On Training with Ordinary-supplied approved scanner devices.
Length 1 day
Prerequisites None
Min / Max 2-10 students
Locations OFMS, Inc., Ordering Activity Location
Price: *See Pricing at end of Course Descriptions*

This course addresses performing a periodic field inventory of equipment using bar code scanners, custom inventory software and reconciliation with asset records in the database. Techniques for perform the field inventory efficiently and effectively are discussed along with the operational aspects of inventory and reconciliation.

Participants will participate in explanatory sessions while performing activities along with the instructor and will also accomplish independent workshops with reviews. The course goal is to provide a high level of operational proficiency in the use of the technology.

- 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.

GSA SCHEDULE ----- SMALL BUSINESS PARTICIPATION

9. “No Charge” Training

OFMS, Inc. does not provide “No charge” training to Ordering Agencies.

10. Training Costs

Training Activity	At Ordering Agency Site	Seats
Setup Fee*	\$ 1,195	
Travel Expenses	As per schedule & FAR	
1/2 day course	\$ 249 per seat per 1/2 day	2 minimum
1 day course	\$ 499 per seat per day	2 minimum
2 day course	\$ 449 per seat per day	2 minimum
<p>* Requires instructor to be present at ordering agency site for one day prior to training Additional seats for any course may be added at the same per seat tuition.</p>		

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 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

INSITE founders, starting in 1966 at MIT, pioneered the development of INSITE™, the world's first space, asset, and indirect cost management system. With continuous development nearly 50 years by practicing Facilities Managers, INSITE™ is a comprehensive suite of intelligent solutions for planning, allocating, and managing physical assets; providing indirect cost recovery and space charging capability; meeting OMB A-21 and A-120, and GASB 34 depreciation requirements; and uniquely providing built-in business rules to comply with government-mandates including the 2006 FICM space inventory classification, use and area rules.

Some of the world's leading institutions are members of the INSITE Consortium. They enjoy the competitive advantages of no capital cost for acquisition; unparalleled user support of Net-FM™ via a non-profit Consortium; nominal implementation and support fees; decades of FM staff expertise; a development history longer than any known competitor in the world, Visual-FM™, requiring no polylines for FICM or BOMA area database links while providing these polylines for AutoCAD drawings.

In nearly fifty years of assisting organizations working to enhance their space and property management functions, we have learned that the key to success is process expertise and refinement. Expertise in these areas requires an understanding of appropriate data gathering and maintenance procedures, regulatory requirements, software applications, and an appreciation of the political and business realities of the

organization. Ultimately, INSITE's goal is to help Government Agencies and non-profit organizations meet their business goals through an enhanced management process. To that end, we provide consulting services that fall into six major categories:

- System Implementation Services
- Software Services
- Maintenance Services for Space Data
- Data Analysis
- Custom report writing
- Equipment Inventory
- Policies & Procedures

We select the appropriate INSITE™ staff team to deliver pertinent services and work with our clients to define project deliverables and business goals. The prices for these services are determined by client project scope.

LABOR CATEGORY DESCRIPTIONS

Director

Minimum/General Experience: 20 years of relevant work experience. Experience includes consistent exposure to facilities management practices in multiple vertical industries as it related to information systems design and knowledge of relevant technical management software packages.

Functional Responsibilities: Overall strategy and direction in the development of solutions and strategic distribution of technology worldwide.

Minimum Education: Bachelor's Degree

Management Consultant

Minimum/General Experience: 15 years of relevant work experience. Experience includes consistent business exposure to facilities management practices in multiple vertical industries, as it relates to information systems design and knowledge of relevant management software packages as well as experience in management of technical resource teams, project financials and scope. Individual must have extensive experience and expertise in strategic organizational needs as they relate to space and facilities-related information, in best practices and effective utilization of resources, and a working knowledge of appropriate regulations and compliance issues.

Functional Responsibilities: Provides appropriate and formal advice to senior management at an organization on the best use of their facilities or in any related area that will enhance the strategic and tactical goals of the organization. Accomplishes research, devises studies, performs analysis, and presents conclusions to the client

Minimum Education: Bachelor's Degree or higher level (Masters)

Senior Project Manager

Minimum/General Experience: 10 years of relevant work experience. Experience includes consistent exposure to real estate and facilities management practices in multiple vertical industries, as it relates to information systems design and knowledge of relevant management software packages as well as experience in management of technical resource teams, project financials and scope.

Functional Responsibilities: Directs project implementation teams through the design, development, implementation and support of integrated technical solutions for facilities and real estate management for their clients. The key elements of the role include: project communication, project financial management, logistics management and quality assurance.

Minimum Education: Bachelor's Degree

Senior Implementation Specialist

Minimum/General Experience: 8 years of relevant work experience. Experience includes information systems design, understanding of applications programming, experience in various programming languages, and knowledge of contemporary computer equipment and software packages and their application in the Facility Management industry.

