

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Brief Description of DocuVantage OnDemand®

Application Overview

DocuVantage OnDemand is a user friendly, secure, web browser based Document Management and Business Process Automation application that is managed 24/7 in a secure SAS-70 Type II certified data center.

The application gives organizations the ability to efficiently capture, streamline, automate, distribute and manage the lifecycle and protection of the documents that drive their business.

Unique Advantages

- Easy to use. Internet applications borrow from consumer expectations on usability that by definition have to be intuitive.
- Collaborate with others inside and outside your company. Work with people in multiple locations, partners and suppliers around the world. No more worries about your locations in foreign countries, where PC and network/firewall configurations vary widely and are frequently outside your control.
- Single source code application; provides for faster releases to all platforms since the new features and enhancements are written only once.
- Ongoing, seamless upgrades and enhancements that we do not charge our clients for. As we add new functionality that benefits our clients, everyone benefits for free. **NO ANNUAL MAINTENANCE FEE.**
- Java API/Web Services makes it easy to integrate with other applications
- Collaboration platform allows internal communication regarding documents to be retained in the system where it should be maintaining compliance.
- Browser based means reduced time distributing the application to end-users. No software to deploy.
- No dedicated hardware or additional IT resources needed
- Guaranteed uptime; most IT dept's cannot guarantee this.
- Additional capacity, users, add-on components, or features can be ordered and fulfilled instantly, as the customer demands, and without the technical or licensing barriers common to installed software.
- Ability to add or delete participants frequently. In situations characterized by the need to add members rapidly, SaaS offers distinct advantages. New users can be provisioned instantly without licenses or technical barriers (e.g. software installations).
- No migration fees: the product is continually enhanced based on user requests, no worries that your software will stop being supported.
- As a customer, you become part of the enhancement cycle – making enhancement requests that, if accepted, will be seen in the product in much more rapid fashion than previously possible in a software license world.

Application Functionality

Capture/Input

TWAIN scanning includes Despeckle, Deskew, and Rotate. Virtually all scanners sold today include a TWAIN Driver. This allows our customers to utilize their existing equipment.

Importing – For customers that outsource their scanning, we provide an import module that reads the index values from a file and stores the associated documents.

Drag and Drop – When users want to save a document from their computer, they simply drag and drop the file onto the application DropZone. Once the file is dropped, the system will ask which Archive to store the document in, and then present the user with the appropriate indexing screen.

Archive

Archive provides the ability to capture, index, save, and retrieve documents. It also provides version control, subscriptions, and messaging for collaboration. The built-in image viewer allows users to zoom in, rotate to view images. For large images, such as plans, the viewer provides a Birds Eye view to allow users to see their position in the overall document. All documents are attached to database records for categorization (indexing).

Revision Control

Revision control ensures users are accessing the latest version of that document at all times. Documents must be checked out in order to edit while other users can view the most recent version. Field personnel have access at all times.

Subscriptions

Users subscribe to documents they are interested in to be notified of any changes or even views of the document.

Records and Compliance Management

Retention Scheduling, Document Tagging, Policy Enforcement

Create, manage and comply with your retention schedule within the system, not separate from the system. Once documents are classified, the system manages the lifecycle schedule and produces a report when documents are ready for disposition.

History and Audit Trails. View complete version history and access records for any file.

Full Text Search

Full Page OCR, Fuzzy, Proximity, Boolean, Synonym, Phonic, Stemming, Phrase, Wildcard, Content Searching

Combined text search with structured search makes finding documents easier when you are looking for words and phrases that are not contained in the index, but you want to limit the results to certain sets of documents.

Global Search

Unique ability to do global searches across multiple repositories allowing users with applicable security rights to find all documents related to a particular subject regardless of where they are stored.

Business Process Automation (Workflow)

Includes Full Business Process Automation with branching, deadlines, integrated business rule functionality, parallel routing, vacations proxy, delegation, packages or collection of documents instead of single files, also can execute programs as steps.

GUI Process Builder

GUI tool for creating document attribute forms, automated business processes. Your power user can do this; you are not locked into having us do it for you.

