



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

SIN 132-33 – PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software / Utility Software

Microcomputers

Application Software / Utility Software

SIN 132-50 – 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 D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)

Seapine Software, Inc
6960 Cintas Blvd.
Mason, OH 45040-2355
513-754-1655
www.seapine.com

Contract Number: GS-35F-0168U

Period Covered by Contract: December 24, 2007 through December 23, 2017

General Services Administration - Federal Supply Service

Pricelist current through Modification #PO-0007, dated January 12, 2013.

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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1. INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). 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.

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

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Seapine Software, Inc
6960 Cintas Blvd.
Mason, OH 45040-2355
Main #: 513-754-1655
Fax #: 513-754-1660
www.seapine.com

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:

Main #: 513-754-1655
Toll Free #: 888-683-6456

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: 92-9531267
Block 30: Type of Contractor - B. Other Small Business

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

Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 31-1438719

- 4a. CAGE Code: 3CMJ6
- 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)
<u>132-33</u>	<u>1 Day</u>
<u>132-50</u>	<u>* Days</u>
<u>132-51</u>	<u>* Days</u>

**As Negotiated Between Contractor and Ordering Activity.*

NOTE: All software is delivered electronically and available for download directly from Seapine Software's website at no additional charge. All documentation is included in the software in a PDF file format and available for download directly from Seapine Software's website at no additional charge.



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: **None**
- 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:**

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

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

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

Special Item Number 132-33 - Perpetual Software Licenses

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

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:

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)

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.seapine.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an



endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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



2. TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) FOR 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.

Seapine Software, Inc.

Software License Agreement

Seapine Software, Inc. (Seapine) is willing to license the enclosed software (Software) to you only if you accept all of the terms in this license agreement. Please read the terms carefully before you install the software, as installing the software indicates you agree to be bound by the terms of this agreement. If you do not agree to these terms, return the entire package and your receipt within 30 days to the place of purchase for a full refund.

Ownership of the Software

1. The Software and the accompanying written materials are owned by Seapine [or its suppliers] and are protected by United States copyright laws, by laws of other nations, and by international treaties.

Grant of License

2. Seapine grants to you the right to install a Named or Floating License serial number on one computer. In no event shall you install said Named or Floating License on more than one computer at the same time. In no event shall the total number of users exceed the number of user licenses acquired for the Software.

3. Seapine grants to you the right to install Client Software on any number of computers. However, the number of users licensed to use the Client Software at the same time is indicated on the back of this Software License Agreement.

Restrictions on Use and Transfer

4. You may not copy or duplicate the Software, except as necessary solely for archival purposes, program error verification, or to replace defective storage media. You agree to retain the Software and all copies in your possession.

5. You may permanently transfer the Software and accompanying written materials (including the most recent update and all prior versions) if you retain no copies and the transferee agrees to be bound by the terms of this Agreement. Such a transfer terminates your license. You may not rent or lease the Software or otherwise transfer or assign the right to use the Software, except as stated in this paragraph.

6. You may not reverse engineer, decompile, or disassemble the Software.

Limited Warranty

7. Seapine warrants the Software will perform substantially in accordance with the accompanying written materials for a period of 30 days from the date of your receipt of the Software. Any implied warranties on the Software are limited to 30 days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.



8. Seapine's entire liability and your exclusive remedy shall be, at Seapine's choice, either (a) return of the price paid or (b) replacement of the software that does not meet Seapine's limited warranty and which is returned to Seapine with a copy of your receipt. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

9. This Limited Warranty is void if failure of the Software has resulted from modification, accident, abuse, or misapplication.

10. IN NO EVENT WILL SEAPINE BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTWARE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11. U.S. Government Restricted Rights. The Software and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraph (c)(1) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1)(ii) and (2) of Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Supplier is Seapine Software, Inc., 6960 Cintas Blvd., Mason, OH 45040, USA.

12. If you have any questions concerning this Agreement or need to contact Seapine for any reason, please call Seapine Software at (513) 754-1655 or write: Seapine Software, Inc., 6960 Cintas Blvd., Mason, OH 45040, USA.

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 888-683-6456, option 3 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00AM Eastern Standard Time to 6:00PM Eastern Standard Time Monday thru Friday, excluding major holidays.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Premium Care Support and Maintenance

Support coverage Monday-Friday 9:00 AM - 6:00 PM (EST), excluding major holidays

Unlimited telephone, email, and online technical support

Free upgrades for all major and minor releases*

Unrestricted knowledgebase and user forum access



Premium Care support, which is required with the initial purchase of any Seapine product, protects your software investment by providing technical support and all related product upgrades for an annual price. Equivalent to many company's top-tier support program, Premium Care makes it easy for organizations to keep their Seapine solutions up to date.

*** Bug fixes are made in the current product version, not to earlier versions that are still supported.**

Critical Care Support and Maintenance

Requires Premium Care subscription

24x7 support coverage, including major holidays

Priority routing of issues during business hours

Thirty minute response time

Unlimited telephone, email, and online technical support

Free upgrades for all major and minor releases*

Unrestricted knowledgebase and user forum access

Critical Care support provides 24-hour-a-day technical support for organizations that leverage Seapine solutions for mission-critical processes and applications. This plan also protects your software investment by including all upgrades for an annual price.

Critical Care covers a single product at a single location. Additional products or locations may be placed under Critical Care for an additional cost. Our pricing policy ensures you are not paying for coverage on non-mission critical products. We currently offer Critical Care subscriptions for all server-based products including Seapine CM, Surround SCM, and the TestTrack product family.

* Bug fixes are made in the current product version, not to earlier versions that are still supported.

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

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

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the



contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. TERM LICENSE CESSATION

The contractor does not offer this option on a commercial basis and therefore cannot offer it in connection with this Contract.

7. 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.

8. 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.

9. 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.

10. RIGHT-TO-COPY PRICING

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

11. SOFTWARE PRICING

SIN	Product Number	Product Description	GSA Price	
Note: All initial product license purchases require an additional purchase of Premium Care, which provides product support and license upgrades for one year after the license purchase date.				
TestTrack Pro v2012				
		Licensing		
132-33	TTP-NAM-CUR	TestTrack Pro Named License		
	1-9 Users		\$338.27	EA
	10-24 Users		\$318.37	EA
	25-49 Users		\$298.47	EA
	50-99 Users		\$278.57	EA
	100+ Users		\$258.68	EA
132-33	TTP-MNT-N	TestTrack Pro Named License Premium Care		
	1-9 Users		\$67.65	EA
	10-24 Users		\$63.67	EA
	25-49 Users		\$59.69	EA
	50-99 Users		\$55.71	EA
	100+ Users		\$51.74	EA