Functional Responsibilities: Background and skills to support technology implementations for clients. The role combines client-contact and back office functions including: solution design, technical development, implementation and maintenance, and quality assurance.

Minimum Education: Bachelor's Degree

Implementation Specialist

Minimum/General Experience: 3 years of relevant work experience. Experience includes information systems design, understanding of applications programming, experience in various programming languages, and knowledge of contemporary computer equipment and software packages.

Functional Responsibilities: Technical Specialist to support technology implementations for clients. The role combines client-contact and back office functions including: technical development, legacy data conversion, implementation and maintenance, quality assurance, and some data administration.

Minimum Education: Bachelor's Degree

Senior Technical Manager

Minimum/General Experience: 10 years of relevant work experience. Experience includes information systems design, understanding of applications programming, experience in various programming languages, and knowledge of contemporary computer equipment and software packages and their application in our industry. This technical background is coupled with solid experience in project and program management, resource scheduling and leveling and business process knowledge.

Functional Responsibilities: Senior Technical Manager to manage and support technology development efforts including review of specifications, monitoring of programming efforts and strategic development of releases, versioning and distribution. The role combines client-contact, management of technology efforts and back office functions including: consulting and solution design, technical development, implementation and maintenance, process enhancement, quality assurance, resource scheduling and training, process enhancements and program development.

Minimum Education: Bachelor's Degree

Technical Specialist

Minimum/General Experience: 5 years of work experience using relevant industry tools such as CAFM, CMMS, CAD and RDBMS platforms and advanced programming languages for database and graphics development.

Functional Responsibilities: Provides services related to the development, implementation, maintenance and upkeep of database and graphics technologies. Devises specifications, constructs and tests programs, supports release versions and distribution methodologies.

Minimum Education: Bachelor's Degree

Applications Specialist

Minimum/General Experience: 5 years of work experience using relevant industry tools such as CAFM, CMMS, CAD and RDBMS platforms and computer applications

Functional Responsibilities: Provides services related to INSITE technology applications, either for office testing or for client analysis and trouble shooting.

Minimum Education: Bachelor's Degree

Office Administrator

Minimum/General Experience: 4 years of work experience with financial accounting and back office administration

Functional Responsibilities: Provides office financial and administrative services related to the client activities and billing. Manages, tracks, bills and monitors client transactions and communicates with office personnel and clients in all related matters of contractual activities.

Minimum Education: College Graduate

Trainer

Minimum/General Experience: 5 years of work experience conducting professional training classes in computer technology with focus on floor plans and database management systems. Experience will include devising and producing custom training materials and composing online help files. Must have ability to set up training facilities including implementing software on multiple computers. Experience in presentation software to convey concepts and operations of computer technology is desired.

Functional Responsibilities: Provides services related to the development, implementation, maintenance and upkeep of database and graphics technologies. Devises specifications, constructs and tests programs, supports release versions and distribution methodologies.

Minimum Education: Bachelor's Degree

GSA SCHEDULE ----- SMALL BUSINESS PARTICIPATION

LABOR PRICING AND GSA DISCOUNT

Title	Unit	GSA Rate
Director	hour	159.19
Management Consultant	hour	159.19
Senior Project Manager	hour	159.19
Senior Implementation Specialist	hour	159.19
Implementation Specialist	hour	99.50
Senior Technical Manager	hour	159.19
Technical Specialist	hour	99.50
Application Specialist	hour	99.50
Office Administrator	hour	99.50
Trainer	day	994.96

LIST OF SERVICE AND DISTRIBUTION POINTS

Location – Peabody, MA USA

100 Corporate Place, Suite 200
Peabody, MA 01960
Phone: 978-536-0101
FAX: 978-536-0199
Email: kcyros@insite.org

Location – Atlanta, GA USA

513 Addison Lane
Alpharetta, GA 30005
Phone: 678-648-4935
FAX: 678-935-9669
Email: rdavey@insite.org

Location – Oxford, UK

30 Downside Road
Headington, Oxford OX3 8HP
United Kingdom

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

PREAMBLE

OFMS, 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, veteran-owned and women-owned small businesses by purchasing from these businesses whenever practical.

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

To undertake significant efforts to determine the potential of small, small disadvantaged, veteran-owned 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, veteran-owned, 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, veteran-owned and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Kreon Cyros**, Tel: **978-536-0101**, www.insite.org, Fax: **978-536-0199**

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

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) **GS-35F-0129N**.

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

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

Signatures

Ordering Activity Date

Contractor Date

GSA SCHEDULE ----- BLANKET PURCHASE AGREEMENT

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0129N, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

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

(h) Date of Shipment.

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

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

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's 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.