Automatic Email and Fax Import

Capture Message Body, Attachments, Metadata directly into DocuVantage OnDemand, includes Fax Server email output. This provides faxing directly into the imaging system. The documents are entered into a workflow process to allow users to determine where the documents reside.

Security

Sophisticated security: Rights and permissions assigned down to the document level on a user by user basis to include roles, hide, control access to archives, editing, viewing, deleting. Automatic logout after specified time limit.

Applicable Special Item Numbers, FSC Classes and FPDS Codes from the following lists:

- Special Item No. 132-34 Maintenance of Software as a Service
- Special Item No. 132-51 Information Technology Professional Services

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services

Document Advantage Corporation
 6039 Cypress Gardens Blvd. Suite 257
 Winter Haven, FL 33884
 863.326.6360 x224
<http://www.docuvantage.com>

Contract Number: GS-35F-0208T

Period Covered by Contract: 1/3/2007-1/2/2012

General Services Administration
 Federal Acquisition Service

Pricelist current through Modification # PS-0002, dated 7/28/2009.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.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 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.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition 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:

Document Advantage Corporation
6039 Cypress Gardens Blvd.Suite 257
Winter Haven, FL 33884
Sales - 863.326.6360 x1
sales@docuantage.com

We accept VISA and Mastercard

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency will agree to use the credit card for dollar amounts over

the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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:
863.326.6360 x1

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: 134604508
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - Yes
Block 36: Contractor's Taxpayer Identification Number (TIN): 541957971

- 4a. CAGE Code: 1TUQ0
- 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

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>132-34</u>	<u>5</u> Days
<u>132-51</u>	<u>5</u> Days

- 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: 0 % - ___ days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity

DocuVantage OnDemand™ Software Module	Description	List Price	GSA Price - 10% Discount	GSA Price with IFF	20 to 50 Users	GSA Price - 10% Discount	GSA Price with IFF	51 to 100 Users	GSA Price - 10% Discount	GSA Price with IFF
Prices are per user per month					5%			15%		
Archive Module Required for Business Process Management, Records Management, or Email Archiver	Capture document images and documents in native formats: PDF, Word, Excel and more. Securely store documents in a repository. Globally search documents based on content or keywords across all repositories. Includes Capture via TWAIN scanning, drag and drop, browse and importing. Index, Store, Retrieve, Version Control and Full Page OCR. Each user account adds 1 GB of storage.	\$ 50.00	\$ 45.00	\$ 45.34	\$ 47.50	\$ 42.75	\$ 43.07	\$ 42.50	\$ 38.25	\$ 38.54
Business Process Automation Module	Includes Rules based Workflow, Routing, Deadlines, Branching, Rules, Vacation Proxy, Delegation, and a GUI Business Process Builder.	\$ 25.00	\$ 22.50	\$ 22.67	\$ 23.75	\$ 21.38	\$ 21.54	\$ 21.25	\$ 19.13	\$ 19.27
Records Management Module	Includes Retention Scheduling, Document Tagging, Policy Enforcement.	\$ 25.00	\$ 22.50	\$ 22.67	\$ 23.75	\$ 21.38	\$ 21.54	\$ 21.25	\$ 19.13	\$ 19.27
Email Archiver Module	Capture Email, Message Body, Attachments, and Enter Metadata directly into DocuVantage OnDemand. Capture and Store Faxes directly into DocuVantage OnDemand.	\$ 25.00	\$ 22.50	\$ 22.67	\$ 23.75	\$ 21.38	\$ 21.54	\$ 21.25	\$ 19.13	\$ 19.27
View Only User Module	Users only have the ability to view and subscribe to documents, create and view document notes, send and receive messages.	\$ 10.00	\$ 9.00	\$ 9.07	\$ 9.50	\$ 8.55	\$ 8.61	\$ 8.50	\$ 7.65	\$ 7.71
Additional 1GB Storage Implementation Services	Additional storage. (Per GB Per Month) Billable support services for client implementation (Hourly Rate)	\$ 5.00 \$ 150.00	\$ 4.50 \$ 135.00	\$ 4.53 \$ 136.01	\$ 4.75 \$ 150.00	\$ 4.28 \$ 135.00	\$ 4.31 \$ 136.01	\$ 4.25 \$ 150.00	\$ 3.83 \$ 135.00	\$ 3.85 \$ 136.01

- c. Dollar Volume
None
- d. Government Educational Institutions
Same discount 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:

The software is delivered via internet therefore there is no packaging.

