



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

SIN 132-33 - INFORMATION TECHNOLOGY SOFTWARE  
FSC CLASS 7030 –Application Software, Utility Software

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

SIN 132-51 - INFORMATION TECHNOLOGY (IT) / PROFESSIONAL SERVICES

FSC Group 70

- ❖ FPDS Code D302 IT Systems Development Services
- ❖ FPDS Code D306 IT Systems Analysis Services
- ❖ FPDS Code D307 Automated Information Systems Design and Integration Services
- ❖ FPDS Code D308 Programming Services

**Note 1:**

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

**Note 2:**

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

**Note 3:**

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



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Period Covered by Contract: **02/07/2006 through 02/06/2011**  
**NAICS:** **511210**

General Services Administration  
Federal Supply Service

Pricelist current through Modification #FX51, dated 02/01/2008

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

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## 1.0 INFORMATION FOR ORDERING ACTIVITIES

### 1.1 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.

### 1.2 Contractor's Ordering Address and Payment Information

#### To Order, Contact

CERENADE  
9800 S. LA CIENEGA BLVD.  
SUITE 411  
INGLEWOOD, CA 90301  
Attn: Visual eForms Sales

#### Send Payments to:

CERENADE  
9800 S. LA CIENEGA BLVD.  
SUITE 411  
INGLEWOOD, CA 90301  
Attn: Accounts Receivable

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(s) can be used by ordering activities to obtain technical and/or ordering assistance:

**To Order or for Assistance with your Order, Please Call: 1-800-617-4202**

**For Technical Support Please Call: 310-645-0598**

**1.3 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.

**1.4 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: **93-825-2640**

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

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **95-4458359**

- a. CAGE Code: **1N5K2**
- b. Contractor **HAS** registered with the Central Contractor Registration (CCR) Database.
- c. Contractor HAS registered with Online Representations and Certifications Application (ORCA)

**1.5 FOB Destination**

**1.6 DELIVERY SCHEDULE**

- a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-33</u>	<u>3</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.



**1.7 Discounts**

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 2 % - 10 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity

Quantity	Discount (%)
N/A	0

- c. Dollar Volume

SIN	Volume (\$)	Discount (%)
132-33	N/A	
132-51	N/A	

- d. Government Educational Institutions  
Discounts offered to Government Educational Institutions are 2% over the same discounts offered to all other Government customers.
- e. Other  
NONE

**1.8 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.

**1.9 Statement Concerning Availability of Export Packing**

NONE

**1.10 Small Requirements**

The minimum dollar value of orders to be issued is \$100.

**1.11 Maximum Order**

(ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)

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



Special Item Number 132-33 - Perpetual Software Licenses

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

## 1.12 ORDERING PROCEEDURES 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.

## 1.13 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.

### 1.13.1 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.

### 1.13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

**TELECOMMUNICATION** products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply

Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### **1.14 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.

### 1.15 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.)

### 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/>.

### 1.17 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.

### 1.18 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.

### 1.19 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**

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Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

### 1.20 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).



## 1.21 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.

## 1.22 INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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.

## 1.23 SECTION 508 COMPLIANCE.

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

<http://www.cerenade.com/section508>

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

## 1.24 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.

**1.25 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.

**1.26 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>.

**1.27 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)



**2.0 TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**2.1 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.

**2.2 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.

**Software is warrantied for 60 days from date of purchase or during the maintenance period, if purchased.**

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**2.3 TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **310-645-0598** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00am (PST) to 5:00pm (PST)**.

**2.4 SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:

Updates, bug fixes and new revisions.  
\_\_\_\_\_  
\_\_\_\_\_



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.

## 2.5 PERIODS OF MAINTENANCE

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

## 2.6 CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

NOT APPLICABLE

## 2.7 TERM LICENSE CESSATION

NOT APPLICABLE

## 2.8 UTILIZATION LIMITATIONS - (132-33)

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.

