

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

**Special Item No. 132-32 Term Software Licenses:** FSC Class 7030 - Information Technology Software, Large-Scale Computers: Application Software

**Special Item No. 132-33 Perpetual Software Licenses:** FSC Class 7030 - Information Technology Software Large-Scale Computers: Application Software

**Special Item No. 132-34 Maintenance of Software**

**Special Item No. 132-51 Information Technology Professional Services:** FPDS Code D308 Programming Services



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Group 70 IT GSA Schedule Contract Number: **GS-35F-0207P**  
Period Covered by Contract: Jan. 8, 2014- Jan 7, 2019  
Pricelist current through Modification # PA-0031, dated 2/16/15

General Services Administration  
Federal Acquisition Services



Products and ordering information in this Authorized FAS Information Technology Schedule

Pricelist is available on [www.GSAAdvantage.gov](http://www.GSAAdvantage.gov)

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

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

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

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## Information for Ordering Activities Applicable To All Special Item Numbers

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

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

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

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

#### **1. Geographic Scope of Contract:**

The Geographic Scope of Contract will be domestic and overseas delivery. ICS deliveries are handled electronically via the internet.

*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.

#### **2. Contractor's Ordering Address and Payment Information:**

ICS Learning Group  
8221 Ritchie Highway, Suite 303  
Pasadena, MD 21122

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: **410-975-9440**

**3. Liability for Injury or Damage**

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

**4. Statistical Data for Government Ordering Office Completion of Standard Form 279**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **04-500-6140**

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

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **52-2083479**

4a. CAGE Code: **1JF41**

4b. Contractor has registered with the Central Contractor Registration Database and ORCA.

**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)
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<b>132-32 &amp; 132-33</b>	Seven (7) Days
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<b>132-51</b>	As agreed between customer and contractor.
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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 work days 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. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.

## **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: Available.**

## **10. Small Requirements**

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

### **11. Maximum Order**

All dollar amounts are exclusive of any discount for prompt payment.

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

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-51 - Information Technology (IT) Professional Services

Note: Maximum Orders does not apply to Special Item Number 132-34 Maintenance of Software.

## **12. Ordering Procedures for Federal Supply Schedule Contracts**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR)

8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

## **13. Federal Information Technology/Telecommunication Standards Requirements**

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

### **13.1 Federal Information Processing Standards Publications (FIPS Pubs)**

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

service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### 13.2 Federal Telecommunication Standards (FED-STDS)

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

### 14. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 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 Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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, De-installation, 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, de-installation, 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.icslearninggroup.com/section508](http://www.icslearninggroup.com/section508)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. Prime Contractor Ordering From Federal Supply Schedules**

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

(a) A copy of the authorization from the Agency 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>.

Inquisiq EX Learning Management System and related authoring tools are SCORM compliant.

## 27. Advance Payments

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

## **Terms and Conditions Applicable To Term Software Licenses (SIN 132-32), Perpetual Software Licenses (Special Item Number 132-33), Maintenance (SIN 132-34) of General Purpose Commercial Information Technology Software**

### **1. Inspection/Acceptance**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance 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.

**ICS Learning Group's software has a ninety (90) day warranty.**

- 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 Government for consequential damages resulting from any defect or deficiencies in accepted items.

### **3. Technical Services**

The Contractor, without additional charge to the Government, shall provide a hot line technical support number: 410-975-9440 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM to 5 PM EST.

### **4. Software Maintenance**

- a. Software maintenance service shall include the following:

#### **Annual Upgrades and Technical Support**

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

### **5. Periods Of Term Licenses (132-32) and Maintenance (132-34)**

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

or a lesser period of time.

- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days' written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance are 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. Conversion from Term License to Perpetual License**

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

## **7. Term License Cessation**

THIS DOES NOT APPLY TO ICS Learning Group

## **8. Utilization Limitations - (132-32, 132-33, & 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

- b. When acquired by the Government, 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 agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency 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 agency'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 agency.
  - (3) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
  - (4) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
  - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**9. Software Conversions - (SINs 132-32 & 132-33)**

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

**10. Descriptions & Equipment Compatibility**

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

**11. Right-To-Copy Pricing**

ICS Learning Group has no right-to-copy pricing.

## **Terms and Conditions Applicable To Information Technology (IT) Professional Services (SIN 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.
- d. The above procedures do not apply to Time and Material or labor hour orders.

### **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/EC 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) 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) 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 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 Government.