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.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-51 - Information Technology Professional Services

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 2003)

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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 52.212-4)

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.gsaadvantage.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:

N/A

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 received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

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:

Section 508 compliance would require a fundamental alteration in the nature of the products offered and therefore the offered products are exempted under Section 508, Subpart A, General Exceptions, 1194.3 (e).

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.

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.

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>.

N/A

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 TERM SOFTWARE LICENSES

(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

SERVICE LEVEL GUARANTEE

DocuVantage will provide guaranteed levels of service as described in the Service Level Agreement attached hereto as Exhibit A and incorporated herein by reference ("Service Level Agreement"). You acknowledge and agree that service level credits for uptime/downtime and the Service performance standards as set forth in the Service Level Agreement shall be your sole remedy under this Agreement and the Service Level Agreement. By completing the sign up and ordering process you agree to the terms and conditions of the Service Level Agreement. 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.

DISCLAIMER OF WARRANTIES

DOCUVANTAGE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. DOCUVANTAGE AND ITS LICENSORS SPECIFICALLY DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW BY DOCUVANTAGE AND ITS LICENSORS.

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is made and entered into by and between Document Advantage Corp., and (“Customer”) and is made subject to the terms and conditions set forth in that certain Master Subscription Agreement and any related agreements, amendments and/or attachments (collectively, the “Agreement”) executed between the parties. The Parties hereby represent and warrant to each other that the individuals executing this SLA are duly authorized to execute and deliver this SLA on their behalf, and that each Party will comply with and be bound by its terms and conditions, as well as those contained in the Agreement. If the Parties have not executed a Vendor Master Service Agreement, then the terms and conditions of standard Master Subscription Agreement are hereby incorporated into this SLA by reference. Any terms defined in the Agreement shall have the same meaning in this SLA as in the Agreement. In the event that any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provisions of this SLA shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent with the Agreement.

99.9% Uptime Standard. DocuVantage guarantees 99.9% availability of the Service not including the “Maintenance Window” described below. The Service will be deemed "available" if the networking components and designated systems are available and responding to DocuVantage monitoring tools as designed and in a non-degraded manner. In the event of a failure to meet the SLA, the duration of such period will be considered downtime and you will accrue Service Credits based on the following metrics.

SERVICE LEVEL GUARANTEE DEFINITION

Vendor shall use commercially reasonable efforts to maintain 99.9% Service Availability for Customer purchased “Covered Services”, as listed below. “Credits”. Based upon the actual duration of the interruption of Service, measured from the issuance of a trouble ticket with the Vendor Network Operations Center (“NOC”) to the restoration of the impacted service. “Covered Services”: Consists of those services listed below.

- All Colocation Space Services
- All Connectivity Services
- All Power Services
- “Customer”: The entity that has purchased designated service(s) from Vendor.
- “Service Availability”. Defined as services functioning as intended without any significant interruption.

REPORTING

Customer will be entitled to credit(s) as outlined below if the Customer: (1) provides written notice to Vendor of the circumstances giving rise to this credit request, (2) provides such written notice within five (5) days after the last day of the month within which Vendor failed to comply with the applicable SLA, and (3) identifies the relevant ticket(s) relating to the SLA for which the Customer seeks credit(s). For any billing month in which Vendor fails to meet the above guarantee, Customer will receive one credit, based on the credit structure below.

The Service Credit percentage will apply to the monthly fee in which the downtime occurred and will not exceed the monthly fee. DocuVantage will issue the customer a credit (or by check if credit occurs in final service month), which will be applied to the invoice in the month following the applicable event.

