



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



U.S. General Services Administration

**Optical Mark Readers, Options, Software, Maintenance, Training and Electronic Commerce Services**

Special Item No. 132-8 Purchase of New Equipment  
Special Item No. 132-12 Equipment Maintenance  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software as a Service  
Special Item No. 132-50 Training Courses  
Special Item No. 132-52 Electronic Commerce Services, Hosting

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

**SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT**

FSC CLASS 7010 - SYSTEM CONFIGURATION

Optical and Imaging Systems

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Optical Recognition Input/Output Devices

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

**The following are offered under Special Item Number 132-8:**

- Installation (FPDS Code N070) for Equipment Offered

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

**SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)**

***The following are offered under Special Item Number 132-12:***

- Maintenance
- Repair Service
- Repair Parts/Spare Parts

**SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

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.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Microcomputers

Application 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>.

**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 132-50 - TRAINING COURSES (FPDS Code U012)**

**SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES**

FPDS Code D304

Internet Access Services

FPDS Code D399

Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and

Pager Services

**Scantron Corporation**

1261 E Dyer Road, Suite 100, Santa Ana, CA 92705-5655

(800) 722-6876

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

Contract Number: **GS-35F-0278K**

Period Covered by Contract: March 3, 2015 – March 2, 2020

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification **#PS-0053** dated **July 29, 2016**.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaaadvantage.gov>).

## **Table of Contents**

	<i>Page No.</i>
<i>Information for Ordering Activities.....</i>	<i>4</i>
<i>Purchase Equipment 132-8, Terms and Conditions.....</i>	<i>10</i>
<i>Equipment Maintenance, Repair Services &amp; Spare/Repair Parts 132-12, Terms and Conditions.....</i>	<i>12</i>
<i>Purchase Perpetual Software License 132-33, Software Maintenance 132-34, Terms and Conditions.....</i>	<i>16</i>
<i>Purchase Training Courses 132-50, Terms and Conditions.....</i>	<i>20</i>
<i>Purchase 132-52, Electronic Commerce (EC) Services Terms and Conditions.....</i>	<i>22</i>
<b>Schedule Pricelist:</b>	
<b><i>SIN 132-8, Scanners.....</i></b>	<b><i>26</i></b>
<b><i>SIN 132-12, Scanner Maintenance .....</i></b>	<b><i>27</i></b>
<b><i>SIN 132-33, Perpetual Software License .....</i></b>	<b><i>31</i></b>
<b><i>SIN 132-34, Software Maintenance.....</i></b>	<b><i>32</i></b>
<b><i>SIN 132-50, Training .....</i></b>	<b><i>33</i></b>
<b><i>SIN 132-52, Electronic Commerce Services, Hosting .....</i></b>	<b><i>34</i></b>

<p style="text-align: center;"><b>INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS</b></p>
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**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](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*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.

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**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**Scantron Corporation's Ordering Address:** 1313 Lone Oak Road, Eagan, MN 55121  
**Scantron Corporation's Payment Address:** PO Box 93038, Chicago, IL 60673-3038

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:

**(800) 722-6876**

**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: GS-35F-0278K  
Block 16: Data Universal Numbering System (DUNS) Number: 05-924-3436  
Block 30: Type of Contractor - C. Large Business

Block 31: Woman-Owned Small Business - No  
Block 36: Contractor's Taxpayer Identification Number (TIN): 95-2767912

- 4a. CAGE Code: OMR45  
4b. Contractor has registered with the Central Contractor Registration Database. - Yes

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8 - Hardware	30 Days
132-32 - Software	30 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 - None, Net 30 day ARO  
b. Quantity - Offered on some products, contact Contractor for quote.  
c. Dollar Volume - None  
d. Government Educational Institutions-Government Educational Institutions are offered the same discounts as all other Government customers.  
e. Other - None

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

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

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Scantron Corporation has export packaging available outside scope of contract.

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$50.00.

**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 132-8 - Purchase of Equipment  
Special Item Number 132-12 - Equipment Maintenance  
Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 - Maintenance of Software as a Service  
Special Item Number 132-52 - Electronic Commerce (EC) Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

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

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

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

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

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

**Alaska, Hawaii, and Commonwealth of Puerto Rico and all other overseas locations.**

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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.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

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

Not Applicable

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

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**



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

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

(b) The following statement:

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## **26. SOFTWARE INTEROPERABILITY.**

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

## **27. ADVANCE PAYMENTS**

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW  
EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services in the price schedule:

b. **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 SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