132-33	TTP-FLT-CUR	TestTrack Pro Floating License		
	1-9 Users		\$852.09	EA
	10-24 Users		\$801.97	EA
	25-49 Users		\$751.85	EA
	50-99 Users		\$701.72	EA
	100+ Users		\$651.60	EA
132-33	TTP-MNT-F	TestTrack Pro Floating License Premium Care		
	1-9 Users		\$170.42	EA
	10-24 Users		\$160.39	EA
	25-49 Users		\$150.37	EA
	50-99 Users		\$140.34	EA
	100+ Users		\$130.32	EA
		Printed Product Documentation		
132-33	TTP-DOC-CLIENT	TestTrack Pro Client Documentation Set	\$40.80	EA
132-33	TTP-DOC-WEB	TestTrack Pro Web Documentation Set	\$40.80	EA
132-33	TTP-DOC-COMBINED	TestTrack Pro Combined Documentation Set	\$63.47	EA
		Premium Care Annual Renewal		
132-33	TTP-RNW-N	TestTrack Pro Named License Premium Care Renewal		
	1-9 Users		\$67.65	EA
	10-24 Users		\$63.67	EA
	25-49 Users		\$59.69	EA
	50-99 Users		\$55.71	EA
	100+ Users		\$51.74	EA
132-33	TTP-RNW-F	TestTrack Pro Floating License Premium Care Renewal		
	1-9 Users		\$170.42	EA
	10-24 Users		\$160.39	EA
	25-49 Users		\$150.37	EA
	50-99 Users		\$140.34	EA
	100+ Users		\$130.32	EA
132-33	TTP-MNT-CC	TestTrack Pro 24x7 Critical Care	\$2,720.25	EA
TestTrack TCM v2012				
		Licensing		
132-33	TCM-NAM-CUR	TestTrack TCM Named License		
	1-9 Users		\$509.54	EA
	10-24 Users		\$479.57	EA
	25-49 Users		\$449.60	EA
	50-99 Users		\$419.62	EA
	100+ Users		\$389.65	EA
132-33	TCM-MNT-N	TestTrack TCM Named License Premium Care		
	1-9 Users		\$101.91	EA
	10-24 Users		\$95.91	EA
	25-49 Users		\$89.92	EA

	50-99 Users		\$83.92	EA
	100+ Users		\$77.93	EA
132-33	TCM-FLT-CUR	TestTrack TCM Floating License		
	1-9 Users		\$1,280.28	EA
	10-24 Users		\$1,204.97	EA
	25-49 Users		\$1,129.66	EA
	50-99 Users		\$1,054.35	EA
	100+ Users		\$979.04	EA
132-33	TCM-MNT-F	TestTrack TCM Floating License Premium Care		
	1-9 Users		\$256.06	EA
	10-24 Users		\$240.99	EA
	25-49 Users		\$225.93	EA
	50-99 Users		\$210.87	EA
	100+ Users		\$195.81	EA
		Printed Product Documentation		
132-33	TCM-DOC-CUR	TestTrack TCM Web Documentation Set	\$40.80	EA
		Premium Care Annual Renewal		
132-33	TCM-RNW-N	TestTrack TCM Named License Premium Care Renewal		
	1-9 Users		\$101.91	EA
	10-24 Users		\$95.91	EA
	25-49 Users		\$89.92	EA
	50-99 Users		\$83.92	EA
	100+ Users		\$77.93	EA
132-33	TCM-RNW-F	TestTrack TCM Floating License Premium Care Renewal		
	1-9 Users		\$256.06	EA
	10-24 Users		\$240.99	EA
	25-49 Users		\$225.93	EA
	50-99 Users		\$210.87	EA
	100+ Users		\$195.81	EA
132-33	TCM-MNT-CC	TestTrack TCM 24x7 Critical Care	\$2,720.25	EA
TestTrack RM v2012				
		Licensing		
132-33	TTR-NAM-SPC	TestTrack RM Named License		
	1-9 Users		\$852.09	EA
	10-24 Users		\$801.97	EA
	25-49 Users		\$751.85	EA
	50-99 Users		\$701.72	EA
	100+ Users		\$651.60	EA
132-33	TTR-MNT-N	TestTrack RM Named License Premium Care		
	1-9 Users		\$170.42	EA
	10-24 Users		\$160.39	EA
	25-49 Users		\$150.37	EA
	50-99 Users		\$140.34	EA

	100+ Users		\$130.32	EA
132-33	TTR-FLT-SPC	TestTrack RM Floating License		
	1-9 Users		\$2,136.66	EA
	10-24 Users		\$2,010.97	EA
	25-49 Users		\$1,885.28	EA
	50-99 Users		\$1,759.60	EA
	100+ Users		\$1,633.91	EA
132-33	TTR-MNT-F	TestTrack RM Floating License Premium Care		
	1-9 Users		\$427.33	EA
	10-24 Users		\$402.19	EA
	25-49 Users		\$377.06	EA
	50-99 Users		\$351.92	EA
	100+ Users		\$326.78	EA
		Premium Care Annual Renewal		
132-33	TTR-RNW-N	TestTrack RM Named License Premium Care Renewal		
	1-9 Users		\$170.42	EA
	10-24 Users		\$160.39	EA
	25-49 Users		\$150.37	EA
	50-99 Users		\$140.34	EA
	100+ Users		\$130.32	EA
132-33	TTR-RNW-F	TestTrack RM Floating License Premium Care Renewal		
	1-9 Users		\$427.33	EA
	10-24 Users		\$402.19	EA
	25-49 Users		\$377.06	EA
	50-99 Users		\$351.92	EA
	100+ Users		\$326.78	EA
132-33	TTR-MNT-CC	TestTrack RM 24x7 Critical Care	\$2,720.25	EA
Surround SCM v2012				
		Licensing		
132-33	SCM-NAM-CUR	Surround SCM Named License		
	1-9 Users		\$509.54	EA
	10-24 Users		\$479.57	EA
	25-49 Users		\$449.60	EA
	50-99 Users		\$419.62	EA
	100+ Users		\$389.65	EA
132-33	SCM-MNT-N	Surround SCM Named License Premium Care		
	1-9 Users		\$101.91	EA
	10-24 Users		\$95.91	EA
	25-49 Users		\$89.92	EA
	50-99 Users		\$83.92	EA
	100+ Users		\$77.93	EA

132-33	SCM-FLT-CUR	Surround SCM Floating License		
	1-9 Users		\$1,280.28	EA
	10-24 Users		\$1,204.97	EA
	25-49 Users		\$1,129.66	EA
	50-99 Users		\$1,054.35	EA
	100+ Users		\$979.04	EA
132-33	SCM-MNT-F	Surround SCM Floating License Premium Care		
	1-9 Users		\$256.06	EA
	10-24 Users		\$240.99	EA
	25-49 Users		\$225.93	EA
	50-99 Users		\$210.87	EA
	100+ Users		\$195.81	EA
		Printed Product Documentation		
132-33	SCMX-DOC-SET	Surround SCM Documentation Set	\$31.74	EA
		Premium Care Annual Renewal		
132-33	SCM-RNW-N	Surround SCM Named License Premium Care Renewal		
	1-9 Users		\$101.91	EA
	10-24 Users		\$95.91	EA
	25-49 Users		\$89.92	EA
	50-99 Users		\$83.92	EA
	100+ Users		\$77.93	EA
132-33	SCM-RNW-F	Surround SCM Floating License Premium Care Renewal		
	1-9 Users		\$256.06	EA
	10-24 Users		\$240.99	EA
	25-49 Users		\$225.93	EA
	50-99 Users		\$210.87	EA
	100+ Users		\$195.81	EA
132-33	SCM-MNT-CC	Surround SCM 24x7 Critical Care	\$2,720.25	EA
QA Wizard v4.x				
		Licensing		
132-33	QAW-DED-CUR	QA Wizard Dedicated License		
	1 User		\$2,564.84	EA
	2-4 Users		\$2,413.97	EA
	5-9 Users		\$2,263.10	EA
	10+ Users		\$2,112.22	EA
132-33	QAW-MNT-D	QA Wizard Dedicated License Premium Care		
	1 User		\$512.97	EA
	2-4 Users		\$482.79	EA
	5-9 Users		\$452.62	EA
	10+ Users		\$422.44	EA