## **10. Organizational Conflicts of Interest**

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.

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. 52.216- 31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by:—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

### **13. Resumes**

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

### **14. Incidental Support Costs**

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

### **15. Approval of Subcontracts**

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

### **16. Description of IT Services and Pricing**

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

## IT Services Professional Labor Categories—Minimum Experience and Education Requirements

### 1. Senior Project Manager

Minimum Education:

Bachelor's degree in Engineering, Communications, Education, Business, Computer Science, or IT related field, or equivalent work experience.

Minimum Experience:

A minimum of five (5) years of general experience, including four (4) years of managing communications, training, performance support, information technology or related projects.

Must possess strong verbal and written communication skills and be competent in production methodology, scheduling, and resource allocation. Proficient with office productivity tools (such as MS Word, PowerPoint, and Project).

Functional Responsibility:

Maintains liaison with the client throughout all project phases. Maintains client satisfaction through timely and quality service. Creates project schedules and allocates resources to stay on budget and meet project deadlines. Supervises all aspects of task performance.

### 2. Senior Instructional Designer

Minimum Education:

Bachelor's degree in Education, Instructional Systems Design, or related field, or equivalent work experience.

Master's degree preferred.

Minimum Experience:

A minimum of five (5) years' experience in utilizing the Instructional Systems Design methodology including the analysis, design and development of curriculum, training content, and/or performance support systems. Understands and has used adult learning theories and applications in the development of training programs.

Functional Responsibility:

Analyzes learning needs and performance gaps. Works with subject matter experts to create detailed design documents, course outlines and learning objectives for instructor led and/or computer/web-based training programs. Creates learning content and produces storyboards for implementation of web-based and computer-based training programs. May work collaboratively with multimedia developers during the implementation phase of web-based or computer-based training development. May lead a team of instructional designers in the design and development process.

### 3. **Instructional Designer**

Minimum Education:

Bachelor's degree in Education, Instructional Systems Design, or related field, or equivalent work experience.

Minimum Experience:

A minimum of one (1) year experience in utilizing the Instructional Systems Design methodology including the analysis, design and development of curriculum, training content, and/or performance support systems. Understands adult learning theories and applications.

Functional Responsibility:

Assists senior instructional designers in analyzing learning needs and performance gaps. Develops learning content and storyboards based upon detailed design documents, developed by senior instructional designers. Works, as a team member, on projects requiring multiple instructional designers. Works collaboratively with multimedia developers during the implementation phase of web-based or computer-based training development.

### 4. **Senior Multimedia Developer**

Minimum Education:

Bachelor's degree in Visual Communications, Computer Science, Fine Arts, or related field, or equivalent work experience.

Minimum Experience:

A minimum of four (4) years' experience in multimedia programming. Proficient with multimedia programming tools (such as Macromedia Authorware, Director, and/or Flash) and graphic tools (such as Adobe Photoshop) for the creation of multimedia and/or web programs and animations.

Functional Responsibility:

Develops and implements specifications for multimedia programs. Codes and debugs multimedia programs from documented logic. Codes graphical user interfaces into multimedia formats. May direct a team of multimedia developers and graphic artists in large multimedia development projects.

### 5. **Multimedia Developer**

Minimum Education:

Bachelor's degree in Visual Communications, Computer Science, Fine Arts, or related field, or equivalent work experience.

Minimum Experience:

A minimum of one (1) year experience using multimedia programming tools (such as Macromedia Authorware, Director, and/or Flash) for the creation of multimedia and/or web programs and animations.

Functional Responsibility:

Codes and debugs multimedia programs from documented logic. Codes graphical user interfaces into multimedia formats. Optimizes file formats and sizes for delivery of

multimedia content on CDROM or web.

## 6. Senior Programmer

### Minimum Education:

Bachelor's degree in Computer Science or related field, or equivalent work experience. Minimum Experience:

A minimum of five (5) years' experience in application programming and/or database development, including a minimum of three (3) years in a higher level computer programming language.

### Functional Responsibility:

Develops and implements specifications for application programs and databases. Evaluates and modifies existing software in accordance with design specifications. Programs and debugs application programs from documented logic. Programs graphical user interfaces, API commands, and APIs for software systems. May direct a team of programmers in large application development projects. Uses judgment and initiative in developing analytical and computational techniques and methodology for solving complex technical problems.