## **2.9 SOFTWARE CONVERSIONS - (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.

## **2.10 DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

Cerenade offers a suite of Electronic Forms software for conversion, creation, maintenance and processing of electronic forms for use on-line (Internet and Intranet) and off-line. Cerenade also offers Training, Maintenance, and professional service for such software, Cerenade electronic forms solutions include:

- Enterprise Forms Management– web-based forms processing solution
- Designer– create interactive, accessible Cerenade FAR electronic forms
- Converter for FormFlow – converts forms from FormFlow to Cerenade FAR format
- Filler – end-user filler application
- Visual Writer – converts files from any format to Cerenade FAR format
- Wizard – Users fill out form via an interactive wizard-driven interface
- Visual eMerge – Merge form and data
- ToolBox – API used for 3<sup>rd</sup> party application integration
- Business Matrix - a web based workflow tracking system to manage critical business processes.
- Workflow Module – Implement and deploy comprehensive business process and workflow scenarios behind e-forms.
- Web Service Lookup – Add auto-population and table-lookup functionality to e-forms via third-party web service calls.

### **2.10.1 Enterprise Forms Management**

Cerenade Enterprise Forms Management is an ASP.NET solution for hosting, processing, and management of electronic forms on-line or off-line. Enterprise Forms Management was developed on top of Cerenade ToolBox and runs on Windows 2000 or 2003 Server Operating System and utilizes either Microsoft SQL Server 2003 or Oracle 9i or higher.

Enterprise Forms Management supports both Cerenade FAR and Adobe PDF forms. Enterprise Forms Management is section 508-compliant.

### **2.10.2 Designer**

Cerenade Designer tool is a 32-bit Windows application developed on top of Cerenade ToolBox. Cerenade Designer tool is 100% printer-independent, which means it is not only WYSIWYG, but also prints accurately to all output media regardless of resolution, DPI, format, etc.

### **2.10.3 Converter for FormFlow**

This utility comes in two versions: One-Off or Batch. The One-off version is included and accessible from within Cerenade Designer tool and the Batch version is available as a separate program for mass conversion of FormFlow 1.x forms into Cerenade FAR files.

It is noteworthy that this converter is the only of its kind that works faster, more accurate than any other solution available in the market, especially those available from Adobe or Texcel. Better yet, Cerenade converter for FormFlow is included in this offer.

#### **2.10.4 Filler**

Cerenade Filler is an off-line 32-bit Windows application that runs on end-user's PC. This application is available for download free of charge by the public. Understanding the public sector, Cerenade has made every attempt in order to keep the size of the off-line filler, and its supporting files, to as reasonable as possible without sacrificing functionality. Today, Cerenade Filler, with all its bells and whistles, weighs only 950kb. This includes support for: Fill, Print, Save Local, 13 types of barcode including PDF-417 (2-D barcode), 5 types of Digital Signature, spell check, email, submit, accessibility hooks, and more.

This is 1/3 the size of filler offered by Intercon and 1/20 the size of filler offered by Adobe. Cerenade Filler is a 32-bit Windows application that utilizes Cerenade ToolBox, and is Section 508-compliant.

Cerenade Filler provides 13 different types of barcode including the popular PDF-417 2-D barcode in all of its products. Using the Designer tool, simply drag and drop a Barcode object to the form, set its type (PDF-417, UPC, etc) and you are done.

Following highlights some features of Cerenade Filler's digital signature technology:

- Supported signature types are: NT, Pen-Based, PKI, Entrust, and Pad-based (TOPAZ)
- Multiple Signatures. The form can contain multiple electronic signatures. In addition, specific fields can be associated with any electronic signatures. Designer allows for the addition of any number of electronic signatures of varying or similar types into a form.
- Signature Integrity Assurance. On a form with multiple signatures the product has the ability to lock those fields that are completed and signed by each individual signature.
- Signature Capabilities - Electronic signature capabilities are built-in. Electronic Signature fields are built into the form(s) at design-time. At run-time, users can electronically sign the form. All the necessary software is embedded in the application. No additional hardware or software is required.
- End-user, with a click of the mouse, can confirm that the contents of the E-Form had not been altered since it was signed (digital signature verification or approval).
- End-user, with a click of the mouse, can check with the on-line Certification Authority, that the public key certificate has not expired or been revoked (certification validation).
- Support for digital signature is built into Cerenade ToolBox, Enterprise Forms Management, Designer and Filler.
- Cerenade digital signatures support signature verification based on Entrust X.509 Version 3 certificates.
- Cerenade is Partner with Entrust as well as Verisign and fully complies with PKI support for its forms products.
- Cerenade Digital Signature and authentication standards (3DES and RC4) conform to e-authentication policy standards of OMB Letter M04-04 and NIST Special Publication 800-63.



- Cerenade Enterprise Forms Management solution can be customized to support Security Assertion Markup Language (SAML),

### **2.10.5 Visual Writer**

Cerenade has developed Visual Writer to assist in converting digital files other than FormFlow. With Visual Writer installed on the form designer/creator's PC, all one has to do is to print FormNet, PDF, Word, Excel, and other digital files to Visual Writer, and Visual Writer creates a Cerenade FAR file as its output. Visual Writer is a 32-bit Windows print driver that utilizes Cerenade ToolBox.

### **2.10.6 Wizard**

Provides an interview-driven approach to capturing user data while supporting the actual form in a preview mode.

### **2.10.7 Visual eMerge**

Cerenade Visual eMerge is a mission critical, industry grade Output Management system designed to process merging of data with electronic forms in volumes. Visual eMerge can Print, Fax, email and archive the merged documents in batch mode at a rate of 1 second per request.

### **2.10.8 ToolBox - Application Programming Interface (API)**

Cerenade Toolbox is an electronic forms toolkit for developers. A component-based electronic forms API built around Microsoft's Component technology and Microsoft Foundation Classes (MFC), Visual eForms Toolbox allows developers to create custom applications in C++, Java, VB, VBScript, JavaScript, Jscript, Delphi, PowerBuilder, Lotus Notes and many other programming languages and programming environments. Visual eForms Toolbox can be integrated into any 32-bit Windows application that can act as a container to an ActiveX control. ActiveX control can also be integrated into HTML to empower and add additional functionality to it. This very important capability enables the development of powerful Web-based applications using Cerenade electronic forms filler.

### **2.10.9 Business Matrix**

Business Matrix is a web based workflow tracking system to manage critical business processes. Business Matrix tracks the life cycle of the various business lines, generate reports, submit IT requests, and various administrative functions.

Business Matrix contains several high-level divisions such as: E-forms, Regulation, Reports Generation, Administrative Console, Federal Register, and Rules. Additional modules such as Publications and Brochures can be added to Business Matrix.

### 2.10.10 Workflow Module

Cerenade Workflow module is an add-on for Cerenade Enterprise Forms Management solution. Cerenade Workflow enables organizations to automate standard, collaborative business processes, such as approvals or routing based on conditions. Cerenade Workflow consists of two distinct components: Designer and Server

Cerenade Workflow Designer enables organizations to design custom workflows that fit their needs.

Cerenade Workflow Server automatically performs specified actions at appropriate times, such as sending an e-form to a specific user, populating a field, archiving a form, or sending an e-mail.

Cerenade Workflow is a highly flexible and powerful tool you can use to mirror your manual, paper collaborative processes in an automated, e-form. It contains branching activities that are designed to handle multiple scenarios and make decisions as to how a workflow should proceed. Decisions can be made based on a wide variety of criteria, including the value of a field, fixed logic, or the name of a signer.

### 2.10.11 Web Service Lookup

Cerenade Web Service Lookup module is an add-on for Cerenade Enterprise Forms Management solution. Cerenade Web Service Lookup enables Enterprise Forms Management to populate e-forms with external data sources via third-party web service calls.