132-33	QAW-FLT-CUR	QA Wizard Floating License		
	1 User		\$6,418.53	EA
	2-4 Users		\$6,040.97	EA
	5-9 Users		\$5,663.41	EA
	10+ Users		\$5,285.85	EA
132-33	QAW-MNT-F	QA Wizard Floating License Premium Care		
	1 User		\$1,283.71	EA
	2-4 Users		\$1,208.19	EA
	5-9 Users		\$1,132.68	EA
	10+ Users		\$1,057.17	EA
132-33	QAW-RND-CUR	QA Wizard Runtime Dedicated License		
	1 User		\$852.09	EA
	2-4 Users		\$801.97	EA
	5-9 Users		\$751.85	EA
	10+ Users		\$701.72	EA
132-33	QAW-MNT-RD	QA Wizard Runtime Dedicated License Premium Care		
	1 User		\$170.42	EA
	2-4 Users		\$160.39	EA
	5-9 Users		\$150.37	EA
	10+ Users		\$140.34	EA
132-33	QAW-RNF-CUR	QA Wizard Runtime Floating License		
	1 User		\$2,136.66	EA
	2-4 Users		\$2,010.97	EA
	5-9 Users		\$1,885.28	EA
	10+ Users		\$1,759.60	EA
132-33	QAW-MNT-RF	QA Wizard Runtime Floating License Premium Care		
	1 User		\$427.33	EA
	2-4 Users		\$402.19	EA
	5-9 Users		\$377.06	EA
	10+ Users		\$351.92	EA
132-33	QAW-DED-OCR	QA Wizard OCR Add-on Dedicated License		
	1 User		\$128.46	EA
	2-4 Users		\$120.90	EA
	5-9 Users		\$113.34	EA
	10+ Users		\$105.79	EA
132-33	QAW-MNT-OCRD	QA Wizard OCR Add-on Dedicated License Premium Care		
	1 User		\$25.69	EA
	2-4 Users		\$24.18	EA
	5-9 Users		\$22.67	EA
	10+ Users		\$21.16	EA
132-33	QAW-FLT-OCR	QA Wizard OCR Add-on Floating License		
	1 User		\$256.91	EA
	2-4 Users		\$241.80	EA
	5-9 Users		\$226.69	EA
	10+ Users		\$211.58	EA

132-33	QAW-MNT-OCRF	QA Wizard OCR Add-on Floating License Premium Care		
	1 User		\$51.38	EA
	2-4 Users		\$48.36	EA
	5-9 Users		\$45.34	EA
	10+ Users		\$42.32	EA
		Printed Product Documentation		
132-33	QAW-DOC-SET	QA Wizard Documentation Set	\$31.74	EA
		Premium Care Annual Renewal		
132-33	QAW-RNW-D	QA Wizard Dedicated License Premium Care Renewal		
	1 User		\$512.97	EA
	2-4 Users		\$482.79	EA
	5-9 Users		\$452.62	EA
	10+ Users		\$422.44	EA
132-33	QAW-RNW-F	QA Wizard Floating License Premium Care Renewal		
	1 User		\$1,283.71	EA
	2-4 Users		\$1,208.19	EA
	5-9 Users		\$1,132.68	EA
	10+ Users		\$1,057.17	EA
132-33	QAW-RNW-RD	QA Wizard Runtime Dedicated License Premium Care Renewal		
	1 User		\$170.42	EA
	2-4 Users		\$160.39	EA
	5-9 Users		\$150.37	EA
	10+ Users		\$140.34	EA
132-33	QAW-RNW-RF	QA Wizard Runtime Floating License Premium Care Renewal		
	1 User		\$427.33	EA
	2-4 Users		\$402.19	EA
	5-9 Users		\$377.06	EA
	10+ Users		\$351.92	EA
132-33	QAW-RNW-OCRD	QA Wizard OCR Add-on Dedicated License Premium Care Renewal		
	1 User		\$25.69	EA
	2-4 Users		\$24.18	EA
	5-9 Users		\$22.67	EA
	10+ Users		\$21.16	EA
132-33	QAW-RNW-OCDF	QA Wizard OCR Add-on Floating License Premium Care Renewal		
	1 User		\$51.38	EA
	2-4 Users		\$48.36	EA
	5-9 Users		\$45.34	EA
	10+ Users		\$42.32	EA

QA Wizard Pro v2012				
		Licensing		
132-33	QWP-DED-CUR	QA Wizard Pro Dedicated License		
	1 User		\$1,280.28	EA
	2-4 Users		\$1,204.97	EA
	5-9 Users		\$1,129.66	EA
	10+ Users		\$1,054.35	EA
132-33	QWP-MNT-D	QA Wizard Pro Dedicated License Premium Care		
	1 User		\$256.06	EA
	2-4 Users		\$240.99	EA
	5-9 Users		\$225.93	EA
	10+ Users		\$210.87	EA
132-33	QWP-FLT-CUR	QA Wizard Pro Floating License		
	1 User		\$2,564.84	EA
	2-4 Users		\$2,413.97	EA
	5-9 Users		\$2,263.10	EA
	10+ Users		\$2,112.22	EA
132-33	QWP-MNT-F	QA Wizard Pro Floating License Premium Care		
	1 User		\$512.97	EA
	2-4 Users		\$482.79	EA
	5-9 Users		\$452.62	EA
	10+ Users		\$422.44	EA
132-33	QWP-RND-CUR	QA Wizard Pro Runtime Dedicated License		
	1 User		\$423.91	EA
	2-4 Users		\$398.97	EA
	5-9 Users		\$374.03	EA
	10+ Users		\$349.10	EA
132-33	QWP-MNT-RD	QA Wizard Pro Runtime Dedicated License Premium Care		
	1 User		\$84.78	EA
	2-4 Users		\$79.79	EA
	5-9 Users		\$74.81	EA
	10+ Users		\$69.82	EA
132-33	QWP-RNF-CUR	QA Wizard Pro Runtime Floating License		
	1 User		\$852.09	EA
	2-4 Users		\$801.97	EA
	5-9 Users		\$751.85	EA
	10+ Users		\$701.72	EA
132-33	QWP-MNT-RF	QA Wizard Pro Runtime Floating License Premium Care		
	1 User		\$170.42	EA
	2-4 Users		\$160.39	EA
	5-9 Users		\$150.37	EA
	10+ Users		\$140.34	EA