## 7. Programmer

### Minimum Education:

Bachelor's degree in Computer Science or related field, or equivalent work experience. Minimum Experience:

A minimum of two (2) years' experience in application programming, web programming, and/or database development.

### Functional Responsibility:

Programs and debugs application programs from design specifications and documented logic. Evaluates and modifies existing software in accordance with design specifications. Programs graphical user interfaces. Modifies and maintains application programs written by other programmers. Writes and maintains documentation on the development, logic, programming, and debugging of application programs.

## 8. Web Developer

### Minimum Education:

Bachelor's degree or an applicable training certificate from an accredited institution or equivalent work experience.

### Minimum Experience:

A minimum of one (1) year experience in the development of web sites and/or web-based applications.

### Functional Responsibility:

Designs, develops, implements, and debugs web software code (such as HTML, CGI, and JavaScript). Works with creative directors and graphic designers to develop web site navigation concepts, interface designs and web site architectures. Manipulates graphic files

and codes interface designs into functional web pages.

## 9. **Creative Director**

### Minimum Education:

Bachelor of Fine Arts, Visual Communications or related field or equivalent work experience. Minimum Experience:

A minimum of four (4) years' experience in the creation of graphical user interfaces, graphic elements for web and multimedia applications, electronic media, demonstrative graphics, and/or print layouts, including a minimum of one (1) year experience in directing graphic design staff. Proficient with graphic design tools (such as Adobe Illustrator, Photoshop, and Corel Draw).

### Functional Responsibility:

Works with clients and project managers to understand and direct the design and navigation requirements of web and multimedia programs. Directs the efforts of other graphic artists. Creates style guides and specifies graphic details for web and multimedia programs. Designs graphical user interfaces and works with programmers to ensure proper implementation and functionality of each interface. Creates media assets including graphic elements for web, multimedia and/or print applications.

## 10. **Graphic Artist**

### Minimum Education:

Bachelor of Fine Arts, Visual Communications or related field or equivalent work experience. Minimum Experience:

A minimum of one (1) year experience in the creation of graphical user interfaces, graphic elements for web and multimedia applications, electronic media, or demonstrative graphics. Good working knowledge of graphic design tools (such as Adobe Illustrator, Photoshop, and Corel Draw).

### Functional Responsibility:

Designs graphical user interfaces under the direction of a creative director and/or project manager. Creates media assets including graphic elements for web, multimedia and/or print applications.

## 11. **Data Entry/Typist**

### Minimum Education:

High School diploma or equivalent work experience. Minimum Experience:

One year general work experience which demonstrates proficiency in operating office productivity software (such as Microsoft Word, Excel, PowerPoint, Access)

### Functional Responsibility:

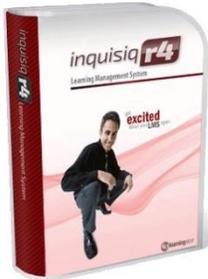
Compiles, types, edits, and saves business documents. Enters data into computer based data entry systems.

## IT Professional Services Pricing

<b>Labor Category</b>	<b>SIN 132-51 Hourly Rate</b>
<b>Senior Project Manager</b>	<b>\$122.91</b>
<b>Senior Instructional Designer</b>	<b>\$98.74</b>
<b>Instructional Designer</b>	<b>\$90.68</b>
<b>Senior Multimedia Developer</b>	<b>\$88.66</b>
<b>Multimedia Developer</b>	<b>\$84.63</b>
<b>Senior Programmer</b>	<b>\$120.90</b>
<b>Programmer</b>	<b>\$88.66</b>
<b>Web Developer</b>	<b>\$72.54</b>
<b>Creative Director</b>	<b>\$82.62</b>
<b>Graphic Artist</b>	<b>\$72.54</b>
<b>Data Entry/Typist</b>	<b>\$40.30</b>

## Learning Management Systems (LMS)

### 1. Inquisiq R4™ Product Description



**Inquisiq R4™** is a simple to use but powerful learning management system (LMS) that gives you the ability to deliver SCORM-compliant content in both public and private environments. It is a straightforward, robust solution with an intuitive interface that allows you to organize catalogs, review reports, issue certificates and sell your content using a variety of e-commerce solutions.

Inquisiq R4™ is offered in both *Software as a Service (SaaS)* and installed (perpetual license) solutions to best meet your particular needs.

#### Software as a Service (SaaS)

The Inquisiq R4™ SaaS solution allows you to completely outsource your LMS application to ICS Learning Group. It is a pay-as-you-go all inclusive solution that includes the software, hosting, support and maintenance. With no software to install, you can be up and running in minutes.