### 2.10.12 GSA Pricing

#### SIN 132-33 – Perpetual Software

Item #	Product Name	GSA Price
Server Licenses		
V2300-SVR	Cerenade Enterprise Forms Management Server Application. Single Server License. Application to run on one server.	\$25,000
V2300-SVRP	Cerenade Enterprise Forms Management Server Application. Each Additional Server License. Additional Application Server.	\$10,000
V2300-SVRD	Cerenade Enterprise Forms Management Server Application. Each Development/Test Server License.	\$10,000



User Licenses		
V2300-U1	Cerenade E-Forms. 1-999. Covers the first 999 User licenses.	\$70 each
V2300-U1000	Cerenade E-Forms. 1,000-1,499. Covers the next 500 User licenses.	\$60 each
V2300-U1500	Cerenade E-Forms. 1,500-4,999. Covers the next 3,500 User licenses.	\$30 each
V2300-U5K	Cerenade E-Forms. 5,000-9,999. Covers the next 5,000 User licenses.	\$25 each
V2300-U10K	Cerenade E-Forms. 10,000-19,999. Covers the next 10,000 User licenses.	\$20 each
V2300-U20K	Cerenade E-Forms. 20,000-49,999. Covers the next 30,000 User licenses.	\$12 each
V2300-U50K	Cerenade E-Forms. 50,000-99,999. Covers the next 50,000 User licenses.	\$8 each
V2300-U100K	Cerenade E-Forms. 100,000-299,999. Covers the next 200,000 User licenses.	\$5 each
V2300-U300K	Cerenade E-Forms. 300,000-1000,000. Covers the next 700,001 User licenses.	\$1 each
E-Form Licenses		
V2300-F1	Cerenade E-Forms. 1-9. Covers the first 9 Form licenses.	\$6,000 each
V2300-F10	Cerenade E-Forms. 10-49. Covers the next 40 Form licenses.	\$3,000 each
V2300-F50	Cerenade E-Forms. 50-99. Covers the next 50 Form licenses.	\$1,500 each
V2300-F100	Cerenade E-Forms. 100-499. Covers the next 400 Form licenses.	\$800 each
V2300-F500	Cerenade E-Forms. 500-999. Covers the next 500 Form licenses.	\$500 each
V2300-F1K	Cerenade E-Forms. 1,000-1,999. Covers the next 1,000 Form licenses.	\$200 each
V2300-F2K	Cerenade E-Forms. 2,000-3,999. Covers the next 2,000 Form licenses.	\$100 each
V2300-F4K	Cerenade E-Forms. 4,000-9,999. Covers the next 6,000 Form licenses.	\$50 each
V2300-F10K	Cerenade E-Forms. 10,000+. Covers Form licenses over 10,000.	\$30 each
Miscellaneous		



V2310	Cerenade E-Forms Designer Single user license	\$850.00
V2320	Cerenade E-Forms Toolbox. Single Development license used by one developer on a single PC.	\$8,000
V2330	Cerenade E-Forms Filler. Filler is available for download for free.	0
V2340	Cerenade Converter for FormFlow. single license, unlimited conversion. Batch converter for conversion of FormFlow .FRP files to Cerenade .FAR.	\$20,000
V2350	Cerenade converter for OmniForm. single license, unlimited conversion. Batch converter for conversion of OmniForm .OFM files to Cerenade .FAR.	\$20,000
V2360	E-Application, Wizard. Single Application, Single Server. Unlimited User Licenses.	\$70,000
V2370	Cerenade Workflow Designer – One User License to be installed on one PC. Use WorkFlow Designer to design a complete workflow/BPM scenario to be applied to one or more forms. Forms must be licensed separately in order to utilize the Workflow scenario.	\$5,000
V2370S	Cerenade Workflow Server – One Server License. Add-on module for Enterprise Forms Management solution. Requires Workflow Designer and Workflow-enabled e-forms.	\$15,000
V2370R1	Cerenade Workflow Runtime – One Form license. Enables Workflow to run on a single form.	\$5,000
V2370RU	Cerenade Workflow Runtime – Unlimited Form license. Enables Workflow to run on an unlimited number of forms.	\$60,000
V2380S	Cerenade Web Service Lookup for Enterprise Server – One Server License. Add-on module for Enterprise Forms Management solution. Adds table-lookup and auto-population functionality to e-forms to be conducted over third-party Web Services. Requires enabled e-forms that are licensed separately.	\$10,000
V2380R1	Cerenade Web Service Lookup for Enterprise Server Runtime – One Form license. Enables Web Service Lookup for a single form.	\$1,000
V2380RU	Cerenade Web Service Lookup for Enterprise Server Runtime – Enables Web Service Lookup for an	\$35,000