DEFINITIONS:

“Maintenance Window”: Unless categorized as an emergency maintenance window, DocuVantage follows a weekly maintenance schedule from 11PM Friday – 5AM Saturday Eastern Time. Maintenance window activity is scheduled prior to performance.

“Scheduled Downtime”: Scheduled and mutually agreed upon time to perform routine, non-emergency or emergency maintenance on Hardware, Software or related equipment. All scheduled downtime must be scheduled during the Maintenance Window.

“Downtime”: Time that the system is not available which is not Scheduled Downtime.

CREDIT POLICY

If Vendor fails to meet the Service Level outlined above in any given month, Vendor will, as Vendor’s sole obligation and Customer’s sole and exclusive remedy for failure to meet the foregoing guarantee, credit Customer’s account according to the following schedule(s):

SERVICES AVAILABILITY	Credit*
Uptime of 99.9% or higher (up to 43 minutes of downtime)	No Credit
Uptime of 99.0% - 99.9% (Between 43 and 432 minutes of downtime)	1%
Uptime of 98.0% - 98.9% (Between 432 and 864 minutes of downtime)	2%
Uptime of 97.0% - 97.9% (Between 864 and 1,296 minutes of downtime)	5%
Uptime of 95.0% - 96.9% (Between 1,296 and 2,160 minutes of downtime)	8%
Uptime of 90.0% - 95.0% (Between 2,160 and 4,320 minutes of downtime)	15%
Less than 90% (More than 4,320 minutes of downtime)	33%
<p>*(Percentage of the total managed services monthly fees due to Vendor for that calendar month. The total credit from all Service Level Guarantees is not to exceed 33% of such fees due to Vendor for that calendar month as indicated below.)</p>	

CREDIT EXCEPTIONS

If at any time the Customer is in default under the Agreement, then the Customer will not be entitled to any service credits."

B. Credit will not be issued under this Service Level Agreement for any covered outage that, as determined by Vendor

in its reasonable judgment, results from:

Downtime due to Client-initiated changes whether implemented by Client or Vendor on behalf of Client;

Downtime caused as a result of the Client exceeding system capacity;

Downtime due to viruses;

Downtime due to Client required operating system software revisions and hardware/software configurations that are not Vendor tested and approved;

Downtime due to problems caused by Client-supplied Web site content or software (e.g. faulty CGIs or third party applications);

Downtime due to Client failure to adhere to Vendor's change management process and procedures;

Downtime due to the acts or omissions of Client, its employees, agents, third party contractors or vendors, or anyone gaining access to Vendor's network or to the Client's Web site at the request of Client;

Any event or condition not wholly within the control of Vendor; and Violations of Vendor's Acceptable Use Policy;

The negligence or willful misconduct of Client or others authorized by Client to use the Services provided by Vendor;

Any failure of any component for which Vendor is not responsible, including but not limited to all Client-provided or Client-managed electrical power sources, networking equipment, computer hardware, computer software or web site content;

Any failure of Client-provided local access facilities;

Any scheduled or emergency maintenance up to an accumulated total of 24 hours per month;

Any failures that cannot be corrected because the Client is inaccessible.

Unavailability of the Service during scheduled maintenance windows or any other agreed-to scheduled downtime activity.

Events directly related to un-scheduled loss of or degradation of power.

Modifications to hardware, system or application code configuration, or code and content migrations not authorized by DocuVantage (except where DocuVantage unreasonably withholds authorization).

Unavailability of the Service to you due to your programming, modifications to OS, content, development, staging and/or testing period(s) or your acts or omissions which are not performed in accordance with DocuVantage's standard change control processes.

Attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by DocuVantage.

Events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of DocuVantage's own employees), government act, or failure of the Internet.

- 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 863.326.6360 x2 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00AM Eastern to 8:00PM Eastern.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does **NOT** include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

 X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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 MAINTENANCE (SIN 132-34)

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

b. 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 maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance will be required if the 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 N/A % of all term license payments during the period that the software was under a term license within the ordering activity.

N/A

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of N/A * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

N/A

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

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

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

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

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

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

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 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.