#### Installed Solution

An Inquisiq R4™ unlimited user perpetual license can be purchased for installation on your server, or you may have your license installed on a dedicated leased server from ICS Learning Group. For larger user populations, this option may be more economical than the SaaS solution, especially when considering longer time periods. It also provides a solution where the application must run behind a firewall or in a more controlled network environment.

#### Web Hosting Service

Purchase an Inquisiq R4™ unlimited user perpetual license and we can host it for you! Our servers are safely and securely co-located within a SAS70 Type II certified datacenter and have an average annual uptime of over 99.9%. All data is back up nightly offsite to ensure that your data remains safe and secure.

ICS Learning Group's hosting services are the perfect solution for those who want the cost benefits of purchasing the installed solution but would like ICS to provide all of the associated LMS web hosting. All ICS servers are monitored 24x7x365 days/year.

Pricing for Inquisiq R4™ Learning Management System products are listed on the following pages. For more information on product and GSA pricing, contact ICS Learning Group GSA Sales at 410 975-9440 or [gsa@icslearninggroup.com](mailto:gsa@icslearninggroup.com).

## 2. Inquisiq<sup>R4</sup> Learning Management System Pricing

SIN	Product Number	Product Name	Product Description	Unit Price
132-33	INQR4-INST	Inquisiq R4 Learning Management System – ICS hosted Installed Solution, Perpetual License	An Inquisiq R4™ Learning Management System unlimited user perpetual license can be purchased and installed on a dedicated leased server from ICS Learning Group (see following page for server lease details). For larger user populations, this option may be more economical than the SaaS solution, especially when considering longer time periods. The ICS Hosted Installed solution provides worry free hosting by ICS Learning Group including free server maintenance and Inquisiq upgrade installations. Each license includes your ability to create 7 Perpetual LMS instances (1 full, 1 developer and 5 content resellers). Additional LMS instances are available for a nominal yearly charge. Each LMS instance is a unique standalone LMS, with its own URL, branding, users, courses, etc. A 2-year hosting agreement is required to obtain this price.	\$14,309.82
132-34	INQR4-INST-TSM	Inquisiq R4 Learning Management System - Annual technical support and software maintenance for ICS hosted Installed Solutions	Inquisiq R4 Learning Management System annual technical support and software maintenance for ICS hosted Installed Solutions gives the customer full access to the Inquisiq product support team as well as all software updates as they become available.	\$1,866.39
132-33	INQR4-INST-1XUNR-LMS	Inquisiq R4 Learning Management System - 1 additional annual Unrestricted LMS account for the Inquisiq R4 Installed Solution.	Inquisiq R4 Installed Solution Perpetual License (part#: INQR4-INST) comes with 1 Full LMS account, 1 Developer LMS account, and 5 Content Reseller LMS accounts. This option allows you to add 1 additional annual Full LMS account beyond what comes with the perpetual license.	\$1,435.69 (per year)
132-33	INQR4-INST-1XDEV-LMS	Inquisiq R4 Learning Management System - 1 additional annual Developer LMS account for the Inquisiq R4 Installed Solution.	Inquisiq R4 Installed Solution Perpetual License (part#: INQR4-INST) comes with 1 Full LMS account, 1 Developer LMS account, and 5 Content Reseller LMS accounts. This option allows you to add 1 additional annual Developer LMS account beyond what comes with the perpetual license.	\$239.28 (per year)
132-33	INQR4-INST-1XCON-LMS	Inquisiq R4 Learning Management System - 1 additional annual Content Reseller LMS account for the Inquisiq R4 Installed Solution.	Inquisiq R4 Installed Solution Perpetual License (part#: INQR4-INST) comes with 1 Full LMS account, 1 Developer LMS account, and 5 Content Reseller LMS accounts. This option allows you to add 1 additional annual Content Reseller LMS account beyond what comes with the perpetual license.	\$239.28 (per year)