132-33	QWP-DED-OCR	QA Wizard Pro OCR Add-on Dedicated License		
	1 User		\$128.46	EA
	2-4 Users		\$120.90	EA
	5-9 Users		\$113.34	EA
	10+ Users		\$105.79	EA
132-33	QWP-MNT-OCRD	QA Wizard Pro OCR Add-on Dedicated License Premium Care		
	1 User		\$25.69	EA
	2-4 Users		\$24.18	EA
	5-9 Users		\$22.67	EA
	10+ Users		\$21.16	EA
132-33	QWP-FLT-OCR	QA Wizard Pro OCR Add-on Floating License		
	1 User		\$256.91	EA
	2-4 Users		\$241.80	EA
	5-9 Users		\$226.69	EA
	10+ Users		\$211.58	EA
132-33	QWP-MNT-OCRF	QA Wizard Pro OCR Add-on Floating License Premium Care		
	1 User		\$51.38	EA
	2-4 Users		\$48.36	EA
	5-9 Users		\$45.34	EA
	10+ Users		\$42.32	EA
132-33	QWP-LT-VU	QAWP Load Testing 50 Virtual Users		
	50 Users		\$427.33	EA
	100-200 Users		\$402.19	EA
	250-450 Users		\$377.06	EA
	500+ Users		\$351.92	EA
132-33	QWP-MNT-LTVU	QAWP Load Testing 50 Virtual Users Premium Care		
	50 Users		\$85.47	EA
	100-200 Users		\$80.44	EA
	250-450 Users		\$75.41	EA
	500+ Users		\$70.38	EA
		Printed Product Documentation		
132-33	QWP-DOC-SET	QA Wizard Pro Documentation Set	\$31.74	EA
		Premium Care Annual Renewal		
132-33	QWP-RNW-D	QA Wizard Pro Dedicated License Premium Care Renewal		
	1 User		\$256.06	EA
	2-4 Users		\$240.99	EA
	5-9 Users		\$225.93	EA
	10+ Users		\$210.87	EA
132-33	QWP-RNW-F	QA Wizard Pro Floating License Premium Care Renewal		
	1 User		\$512.97	EA
	2-4 Users		\$482.79	EA
	5-9 Users		\$452.62	EA
	10+ Users		\$422.44	EA

132-33	QWP-RNW-RD	QA Wizard Pro Runtime Dedicated License Premium Care Renewal		
	1 User		\$84.78	EA
	2-4 Users		\$79.79	EA
	5-9 Users		\$74.81	EA
	10+ Users		\$69.82	EA
132-33	QWP-RNW-RF	QA Wizard Pro Runtime Floating License Premium Care Renewal		
	1 User		\$170.42	EA
	2-4 Users		\$160.39	EA
	5-9 Users		\$150.37	EA
	10+ Users		\$140.34	EA
132-33	QWP-RNW-OCRD	QA Wizard Pro OCR Add-on Dedicated License Premium Care Renewal		
	1 User		\$25.69	EA
	2-4 Users		\$24.18	EA
	5-9 Users		\$22.67	EA
	10+ Users		\$21.16	EA
132-33	QWP-RNW-OCDF	QA Wizard Pro OCR Add-on Floating License Premium Care Renewal		
	1 User		\$51.38	EA
	2-4 Users		\$48.36	EA
	5-9 Users		\$45.34	EA
	10+ Users		\$42.32	EA
132-33	QWP-RNW-LTVU	QAWP Load Testing 50 Virtual Users Premium Care Renewal		
	50 Users		\$85.47	EA
	100-200 Users		\$80.44	EA
	250-450 Users		\$75.41	EA
	500+ Users		\$70.38	EA
TestTrack Studio Suite (bundle of TestTrack Pro and TestTrack TCM)				
		Licensing		
132-33	TTS-NAM-CUR	TestTrack Studio Named License		
	1-9 Users		\$847.81	EA
	10-24 Users		\$797.94	EA
	25-49 Users		\$748.07	EA
	50-99 Users		\$698.20	EA
	100+ Users		\$648.33	EA
132-33	TTS-MNT-N	TestTrack Studio Named License Premium Care		
	1-9 Users		\$169.56	EA
	10-24 Users		\$159.59	EA
	25-49 Users		\$149.61	EA
	50-99 Users		\$139.64	EA
	100+ Users		\$129.67	EA

132-33	TTS-FLT-CUR	TestTrack Studio Floating License		
	1-9 Users		\$2,132.37	EA
	10-24 Users		\$2,006.94	EA
	25-49 Users		\$1,881.51	EA
	50-99 Users		\$1,756.07	EA
	100+ Users		\$1,630.64	EA
132-33	TTS-MNT-F	TestTrack Studio Floating License Premium Care		
	1-9 Users		\$426.47	EA
	10-24 Users		\$401.39	EA
	25-49 Users		\$376.30	EA
	50-99 Users		\$351.21	EA
	100+ Users		\$326.13	EA
		Printed Product Documentation		
132-33	TTS-DOC-CUR	TestTrack Studio Documentation Set	\$77.07	EA
		Premium Care Annual Renewal		
132-33	TTS-RNW-N	TestTrack Studio Named License Premium Care Renewal		
	1-9 Users		\$169.56	EA
	10-24 Users		\$159.59	EA
	25-49 Users		\$149.61	EA
	50-99 Users		\$139.64	EA
	100+ Users		\$129.67	EA
132-33	TTS-RNW-F	TestTrack Studio Floating License Premium Care Renewal		
	1-9 Users		\$426.47	EA
	10-24 Users		\$401.39	EA
	25-49 Users		\$376.30	EA
	50-99 Users		\$351.21	EA
	100+ Users		\$326.13	EA
Seapine CM Suite (bundle of TestTrack Pro and Surround SCM)				
		Licensing		
132-33	CM-NAM-CUR	Seapine CM Named License		
	1-9 Users		\$847.81	EA
	10-24 Users		\$797.94	EA
	25-49 Users		\$748.07	EA
	50-99 Users		\$698.20	EA
	100+ Users		\$648.33	EA
132-33	CM-MNT-N	Seapine CM Named License Premium Care		
	1-9 Users		\$169.56	EA
	10-24 Users		\$159.59	EA
	25-49 Users		\$149.61	EA
	50-99 Users		\$139.64	EA
	100+ Users		\$129.67	EA