N/A

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

Brief Description of DocuVantage OnDemand®

Application Overview

DocuVantage OnDemand is a user friendly, secure, web browser based Document Management and Business Process Automation application that is managed 24/7 in a secure SAS-70 Type II certified data center.

The application gives organizations the ability to efficiently capture, streamline, automate, distribute and manage the lifecycle and protection of the documents that drive their business.

Unique Advantages

- Easy to use. Internet applications borrow from consumer expectations on usability that by definition have to be intuitive.
- Collaborate with others inside and outside your company. Work with people in multiple locations, partners and suppliers around the world. No more worries about your locations in foreign countries, where PC and network/firewall configurations vary widely and are frequently outside your control.
- Single source code application; provides for faster releases to all platforms since the new features and enhancements are written only once.
- Ongoing, seamless upgrades and enhancements that we do not charge our clients for. As we add new functionality that benefits our clients, everyone benefits for free. NO ANNUAL MAINTENANCE FEE.
- Java API/Web Services makes it easy to integrate with other applications
- Collaboration platform allows internal communication regarding documents to be retained in the system where it should be maintaining compliance.
- Browser based means reduced time distributing the application to end-users. No software to deploy.
- No dedicated hardware or additional IT resources needed
- Guaranteed uptime; most IT dept's cannot guarantee this.
- Additional capacity, users, add-on components, or features can be ordered and fulfilled instantly, as the customer demands, and without the technical or licensing barriers common to installed software.
- Ability to add or delete participants frequently. In situations characterized by the need to add members rapidly, SaaS offers distinct advantages. New users can be provisioned instantly without licenses or technical barriers (e.g. software installations).
- No migration fees: the product is continually enhanced based on user requests, no worries that your software will stop being supported.
- As a customer, you become part of the enhancement cycle – making enhancement requests that, if accepted, will be seen in the product in much more rapid fashion than previously possible in a software license world.

Application Functionality

Capture/Input

TWAIN scanning includes Despeckle, Deskew, and Rotate. Virtually all scanners sold today include a TWAIN Driver. This allows our customers to utilize their existing equipment.

Importing – For customers that outsource their scanning, we provide an import module that reads the index values from a file and stores the associated documents.

Drag and Drop – When users want to save a document from their computer, they simply drag and drop the file onto the application DropZone. Once the file is dropped, the system will ask which Archive to store the document in, and then present the user with the appropriate indexing screen.

Archive

Archive provides the ability to capture, index, save, and retrieve documents. It also provides version control, subscriptions, and messaging for collaboration. The built-in image viewer allows users to zoom in, rotate to view images. For large images, such as plans, the viewer provides a Birds Eye view to allow users to see their position in the overall document. All documents are attached to database records for categorization (indexing).

Revision Control

Revision control ensures users are accessing the latest version of that document at all times. Documents must be checked out in order to edit while other users can view the most recent version. Field personnel have access at all times.

Subscriptions

Users subscribe to documents they are interested in to be notified of any changes or even views of the document.

Records and Compliance Management

Retention Scheduling, Document Tagging, Policy Enforcement

Create, manage and comply with your retention schedule within the system, not separate from the system. Once documents are classified, the system manages the lifecycle schedule and produces a report when documents are ready for disposition.

History and Audit Trails. View complete version history and access records for any file.

Full Text Search

Full Page OCR, Fuzzy, Proximity, Boolean, Synonym, Phonic, Stemming, Phrase, Wildcard, Content Searching

Combined text search with structured search makes finding documents easier when you are looking for words and phrases that are not contained in the index, but you want to limit the results to certain sets of documents.

Global Search

Unique ability to do global searches across multiple repositories allowing users with applicable security rights to find all documents related to a particular subject regardless of where they are stored.

Business Process Automation (Workflow)

Includes Full Business Process Automation with branching, deadlines, integrated business rule functionality, parallel routing, vacations proxy, delegation, packages or collection of documents instead of single files, also can execute programs as steps.

GUI Process Builder

GUI tool for creating document attribute forms, automated business processes. Your power user can do this; you are not locked into having us do it for you.