SIN	Product Number	Product Name	Product Description	Unit Price
132-33	ICS-INQR4-OP-UNLTD	Inquisiq R4™ Learning Management System On Premises Installed Solution Package, with no user limit.	An Inquisiq R4™ unlimited user perpetual license can be purchased for installation on your server as a package that includes the remote installation and first year of Support and Maintenance. For larger user populations, this option may be more economical than the SaaS solution, especially when considering longer time periods. It also provides a solution where the application must run behind a firewall or in a more controlled network environment. Each license (full and development included) includes your ability to create 7 perpetual LMS instances (1 full, 1 developer and 5 content resellers). Additional LMS instances are available for a nominal yearly charge.	\$23,881.61
132-34	INQR4-INST-TSM-OP	Inquisiq R4 Learning Management System - Annual technical support and software maintenance for On Premises Installed Solutions	Inquisiq R4 Learning Management System annual technical support and software maintenance for On Premises Installed Solutions gives the customer full access to the Inquisiq product support team as well as all software updates as they become available.	\$2,344.96
132-33	INQR4-INST-REM	Remote software installation service	ICS remotely installs the perpetual license on a qualified web-server	\$453.38
132-33	INQR4-INST-OP	An additional Inquisiq R4™ unlimited user perpetual license to be added to the On Premises package which may be installed on a separate server	An additional Inquisiq R4™ unlimited user perpetual license can be purchased for installation on an additional server once you have purchased the On Premises package. This license may be self-installed, or you may purchase the remote installation service and have ICS remotely install it for you. Each license (full and development included) includes your ability to create 7 perpetual LMS instances (1 full, 1 developer and 5 content resellers). Additional LMS instances are available for a nominal yearly charge.	\$19,095.72
132-32	INQR4-INST-VDS	Virtual Dedicated Server monthly hosting service for Inquisiq R4 Installed Solution	Virtual Dedicated Server specs: 1x Quad Core Intel or AMD Processor, 2 GB RAM, 40 GB Storage Drive, Host OS - VMWare ESXi 3.x, Guest OS - Windows Server 2003 SE, Database - Shared Microsoft SQL 2005/2008. Includes Daily Disaster Recovery Plan. Optional upgrades are available.	\$362.70
132-33	INQR4-INST-VDS-SETUP	Virtual Dedicated Server initial setup.	Initial setup for Virtual Dedicated Server.	\$362.70

SIN	Product Number	Product Name	Product Description	Unit Price
132-32	INQR4-INST-PDS	Physical Dedicated Server monthly hosting service for Inquisiq R4 Installed Solution	Physical Dedicated Server specs: 1x Quad Core Intel or AMD Processor, 2 GB RAM, 160 GB Hard Drive (RAID 1), OS - Windows Server 2003 SE, Database - Shared Microsoft SQL 2005/2008. Includes Daily Disaster Recovery Plan. Optional upgrades are available.	\$544.05
132-33	INQR4-INST-PDS-SETUP	Physical Dedicated Server initial setup.	Initial setup for Physical Dedicated Server	\$544.05
132-32	INQR4-INT-HOST-UPG-2P	Server upgrade to 2 processors - monthly fee.	Server upgrade to 2 processors	\$90.68
132-32	INQR4-INT-HOST-UPG-4P	Server upgrade to 4 processors - monthly fee.	Server upgrade to 4 processors	\$226.69
132-32	INQR4-INT-HOST-UPG-4GBRAM	Server upgrade to 4 GB RAM - monthly fee.	Server upgrade to 4 GB RAM	\$68.01
132-32	INQR4-INT-HOST-UPG-8GBRAM	Server upgrade to 8 GB RAM - monthly fee.	Server upgrade to 8 GB RAM	\$136.01
132-32	INQR4-INT-HOST-UPG-80GB-HD	Server upgrade to 80 GB Storage Drive - monthly fee.	Server upgrade to 80 GB Storage Drive	\$90.68
132-32	INQR4-INT-HOST-UPG-160GB-HD	Server upgrade to 160 GB Storage Drive - monthly fee.	Server upgrade to 160 GB Storage Drive	\$181.35
132-32	INQR4-INT-HOST-MSSQL	Server upgrade - dedicated Microsoft SQL Server 2008 SPLA - monthly fee.	Server upgrade - dedicated Microsoft SQL Server 2008 SPLA	\$294.69
132-33	INQR4-INT-HOST-UPG-SETUP	Server upgrade installation service.	Server upgrade, setup and installation fee for any of the hosting upgrade options.	\$91.75
132-32	INQR4-SAAS-00050	Inquisiq R4 Learning Management System, software as a service (SaaS) for up to 50 user accounts. There is 500MB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$191.44
132-32	INQR4-SAAS-00100	Inquisiq R4 Learning Management System, software as a service (SaaS) for up to 100 user accounts. Accounts are charged monthly and include all hosting and technical support services. There is 750MB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$287.15