	unlimited number of forms.	
V2410	Visual eMerge. Single server. Unlimited User Licenses.	\$65,000
V2420-25	BUSINESS MATRIX. 25 named user licenses	\$180,000
V2420-50	BUSINESS MATRIX. 50 named user licenses	\$225,000
V2420-100	BUSINESS MATRIX. 100 named user licenses	\$275,000
V2420-150	BUSINESS MATRIX. 150 named user licenses	\$320,000

## 2.11 RIGHT-TO-COPY PRICING

Not Applicable to this contract.

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

#### **1. SCOPE**

a. The prices, terms and conditions stated under Special Item Number 132-51, Information Technology Professional Services, apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

#### **2. PERFORMANCE INCENTIVES**

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause

b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency'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-materials or labor hour orders.

#### **3. ORDERING PROCEDURES FOR SERVICES (Requiring A Statement Of Work)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that require a Statement of Work. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404(b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's pricelist applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

a. When ordering IT professional services ordering offices shall –

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a



minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time-and-material orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

## (2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall –

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404).

(B) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (a)(2)(ii) above, and then place the order with the schedule contractor that represents the best value.

(2) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.).

c. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price

d. When the ordering office's requirement involves both products as well as executive, administrative and/or professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

e. The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.



#### **4. ORDER**

a. Agencies may use written 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 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.

#### **5. PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency 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.

#### **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 52.227.17, Rights in Data – General, may apply.

#### **8. RESPONSIBILITIES OF THE GOVERNMENT**

Subject to security regulations, the ordering office 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**

### **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 Government contract, without some restriction on 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 Government, ordering offices 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 office 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 Government 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 (Alternate I (MAR 2000)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency 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

LABOR CATEGORY	HOURLY RATE	EDUCATION-DEGREE GENERAL/SPECIALIZED EXPERIENCE
Accessibility Expert	\$134.34	A BACHELOR'S DEGREE IN COMPUTER SCIENCE
Customer Support Engineer	\$75.86	BACHELOR'S DEGREE IN MATH.
Database Administrator	\$134.34	MASTER'S DEGREE COMPUTER SCIENCE.
Forms Developer	\$59.70	A.A. DEGREE IN BUSINESS APPLICATIONS PROGRAMMING
Forms QA Analyst	\$59.70	A.A. DEGREE IN BUSINESS APPLICATIONS PROGRAMMING
Trainer	\$99.50	BA IN COMMUNICATIONS
Software Developer	\$107.60	B.S. IN AERONAUTICAL ENGINEERING
Sr. Software Developer	\$134.34	BACHELOR'S DEGREE IN COMPUTER SCIENCE
System Administrator	\$149.25	MASTER'S DEGREE COMPUTER SCIENCE
Project Manager	\$158.65	BACHELOR'S DEGREE IN COMPUTER SCIENCE



#### 4.0 MULTIMEDIA ABACUS COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

##### PREAMBLE

**MULTIMEDIA ABACUS** 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 Mr. Behdad Payami, Phone (310) 645-0598 x7143, e-mail: [behdad@cerenade.com](mailto:behdad@cerenade.com), Fax: 310-645-0599**





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

(CUSTOMER NAME)

**BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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



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

(h) Date of Shipment.

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

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

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

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

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

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

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

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

Here is a general outline on how it works:

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