132-33	CM-FLT-CUR	Seapine CM Floating License		
	1-9 Users		\$2,132.37	EA
	10-24 Users		\$2,006.94	EA
	25-49 Users		\$1,881.51	EA
	50-99 Users		\$1,756.07	EA
	100+ Users		\$1,630.64	EA
132-33	CM-MNT-F	Seapine CM Floating License Premium Care		
	1-9 Users		\$426.47	EA
	10-24 Users		\$401.39	EA
	25-49 Users		\$376.30	EA
	50-99 Users		\$351.21	EA
	100+ Users		\$326.13	EA
		Printed Product Documentation		
132-33	CM-DOC-SET	Seapine CM Documentation Set	\$77.07	EA
		Premium Care Annual Renewal		
132-33	CM-RNW-N	Seapine CM Named License Premium Care Renewal		
	1-9 Users		\$169.56	EA
	10-24 Users		\$159.59	EA
	25-49 Users		\$149.61	EA
	50-99 Users		\$139.64	EA
	100+ Users		\$129.67	EA
132-33	CM-RNW-F	Seapine CM Floating License Premium Care Renewal		
	1-9 Users		\$426.47	EA
	10-24 Users		\$401.39	EA
	25-49 Users		\$376.30	EA
	50-99 Users		\$351.21	EA
	100+ Users		\$326.13	EA
Seapine SQA Suite (bundle of TestTrack Studio, Surround SCM, and QA Wizard Pro)				
		Licensing		
132-33	SQA-NAM-CUR	Seapine SQA Dedicated/Named License		
	1-9 Users		\$3,922.20	EA
	10-24 Users		\$3,691.48	EA
	25-49 Users		\$3,460.76	EA
	50-99 Users		\$3,230.05	EA
	100+ Users		\$2,999.33	EA
132-33	SQA-MNT-N	Seapine SQA Dedicated/Named License Premium Care		
	1-9 Users		\$784.44	EA
	10-24 Users		\$738.30	EA
	25-49 Users		\$692.15	EA
	50-99 Users		\$646.01	EA
	100+ Users		\$599.87	EA

132-33	SQA-FLT-CUR	Seapine SQA Floating License		
	1-9 Users		\$6,833.87	EA
	10-24 Users		\$6,431.88	EA
	25-49 Users		\$6,029.89	EA
	50-99 Users		\$5,627.90	EA
	100+ Users		\$5,225.90	EA
132-33	SQA-MNT-F	Seapine SQA Floating License Premium Care		
	1-9 Users		\$1,366.77	EA
	10-24 Users		\$1,286.38	EA
	25-49 Users		\$1,205.98	EA
	50-99 Users		\$1,125.58	EA
	100+ Users		\$1,045.18	EA
		Printed Product Documentation		
132-33	SQA-DOC-SET	Seapine SQA Documentation Set	\$86.14	EA
		Premium Care Annual Renewal		
132-33	SQA-RNW-N	Seapine SQA Dedicated/Named License Premium Care Renewal		
	1-9 Users		\$784.44	EA
	10-24 Users		\$738.30	EA
	25-49 Users		\$692.15	EA
	50-99 Users		\$646.01	EA
	100+ Users		\$599.87	EA
132-33	SQA-RNW-F	Seapine SQA Floating License Premium Care Renewal		
	1-9 Users		\$1,366.77	EA
	10-24 Users		\$1,286.38	EA
	25-49 Users		\$1,205.98	EA
	50-99 Users		\$1,125.58	EA
	100+ Users		\$1,045.18	EA

NOTE: All software is delivered electronically and available for download directly from Seapine Software's website at no additional charge. All documentation is included in the software in a PDF file format and available for download directly from Seapine Software's website at no additional charge.



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

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

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



6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. “NO CHARGE” TRAINING

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

NONE



10. TRAINING PRICING

SIN	Product Number	Product Description	GSA Price	
		Online and On-site Training		
132-50	TTP100-OLPUB	TestTrack Pro User Training (public)	\$358.17	EA
132-50	TTP100-OLPRIV	TestTrack Pro User Training (private)	\$544.05	EA
132-50	TTP100-OSPRIV-4S	TestTrack Pro User Training (on-site/in-house)	\$2,176.20	EA
132-50	TTP100-OSPRIV-ADD	TestTrack Pro User Training (on-site/in-house additional)	\$362.70	EA
132-50	TTP200-OLPUB	TestTrack Administrator Training (public)	\$544.05	EA
132-50	TTP200-OLPRIV	TestTrack Administrator Training (private)	\$1,088.10	EA
132-50	TTP200-OSPRIV-4S	TestTrack Administrator Training (on-site/in-house)	\$2,176.20	EA
132-50	TTP200-OSPRIV-ADD	TestTrack Administrator Training (on-site/in-house additional)	\$362.70	EA
132-50	TTP-TRN-SET	Additional TestTrack Pro Training Manual Set	\$135.11	EA
		Online and On-site Training		
132-50	TCM100-OLPUB	TestTrack TCM User Training (public)	\$358.17	EA
132-50	TCM100-OLPRIV	TestTrack TCM User Training (private)	\$544.05	EA
132-50	TCM100-OSPRIV-4S	TestTrack TCM User Training (on-site/in-house)	\$2,176.20	EA
132-50	TCM100-OSPRIV-ADD	TestTrack TCM User Training (on-site/in-house additional)	\$362.70	EA
		Online and On-site Training		
132-50	RM100-OLPUB	TestTrack RM User Training (public)	\$358.17	EA
132-50	RM100-OLPRIV	TestTrack RM User Training (private)	\$544.05	EA
132-50	RM100-OSPRIV-4S	TestTrack RM User Training (on-site/in-house)	\$2,176.20	EA
132-50	TTR100-OSPRIV-ADD	TestTrack RM User Training (on-site/in-house additional)	\$90.68	EA
		Online and On-site Training		
132-50	SCM100-OLPUB	Surround SCM User Training (public)	\$362.70	EA
132-50	SCM100-OLPRIV	Surround SCM User Training (private)	\$544.05	EA
132-50	SCM100-OSPRIV-4S	Surround SCM User Training (on-site/in-house)	\$2,176.20	EA
132-50	SCM100-OSPRIV-ADD	Surround SCM User Training (on-site/in-house additional)	\$362.70	EA
132-50	SCM200-OLPUB	Surround SCM Administrator Training (public)	\$544.05	EA
132-50	SCM200-OLPRIV	Surround SCM Administrator Training (private)	\$1,088.10	EA
132-50	SCM200-OSPRIV-4S	Surround SCM Administrator Training (on-site/in-house)	\$2,176.20	EA

132-50	SCM200-OSPRIV-ADD	Surround SCM Administrator Training (on-site/in-house additional)	\$362.70	EA
132-50	SCMX-TRN-SET	Additional Surround SCM Training Manual Set	\$135.11	EA
		Online and On-site Training		
132-50	QWP100-OLPUB	QA Wizard Pro Training (public)	\$544.05	EA
132-50	QWP100-OLPRIV	QA Wizard Pro Training (private)	\$1,088.10	EA
132-50	QAW100-OSPRIV-4S	QA Wizard Pro Training (on-site/in-house)	\$2,176.20	EA
132-50	QAW100-OSPRIV-ADD	QA Wizard Pro Training (on-site/in-house additional)	\$362.70	EA
132-50	QAW-TRN-SET	Additional QA Wizard Pro Training Manual Set	\$135.11	EA
		Online and On-site Training		
132-50	CM-TRN-SET	Additional Seapine CM Training Manual Set	\$270.21	EA
		Online and On-site Training		
132-50	SQA-TRN-SET	Additional Seapine SQA Training Manual Set	\$405.32	EA

NOTE: Delivery Time (Days ARO) Negotiated Between Contractor and Ordering Activity.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack Pro User Training (public)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of tracking defects and issues with TestTrack Pro. The curriculum simulates job-based scenarios that allow students to practice basic TestTrack Pro end user tasks.