SIN	Product Number	Product Name	Product Description	Unit Price
132-32	INQR4-SAAS-00250	Inquisiq R4 Learning Management System, Software as a Service (SaaS) for up to 250 user accounts. Accounts are charged monthly and include all hosting and technical support services. There is 1GB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$478.59
132-32	INQR4-SAAS-00500	Inquisiq R4 Learning Management System, Software as a Service (SaaS) for up to 500 user accounts. Accounts are charged monthly and include all hosting and technical support services. There is 2GB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$765.74
132-32	INQR4-SAAS-01000	Inquisiq R4 Learning Management System, Software as a Service (SaaS) for up to 1000 user accounts. Accounts are charged monthly and include all hosting and technical support services. There is 4GB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$906.80
132-32	INQR4-SAAS-05000	Inquisiq R4 Learning Management System, Software as a Service (SaaS) for up to 5000 user accounts. Accounts are charged monthly and include all hosting and technical support services. There is 6GB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$1,088.16
132-32	INQR4-SAAS-10000	Inquisiq R4 Learning Management System, Software as a Service (SaaS) for up to 10000 user accounts. Accounts are charged monthly and include all hosting and technical support services. There is 8GB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$1,178.84

SIN	Product Number	Product Name	Product Description	Unit Price
132-32	INQR4-SAAS-20000	Inquisiq R4 Learning Management System, Software as a Service (SaaS) for up to 20000 user accounts. Accounts are charged monthly and include all hosting and technical support services. There is 10GB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$1,360.20
132-32	INQR4-SAAS-50000	Inquisiq R4 Learning Management System, Software as a Service (SaaS) for up to 50000 user accounts. Accounts are charged monthly and include all hosting and technical support services. There is 15GB of storage space included with this package.	Accounts are charged monthly and include all hosting and technical support services.	\$1,586.90
132-32	INQR4-SAAS-1GB-XSTR	Inquisiq R4 Learning Management System, 1 GB of additional content storage for SaaS accounts. Charged monthly.	1 GB additional content storage space for the Inquisiq R4 Hosted Solutions (SaaS).	\$9.07
132-32	INQR4-SAAS-SETUP	Inquisiq R4 Learning Management System, software as a service (SaaS) initial setup service.	Inquisiq R4 Learning Management System, Software as a Service (SaaS) initial setup service.	\$183.50

### 3. Articulate Product Descriptions



#### **Articulate Studio '13 Content Authoring Tool Package**

Articulate Rapid E-Learning Studio '13 gives you everything you need to quickly create e-learning courses from PowerPoint and develop stunning interactive content, quizzes, assessments, and surveys — for one affordable price. Even non-technical users will create professional, interactive e-learning courses easily, quickly, and affordably.



#### **Articulate Rapid E-Learning Studio '13 Pro**

Even nontechnical users will create professional, interactive e-learning courses easily, quickly, and affordably. That's because we know e-learning and we listen to our extensive and active community. Your workflow will be streamlined and intuitive because every tool has been designed from the ground up by e-learning experts.

All tools in Articulate Rapid E-Learning Studio '13 work together seamlessly. Insert selected quiz slides into your course. Set options for how participants navigate based on their assessment results. Use the Articulate Replay to import any video and convert it to Flash. And since the Studio Professional suite also includes Articulate Engage '13, you'll easily add stunning interactive content.

With Articulate Rapid E-Learning Studio '13, you'll enjoy the power of more complex authoring tools in one easy-to-use, affordable package.



#### **Articulate Storyline 2 Content Authoring Tool**

Create polished interactive courses with Articulate Storyline 2, the only e-learning authoring software that grows with you. It's simple enough for beginners, powerful enough for experts.



#### **Articulate Storyline Character Builder**

Connect more fully with learners by using characters in your course. It's easy to add up to 47,500 combinations of illustrated and photographic characters, expressions, and poses—there's no need to hunt for art online. With just a few clicks, you can insert characters then change their poses and expressions.



### **Articulate Presenter '13**

Articulate Presenter '13 makes it easy for anyone to add interactivity and narration to PowerPoint slides. Just click a button to turn your presentation into a compelling Flash course.

- Quickly distribute highly interactive, persuasive materials
- Help subject-matter experts share their expertise directly
- Spread your message everywhere in a format everyone can view



### **Articulate Quizmaker '13**

Quiz creation has never been so quick—or so creative. Articulate Quizmaker '13 gives you unprecedented power and freedom in a streamlined interface. Whether you're a new or seasoned quiz creator, you'll easily generate professional, custom Flash quizzes, and surveys.