Automatic Email and Fax Import

Capture Message Body, Attachments, Metadata directly into DocuVantage OnDemand, includes Fax Server email output. This provides faxing directly into the imaging system. The documents are entered into a workflow process to allow users to determine where the documents reside.

Security

Sophisticated security: Rights and permissions assigned down to the document level on a user by user basis to include roles, hide, control access to archives, editing, viewing, deleting. Automatic logout after specified time limit.

DocuVantage OnDemand™ Software Module	Description	List Price	GSA Price - 10% Discount	GSA Price with IFF	20 to 50 Users	GSA Price - 10% Discount	GSA Price with IFF	51 to 100 Users	GSA Price - 10% Discount	GSA Price with IFF
Prices are per user per month					5%			15%		
Archive Module Required for Business Process Management, Records Management, or Email Archiver	Capture document images and documents in native formats: PDF, Word, Excel and more. Securely store documents in a repository. Globally search documents based on content or keywords across all repositories. Includes Capture via TWAIN scanning, drag and drop, browse and importing. Index, Store, Retrieve, Version Control and Full Page OCR. Each user account adds 1 GB of storage.	\$ 50.00	\$ 45.00	\$ 45.34	\$ 47.50	\$ 42.75	\$ 43.07	\$ 42.50	\$ 38.25	\$ 38.54
Business Process Automation Module	Includes Rules based Workflow, Routing, Deadlines, Branching, Rules, Vacation Proxy, Delegation, and a GUI Business Process Builder.	\$ 25.00	\$ 22.50	\$ 22.67	\$ 23.75	\$ 21.38	\$ 21.54	\$ 21.25	\$ 19.13	\$ 19.27
Records Management Module	Includes Retention Scheduling, Document Tagging, Policy Enforcement.	\$ 25.00	\$ 22.50	\$ 22.67	\$ 23.75	\$ 21.38	\$ 21.54	\$ 21.25	\$ 19.13	\$ 19.27
Email Archiver Module	Capture Email, Message Body, Attachments, and Enter Metadata directly into DocuVantage OnDemand. Capture and Store Faxes directly into DocuVantage OnDemand.	\$ 25.00	\$ 22.50	\$ 22.67	\$ 23.75	\$ 21.38	\$ 21.54	\$ 21.25	\$ 19.13	\$ 19.27
View Only User Module	Users only have the ability to view and subscribe to documents, create and view document notes, send and receive messages.	\$ 10.00	\$ 9.00	\$ 9.07	\$ 9.50	\$ 8.55	\$ 8.61	\$ 8.50	\$ 7.65	\$ 7.71
Additional 1GB Storage Implementation Services	Additional storage. (Per GB Per Month) Billable support services for client implementation (Hourly Rate)	\$ 5.00 \$ 150.00	\$ 4.50 \$ 135.00	\$ 4.53 \$ 136.01	\$ 4.75 \$ 150.00	\$ 4.28 \$ 135.00	\$ 4.31 \$ 136.01	\$ 4.25 \$ 150.00	\$ 3.83 \$ 135.00	\$ 3.85 \$ 136.01

11. RIGHT-TO-COPY PRICING

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

N/A

3. 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 Professional 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 I-FSS-60 Performance Incentives (April 2000)

- 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.
- 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 1 – 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 (May 2001) (Deviation 1 – 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 – Dec 2007) 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/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/IAM Professional 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/IAM Professional 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 PROFESSIONAL SERVICES AND PRICING

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

Implementation Specialist

Qualifications: Five to ten years of systems and electronic document management analysis including two years in the areas of developing information systems.

Minimum Education: Bachelor's or Master's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.

Major Functions: Applies, as appropriate, document storage and retrieval methodologies. Coordinates and performs logical and physical systems design. Reviews and prepares system documents and specifications. Prepares reports, studies, and documentation, delivers presentations, and participates in meetings.

b. Pricing for all IT Professional 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	List Price	GSA Price - 10% Discount	GSA Price with IFF
Implementation Services	Billable support services for client implementation (Hourly Rate)	\$ 150.00	\$ 135.00	\$ 136.01