2. Course Length: 2 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack Pro users who want to learn about basic TestTrack Pro features.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – may include students from multiple companies.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack Pro User Training Guide

8. Cost: \$358.17 per student

Product Number: TTP100-OLPUB



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack Pro User Training (private)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of tracking defects and issues with TestTrack Pro. The curriculum simulates job-based scenarios that allow students to practice basic TestTrack Pro end user tasks.

2. Course Length: 2 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack Pro users who want to learn about basic TestTrack Pro features.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – private.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack Pro User Training Guide

8. Cost: \$544.05 per student

Product Number: TTP100-OLPRIV



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack Pro User Training (on-site/in-house)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of tracking defects and issues with TestTrack Pro. The curriculum simulates job-based scenarios that allow students to practice basic TestTrack Pro end user tasks.

2. Course Length: 2 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack Pro users who want to learn about basic TestTrack Pro features.

4. Class Size: The minimum number of students per class is 4 and the maximum number of students per class is 12.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack Pro User Training Guide

8. Cost: \$2,176.20 first four students

Product Number: TTP100-OSPRIV-4S

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack Pro User Training (on-site/in-house additional)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of tracking defects and issues with TestTrack Pro. The curriculum simulates job-based scenarios that allow students to practice basic TestTrack Pro end user tasks.

2. Course Length: 2 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack Pro users who want to learn about basic TestTrack Pro features.

4. Class Size: The minimum number of additional students per class after the first four is 1 and the maximum number of additional students per class after the first four is 8.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack Pro User Training Guide

8. Cost: \$362.70 each additional student after first four students

Product Number: TTP100-OSPRIV-ADD (Add-on item to Product Number: TTP100-OSPRIV-4S)

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**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack Administrator Training (public)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of using and administering TestTrack, including TestTrack Pro and TestTrack TCM. The curriculum simulates job-based scenarios that allow students to practice TestTrack administrator tasks.

2. Course Length: 8 Hours; 4 consecutive days, 2 hours per day.

3. Prerequisites: TestTrack administrators and advanced TestTrack Pro/TCM users.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – may include students from multiple companies.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack Administrator Training Guide

8. Cost: \$544.05 per student

Product Number: TTP200-OLPUB



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack Administrator Training (private)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of using and administering TestTrack, including TestTrack Pro and TestTrack TCM. The curriculum simulates job-based scenarios that allow students to practice TestTrack administrator tasks.

2. Course Length: 8 Hours; 4 consecutive days, 2 hours per day.

3. Prerequisites: TestTrack administrators and advanced TestTrack Pro/TCM users.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – private.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack Administrator Training Guide

8. Cost: \$1,088.10 per student

Product Number: TTP200-OLPRIV



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack Administrator Training (on-site/in-house)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of using and administering TestTrack, including TestTrack Pro and TestTrack TCM. The curriculum simulates job-based scenarios that allow students to practice TestTrack administrator tasks.

2. Course Length: 8 Hours.

3. Prerequisites: TestTrack administrators and advanced TestTrack Pro/TCM users.

4. Class Size: The minimum number of students per class is 4 and the maximum number of students per class is 12.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack Administrator Training Guide

8. Cost: \$2,176.20 first four students

Product Number: TTP200-OSPRIV-4S

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack Administrator Training (on-site/in-house additional)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of using and administering TestTrack, including TestTrack Pro and TestTrack TCM. The curriculum simulates job-based scenarios that allow students to practice TestTrack administrator tasks.

2. Course Length: 8 Hours.

3. Prerequisites: TestTrack administrators and advanced TestTrack Pro/TCM users.

4. Class Size: The minimum number of additional students per class after the first four is 1 and the maximum number of additional students per class after the first four is 8.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack Administrator Training Guide

8. Cost: \$362.70 each additional student after first four students

Product Number: TTP200-OSPRIV-ADD (Add-on item to Product Number: TTP200-OSPRIV-4S)

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack TCM User Training (public)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of managing test cases and test runs with TestTrack TCM. The curriculum simulates job-based scenarios that allow students to practice basic TestTrack TCM user tasks.

2. Course Length: 2 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack TCM users who want to learn about basic TestTrack TCM features.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – may include students from multiple companies.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack TCM User Training Guide

8. Cost: \$358.17 per student

Product Number: TCM100-OLPUB



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack TCM User Training (private)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of managing test cases and test runs with TestTrack TCM. The curriculum simulates job-based scenarios that allow students to practice basic TestTrack TCM user tasks.

2. Course Length: 2 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack TCM users who want to learn about basic TestTrack TCM features.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – private.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack TCM User Training Guide

8. Cost: \$544.05 per student

Product Number: TCM100-OLPRIV



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack TCM User Training (on-site/in-house)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of managing test cases and test runs with TestTrack TCM. The curriculum simulates job-based scenarios that allow students to practice basic TestTrack TCM user tasks.

2. Course Length: 2 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack TCM users who want to learn about basic TestTrack TCM features.

4. Class Size: The minimum number of students per class is 4 and the maximum number of students per class is 12.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack TCM User Training Guide

8. Cost: \$2,176.20 first four students

Product Number: TCM100-OSPRIV-4S

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: TestTrack TCM User Training (on-site/in-house additional)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of managing test cases and test runs with TestTrack TCM. The curriculum simulates job-based scenarios that allow students to practice basic TestTrack TCM user tasks.

2. Course Length: 2 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack TCM users who want to learn about basic TestTrack TCM features.

4. Class Size: The minimum number of additional students per class after the first four is 1 and the maximum number of additional students per class after the first four is 8.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: TestTrack TCM User Training Guide

8. Cost: \$362.70 each additional student after first four students

Product Number: TCM100-OSPRIV-ADD (Add-on item to Product Number: TCM100-OSPRIV-4S)

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

9. Course Title: TestTrack RM User Training (public)

Description: This class provides everything you need to learn the fundamentals of managing requirements with TestTrack RM. You will learn how to customize TestTrack RM, create and manage requirements and requirement documents, and generate reports. The class uses written procedures, real-world scenarios, and exercises to help you learn basic TestTrack RM user tasks.

10. Course Length: 2 Hours.

11. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack RM users who want to learn about basic TestTrack RM features.

12. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

13. Location: Online – may include students from multiple companies.

14. Schedule: Class dates and times to be arranged at the request of the Client.

15. Materials: TestTrack RM User Training Guide

16. Cost: \$358.17 per student

Product Number: RM100-OLPUB



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

9. Course Title: TestTrack RM User Training (private)

Description: This class provides everything you need to learn the fundamentals of managing requirements with TestTrack RM. You will learn how to customize TestTrack RM, create and manage requirements and requirement documents, and generate reports. The class uses written procedures, real-world scenarios, and exercises to help you learn basic TestTrack RM user tasks.