Quizmaker '13 has you covered, with two intuitive development modes:

- Form-based editing with form view: Build a professional quiz in minutes—it's as easy as filling out a form. Just tab from field to field.
- Free-form editing with slide view: Create your own vision with the freedom (but none of the hassles) of developing in Flash.



### **Articulate Engage '13**

Energize your e-learning courses with Engage—a quick and easy tool that lets you create lean-forward experiences that learners love. The ability to produce dazzling interactions that turn passive viewers into active learners makes Engage a must-have companion to Articulate Presenter '09.

Actively encourages discovery by prompting learners to interact and:

- Examine in greater detail each step of a process
- Explore the relationship between timeline events through text, images, and sound
- Drill down into key elements of a diagram to better understand the main points

Pricing for Articulate products are listed on the following pages. For more information on product and GSA pricing, contact ICS Learning Group GSA Sales at 410 975-9440 or [gsa@icslearninggroup.com](mailto:gsa@icslearninggroup.com).

## 4. Articulate Product Pricing

SIN	Product Number	Product Name	Product Description	Unit Price
132-33	RES-13-PRO	Articulate Rapid E-Learning Studio '13 Pro. Studio Professional includes Engage, Presenter, Quizmaker, and Replay.	Articulate Rapid E-Learning Studio '13 Pro gives you everything you need to quickly create e-learning courses from PowerPoint and develop stunning interactive content, quizzes, assessments, and surveys — for one affordable price. Even non-technical users will create professional, interactive e-learning courses easily, quickly, and affordably.	\$1,338.14
132-33	RES-13-STD	Articulate Rapid E-Learning Studio '13 Standard. Studio Standard includes Presenter, & Quizmaker, and Replay.	Articulate Rapid E-Learning Studio '13 Standard gives you everything you need to quickly create e-learning courses from PowerPoint and develop interactive content, quizzes, assessments, and surveys — for one affordable price. Even non-technical users will create professional, interactive e-learning courses easily, quickly, and affordably.	\$956.22
132-33	AP-13	Articulate Presenter '13.	Transform PowerPoint into powerful Flash content. Articulate Presenter '13 makes it easy for anyone to add interactivity and narration to PowerPoint slides. Just click a button to turn your presentation into a compelling Flash or HTML5 course.	\$669.07
132-33	QM-13	Articulate Quizmaker '13.	Quiz creation has never been so quick—or so creative. Articulate Quizmaker '13 gives you unprecedented power and freedom in a streamlined interface. Whether you're a new or seasoned quiz creator, you'll easily generate professional, custom Flash or HTML5 quizzes, and surveys.	\$573.35
132-33	EN-13	Articulate Engage '13. Upgrade to Studio '13 Pro from Studio Standard '13	Energize your e-learning courses with Engage—a quick and easy tool that lets you create lean-forward experiences that learners love. The ability to produce dazzling interactions that turn passive viewers into active learners makes Engage a must-have companion to Articulate Presenter '13.  If you currently have Articulate Studio Standard 13, and want to upgrade to Pro 13, you simply need to add the Engage product.	\$381.91
132-33	RES-13-PRO-UP	Upgrade from previous version to Studio '13 Pro	If you have an older version of Articulate Studio Pro, use this upgrade to upgrade to Studio Pro 13	\$669.07
132-33	RES-13-STD-UP	Upgrade from a previous version to Studio '13 Standard	If you have an older version of Articulate Studio Standard, use this upgrade to upgrade to Studio Standard 13	\$477.63
132-33	SL-14	Articulate Storyline 2	Create polished interactive courses with Articulate Storyline 2, the only e-learning authoring software that grows with you. It's simple enough for beginners, powerful enough for experts. Articulate Storyline 2 was designed with YOU in mind. Every feature's been optimized for simplicity AND power.	\$1,338.14

SIN	Product Number	Product Name	Product Description	Unit Price
132-33	SL-14-PMP1	Articulate Storyline 2 with Platinum Membership Plan – 1 Upgrade	The Articulate Storyline 2 product bundled with the 1 Upgrade Platinum Membership Plan. Platinum Members get VIP treatment with unlimited email support, unlimited live web chat, and a dedicated support team of senior engineers standing by to resolve your problems quickly. The 1 Upgrade plan also includes 1 free major upgrade of Storyline 2.	\$1,873.09
132-33	SL-14-PMP2	Articulate Storyline 2 with Platinum Membership Plan – 2 Upgrades	The Articulate Storyline 2 product bundled with the 2 Upgrades Platinum Membership Plan. Platinum Members get VIP treatment with unlimited email support, unlimited live web chat, and a dedicated support team of senior engineers standing by to resolve your problems quickly. The 2 Upgrades plan also includes 2 free major upgrades of Storyline 2.	\$2,275.09
132-33	SL-14-PMP3	Articulate Storyline 2 with Platinum Membership Plan – 3 Upgrades	The Articulate Storyline 2 product bundled with the 3 Upgrades Platinum Membership Plan. Platinum Members get VIP treatment with unlimited email support, unlimited live web chat, and a dedicated support team of senior engineers standing by to resolve your problems quickly. The 3 Upgrades plan also includes 3 free major upgrades of Storyline 2.	\$2,609.12
132-33	CB-1	Volume 1, Photographic Character Pack bundle for Articulate Storyline	Connect more fully with learners by adding realistic photographic characters to your Articulate Storyline 2 courses. Each high-resolution character in the bundle includes 140+ poses, plus torso and headshots. The bundle includes 8 characters and 1,100 + poses.	\$573.32
132-33	SL-14-UP	Upgrade from Storyline to Storyline 2	If you currently have Storyline, use this upgrade to upgrade to Storyline 2.	\$669.07
132-33	RES-13-PRO-PMP1	Studio '13 Pro with Platinum Membership Plan - 1 Upgrade	Articulate Rapid E-Learning Studio '13 Pro product bundled with the 1 Upgrade Platinum Membership Plan. Platinum Members get VIP treatment with unlimited email support, unlimited live web chat, and a dedicated support team of senior engineers standing by to resolve your problems quickly. The 1 Upgrade plan also includes 1 free major upgrade of Studio '13 Pro	\$1,873.09
132-33	RES-13-PRO-PMP2	Studio '13 Pro with Platinum Membership Plan - 2 Upgrades	Articulate Rapid E-Learning Studio '13 Pro product bundled with the 2 Upgrades Platinum Membership Plan. Platinum Members get VIP treatment with unlimited email support, unlimited live web chat, and a dedicated support team of senior engineers standing by to resolve your problems quickly. The 2-Year Upgrades plan also includes 2 free major upgrades of Studio '13 Pro	\$2,275.09

SIN	Product Number	Product Name	Product Description	Unit Price
132-33	RES-13-PRO-PMP3	Studio '13 Pro with Platinum Membership Plan - 3 Upgrades	Articulate Rapid E-Learning Studio '13 Pro product bundled with the 3 Upgrades Platinum Membership Plan. Platinum Members get VIP treatment with unlimited email support, unlimited live web chat, and a dedicated support team of senior engineers standing by to resolve your problems quickly. The 3- Upgrades plan also includes 3 free major upgrades of Studio '13 Pro	\$2,609.12

## USA Commitment to Promote Small Business Participation Procurement Programs

### PREAMBLE

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

### COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Ed Gipple, 410-975-9440, [ed.gipple@icslearninggroup.com](mailto:ed.gipple@icslearninggroup.com)**.

(Insert Customer Name)

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

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

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

Signatures

\_\_\_\_\_  
Ordering Activity                      Date

\_\_\_\_\_  
Contractor                              Date

BPA NUMBER \_\_\_\_\_

### (CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

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

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


- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES


- (3) The Ordering Activity estimates, but does not guarantee that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

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

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

OFFICE

POINT OF CONTACT


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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

## **Basic Guidelines for Using “Contractor Team Arrangements”**

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

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

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

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

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

Here is a general outline on how it works:

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

## Service and Distribution Points

**ICS Learning Group Inc.**

8221 Ritchie Highway Suite 303

Pasadena, MD 21122

410-975-9440

410-974-9445 FAX

[www.icslearninggroup.com](http://www.icslearninggroup.com)

## GSA Sales Contact

**GSA Sales Representative**

[gsa@icslearninggroup.com](mailto:gsa@icslearninggroup.com)

410-975-9440

## GSA Schedule Contract Management and Administrator

**Ed Gipple**

[Ed.Gipple@icslearninggroup.com](mailto:Ed.Gipple@icslearninggroup.com)

410-975-9440 x102