10. Course Length: 2 Hours.

11. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack RM users who want to learn about basic TestTrack RM features.

12. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

13. Location: Online – private.

14. Schedule: Class dates and times to be arranged at the request of the Client.

15. Materials: TestTrack RM User Training Guide

16. Cost: \$544.05 per student

Product Number: RM100-OLPRIV



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

9. Course Title: TestTrack RM User Training (on-site/in-house)

Description: This class provides everything you need to learn the fundamentals of managing requirements with TestTrack RM. You will learn how to customize TestTrack RM, create and manage requirements and requirement documents, and generate reports. The class uses written procedures, real-world scenarios, and exercises to help you learn basic TestTrack RM user tasks.

10. Course Length: 2 Hours.

11. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack RM users who want to learn about basic TestTrack RM features.

12. Class Size: The minimum number of students included in the cost of training per class is 1 and the maximum number of students per class is 12.

13. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

14. Schedule: Class dates and times to be arranged at the request of the Client.

15. Materials: TestTrack RM User Training Guide

16. Cost: \$2,176.20 first twelve students

Product Number: RM100-OSPRIV-4S

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

9. Course Title: TestTrack RM User Training (on-site/in-house additional)

Description: This class provides everything you need to learn the fundamentals of managing requirements with TestTrack RM. You will learn how to customize TestTrack RM, create and manage requirements and requirement documents, and generate reports. The class uses written procedures, real-world scenarios, and exercises to help you learn basic TestTrack RM user tasks.

10. Course Length: 2 Hours.

11. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new TestTrack RM users who want to learn about basic TestTrack RM features.

12. Class Size: The minimum number of additional students per class after the first twelve is 1 and the maximum number of additional students per class after the first twelve is 12.

13. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

14. Schedule: Class dates and times to be arranged at the request of the Client.

15. Materials: TestTrack RM User Training Guide

16. Cost: \$90.68 each additional student after first twelve students

Product Number: TTR100-OSPRIV-ADD (Add-on item to Product Number: RM100-OSPRIV-4S)

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: Surround SCM User Training (public)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of managing source files and changes with Surround SCM. The curriculum simulates job-based scenarios that allow students to practice basic Surround SCM user tasks.

2. Course Length: 4 Hours; 2 consecutive days, 2 hours per day.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new Surround SCM users and users who want to learn more about basic Surround SCM features.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – may include students from multiple companies.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: Surround SCM User Training Guide

8. Cost: \$362.70 per student

Product Number: SCM100-OLPUB



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: Surround SCM User Training (private)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of managing source files and changes with Surround SCM. The curriculum simulates job-based scenarios that allow students to practice basic Surround SCM user tasks.

2. Course Length: 4 Hours; 2 consecutive days, 2 hours per day.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new Surround SCM users and users who want to learn more about basic Surround SCM features.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – private.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: Surround SCM User Training Guide

8. Cost: \$544.05 per student

Product Number: SCM100-OLPRIV



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: Surround SCM User Training (on-site/in-house)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of managing source files and changes with Surround SCM. The curriculum simulates job-based scenarios that allow students to practice basic Surround SCM user tasks.

2. Course Length: 8 Hours; 2 classes, 4 students per class.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new Surround SCM users and users who want to learn more about basic Surround SCM features.

4. Class Size: The minimum number of students per class is 4 and the maximum number of students per class is 12.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: Surround SCM User Training Guide

8. Cost: \$2,176.20 first four students

Product Number: SCM100-OSPRIV-4S

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: Surround SCM User Training (on-site/in-house additional)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of managing source files and changes with Surround SCM. The curriculum simulates job-based scenarios that allow students to practice basic Surround SCM user tasks.

2. Course Length: 8 Hours; 2 classes, 4 students per class.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new Surround SCM users and users who want to learn more about basic Surround SCM features.

4. Class Size: The minimum number of additional students per class after the first four is 1 and the maximum number of additional students per class after the first four is 8.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: Surround SCM User Training Guide

8. Cost: \$362.70 each additional student after first four students

Product Number: SCM100-OSPRIV-ADD (Add-on item to Product Number: SCM100-OSPRIV-4S)

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: Surround SCM Administrator Training (public)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of using and administering Surround SCM. The curriculum simulates job-based scenarios that allow students to practice Surround SCM administrator tasks.

2. Course Length: 8 Hours; 4 consecutive days, 2 hours per day.

3. Prerequisites: Surround SCM administrators and advanced Surround SCM users.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – may include students from multiple companies.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: Surround SCM Administrator Training Guide

8. Cost: \$544.05 per student

Product Number: SCM200-OLPUB



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: Surround SCM Administrator Training (private)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of using and administering Surround SCM. The curriculum simulates job-based scenarios that allow students to practice Surround SCM administrator tasks.

2. Course Length: 8 Hours; 4 consecutive days, 2 hours per day.

3. Prerequisites: Surround SCM administrators and advanced Surround SCM users.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – private.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: Surround SCM Administrator Training Guide

8. Cost: \$1,088.10 per student

Product Number: SCM200-OLPRIV



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: Surround SCM Administrator Training (on-site/in-house)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of using and administering Surround SCM. The curriculum simulates job-based scenarios that allow students to practice Surround SCM administrator tasks.

2. Course Length: 8 Hours.

3. Prerequisites: Surround SCM administrators and advanced Surround SCM users.

4. Class Size: The minimum number of students per class is 4 and the maximum number of students per class is 12.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: Surround SCM Administrator Training Guide

8. Cost: \$2,176.20 first four students

Product Number: SCM200-OSPRIV-4S

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: Surround SCM Administrator Training (on-site/in-house additional)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course teaches participants the fundamentals of using and administering Surround SCM. The curriculum simulates job-based scenarios that allow students to practice Surround SCM administrator tasks.

2. Course Length: 8 Hours.

3. Prerequisites: Surround SCM administrators and advanced Surround SCM users.

4. Class Size: The minimum number of additional students per class after the first four is 1 and the maximum number of additional students per class after the first four is 8.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: Surround SCM Administrator Training Guide

8. Cost: \$362.70 each additional student after first four students

Product Number: SCM200-OSPRIV-ADD (Add-on item to Product Number: SCM200-OSPRIV-4S)

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: QA Wizard Pro Training (public)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course includes the fundamentals of using QA Wizard Pro. Among other tasks, participants learn how to create and modify scripts, work with data, add statements, and debug errors. The curriculum simulates job-based scenarios that allow students to practice QA Wizard Pro tasks.

2. Course Length: 8 Hours; 4 consecutive days, 2 hours per day.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new QA Wizard Pro users and users who want to learn more about the QA Wizard Pro features.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – may include students from multiple companies.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: QA Wizard Pro Training Guide

8. Cost: \$544.05 per student

Product Number: QWP100-OLPUB



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: QA Wizard Pro Training (private)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course includes the fundamentals of using QA Wizard Pro. Among other tasks, participants learn how to create and modify scripts, work with data, add statements, and debug errors. The curriculum simulates job-based scenarios that allow students to practice QA Wizard Pro tasks.

2. Course Length: 8 Hours; 4 consecutive days, 2 hours per day.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new QA Wizard Pro users and users who want to learn more about the QA Wizard Pro features.

4. Class Size: The minimum number of students per class is 1 and the maximum number of students per class is 12.

5. Location: Online – private.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: QA Wizard Pro Training Guide

8. Cost: \$1,088.10 per student

Product Number: QWP100-OLPRIV



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: QA Wizard Pro Training (on-site/in-house)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course includes the fundamentals of using QA Wizard Pro. Among other tasks, participants learn how to create and modify scripts, work with data, add statements, and debug errors. The curriculum simulates job-based scenarios that allow students to practice QA Wizard Pro tasks.

2. Course Length: 8 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new QA Wizard Pro users and users who want to learn more about the QA Wizard Pro features.

4. Class Size: The minimum number of students per class is 4 and the maximum number of students per class is 12.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: QA Wizard Pro Training Guide

8. Cost: \$2,176.20 first four students

Product Number: QAW100-OSPRIV-4S

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



SEAPINE SOFTWARE, INC INFORMATION TECHNOLOGY TRAINING COURSE DESCRIPTION

1. Course Title: QA Wizard Pro Training (on-site/in-house additional)

Description: Using written procedures, real-world scenarios, exercises, and integrated practices, this course includes the fundamentals of using QA Wizard Pro. Among other tasks, participants learn how to create and modify scripts, work with data, add statements, and debug errors. The curriculum simulates job-based scenarios that allow students to practice QA Wizard Pro tasks.

2. Course Length: 8 Hours.

3. Prerequisites: No specific mandatory or desirable prerequisites for student enrollment – for new QA Wizard Pro users and users who want to learn more about the QA Wizard Pro features.

4. Class Size: The minimum number of additional students per class after the first four is 1 and the maximum number of additional students per class after the first four is 8.

5. Location: *Onsite at client location or **In-house at Seapine Software corporate location.

6. Schedule: Class dates and times to be arranged at the request of the Client.

7. Materials: QA Wizard Pro Training Guide

8. Cost: \$362.70 each additional student after first four students

Product Number: QAW100-OSPRIV-ADD (Add-on item to Product Number: QAW100-OSPRIV-4S)

*Onsite at client location – customer is responsible for all travel and living expenses of Seapine Consultants while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

**In-house at Seapine Software corporate location – participants are responsible for their own travel-related expenses.



4. 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

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

Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience in systems analysis and design techniques for complex application systems. Ability to collect and analyze data, using experience to complement the data in designing and implementing complex application systems.

Functional Responsibility: Provides technical services to Seapine customers relating to use, operation, and maintenance of Seapine Software.

Minimum Education: Bachelor's Degree or equivalent experience

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

DESCRIPTION

GSA PRICE

Remote Consulting Services

Systems Engineer (Seapine Business Hours – Per Hour Rate)	\$113.34 Per Hour (No Per Day Minimum)
Systems Engineer (Outside Seapine Business Hours)	\$181.35 Per Hour (No Per Day Minimum)

NOTE: Remote Consulting Services would be defined as work performed by Seapine Software from Seapine office and/or agreed upon location through agreed upon connection (internet, terminal services, online, telephone, or any other communication mediums). No work is performed at customer location – onsite services are not available for this option. No minimum number of hours is required for Remote Consulting Services.

NOTE: Normal Seapine Software Professional Services Business Hours would be defined as Monday through Friday, 8:00 AM to 7:00 PM (Eastern Standard Time) excluding major holidays.

NOTE: Outside Seapine Software Professional Services Business Hours would be defined as any hours worked before 8:00 AM or after 7:00 PM (Eastern Standard Time) Monday through Friday, including any major holidays or weekends.



On-Site or In-house

Systems Engineer (Seapine Business Hours – Per Hour Rate Minimum)	\$136.01 Per Hour (8 Hrs Per Day)
Systems Engineer (Outside Seapine Business Hours)	\$204.02 Per Hour (Addl Hrs after first 8 Hrs)

NOTE: A minimum purchase of 8 hours per day is required when Seapine Software Systems Engineer travels Onsite to client location – customer is responsible for all travel and living expenses of Seapine Software Systems Engineer while at the customer site with reimbursement rates in accordance with the current Government Joint Travel Regulation Standard.

NOTE: A minimum purchase of 8 hours per day is required when customer travels In-house to Seapine Software corporate location – customer is responsible for their own travel-related expenses.

NOTE: Normal Seapine Software Professional Services Business Hours would be defined as Monday through Friday, 8:00 AM to 7:00 PM (Eastern Standard Time) excluding major holidays.

NOTE: Outside Seapine Software Professional Services Business Hours would be defined as any hours worked before 8:00 AM or after 7:00 PM (Eastern Standard Time) Monday through Friday, including any major holidays or weekends.

FPDS Service Categories

- **IT Facility Operations and Maintenance (FPDS CODE D301)**
- **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 D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)**


Seapine Software

132-51	TTP-QS	TestTrack Pro Quick Start -Includes 4 Hrs of Remote Consulting Services -Only Available for New Customers on Initial Purchase	\$448.84	EA
132-51	SCM-QS	Surround SCM Quick Start -Includes 4 Hrs of Remote Consulting Services -Only Available for New Customers on Initial Purchase	\$448.84	EA
132-51	QAW-QS	QA Wizard Quick Start -Includes 4 Hrs of Remote Consulting Services -Only Available for New Customers on Initial Purchase	\$448.84	EA
132-51	CM-QS	Seapine CM Quick Start -Includes 4 Hrs of Remote Consulting Services -Only Available for New Customers on Initial Purchase	\$448.84	EA
132-51	SQA-QS	Seapine SQA Quick Start -Includes 4 Hrs of Remote Consulting Services -Only Available for New Customers on Initial Purchase	\$448.84	EA
Remote and On-Site Consulting Services				
132-51	REM-CONS-DAY	Remote Consulting Services (No per day minimum) (Seapine Professional Services business hours)	\$113.34	HR
132-51	REM-CONS-ADD	Remote Consulting Services (No per day minimum) (outside Seapine Professional Services business hours)	\$181.35	HR
132-51	OS-CONS-DAY	On-Site Consulting Services (day/first 8 hours) (Seapine Professional Services business hours)	\$1,088.10	EA
132-51	OS-CONS-ADD	On-Site Consulting Services (additional hours after first 8 hours) (outside Seapine Professional Services business hours)	\$204.02	HR

NOTE: Delivery Time (Days ARO) Negotiated Between Contractor and Ordering Activity.

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



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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Shane Dellecave-Account Manager, Phone #: 513-754-1655, x1556, Email Address: dellecaves@seapine.com, Fax #: 513-754-1660.



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.



7. BASIS GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS

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.



8. SERVICE AND DISTRIBUTION POINTS

Seapine Software, Inc

6960 Cintas Blvd.

Mason, OH 45040-2355

Main #: 513-754-1655

Fax #: 513-754-1660

www.seapine.com



9. PARTICIPATING DEALERS

Not applicable. Seapine Software, Inc does not have specific dealers or resellers identified to perform on the possible contract to be awarded under this solicitation.