**6. WARRANTY**

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

Unless otherwise set forth in the Schedule Pricelist, for a period of thirty (30) days following delivery of Product(s) (the "Warranty Period"), Scantron warrants that the Products will function in all material respects consistent with

specifications appearing in the applicable Documentation. Scantron does not warrant that the Product(s) are free from all bugs, errors or omissions. This warranty does not extend to any failure of the Products caused by: modification or change not made by Scantron; noncompliance due to use of the Products in combination with items furnished by anyone other than Scantron or not approved in writing for use with the Products by Scantron; or use of the Product(s) in an operating environment other than as specified in writing by Scantron. Scantron will use reasonable efforts at its facility to correct any Products that fail to comply with the foregoing warranty, provided that Customer gives Scantron prompt written notice of such failure during the Warranty Period, and Scantron is able to reproduce the noncompliance. If Scantron is unable to correct the Products such that they comply with the foregoing warranty, Scantron will refund the fees Customer has paid for such Products in full satisfaction of all of Customer's claims relating to such noncompliance. Customer will provide reasonable assistance to Scantron in reproducing the failure

**EXCLUSIVE WARRANTIES AND REMEDIES. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 7 ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SCANTRON, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Scantron Corporation, dba Harland Technology Services, 2020 S. 156<sup>th</sup> Circle, Omaha, NE 68130.

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF  
GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS  
NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED  
EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12. Zone charges for On Site are as follows: Zone A: 0-50 miles from a Scantron Service Center, \$50; Zone B: 51-100 from a Scantron Service Center, \$100; Zone C: 100+ miles, contact Contractor for pricing and availability

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Harland Technology Services (a division of Scantron), 2020 S. 156<sup>th</sup> Circle, Omaha, NE 68130

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. 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.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

**3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

#### **4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

#### **5. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

#### **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

#### **7. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

#### **8. MAINTENANCE RATE PROVISIONS**

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

##### **b. REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

##### **c. AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

##### **d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

Determined on a case by case basis. Zone charges for Onsite are as follows: Zone A: 0-50, \$50; Zone B: 51-100, \$100; Zone C: 100+ miles, contact Contractor for pricing and availability.

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##### **e. QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

None Offered

## **9. REPAIR SERVICE RATE PROVISIONS**

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

### **(1) AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

### **(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

### **(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas) – Call for Quote from Contractor.**

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \_\_\_\_\_ per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

### **(1) REGULAR HOURS**

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

### **(2) AFTER HOURS**

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

### **(3) SUNDAYS AND HOLIDAYS**

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

#### REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR***
CONTRACTOR'S SHOP	\$195.00	N/A	N/A	N/A
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	desktop - \$390 production - \$675	\$195 \$225	\$290 \$340	\$390 \$450
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	quote	quote	quote	quote

\*MINIMUM CHARGES INCLUDE \_one (1)\_ FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

\*\*\*AFTER HOURS AND WEEKEND SERVICE IS SUBJECT TO AVAILABILITY OF SERVICE PERSONNEL AND MUST BE SCHEDULED AND APPROVED BY A SERVICE MANAGER.

#### 10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated January 1, 2010, at a discount of 0% from such listed prices.

#### 11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

##### a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of thirty (30) days.

##### b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period ninety (90) days.

#### 12. INVOICES AND PAYMENTS

##### a. Maintenance Service

(1) 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) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

##### b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO 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.

**A. PRODUCT WARRANTY.** UNLESS OTHERWISE SET FORTH IN SCHEDULE PRICLIST, FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING DELIVERY OF PRODUCT(S) (THE "WARRANTY PERIOD"), SCANTRON WARRANTS THAT THE PRODUCTS WILL FUNCTION IN ALL MATERIAL RESPECTS CONSISTENT WITH SPECIFICATIONS APPEARING IN THE APPLICABLE DOCUMENTATION. SCANTRON DOES NOT WARRANT THAT THE PRODUCT(S) ARE FREE FROM ALL BUGS, ERRORS OR OMISSIONS. THIS WARRANTY DOES NOT EXTEND TO ANY FAILURE OF THE PRODUCTS CAUSED BY: MODIFICATION OR CHANGE NOT MADE BY SCANTRON; NONCOMPLIANCE DUE TO USE OF THE PRODUCTS IN COMBINATION WITH ITEMS FURNISHED BY ANYONE OTHER THAN SCANTRON OR NOT APPROVED IN WRITING FOR USE WITH THE PRODUCTS BY SCANTRON; OR USE OF THE PRODUCT(S) IN AN OPERATING ENVIRONMENT OTHER THAN AS SPECIFIED IN WRITING BY SCANTRON. SCANTRON WILL USE REASONABLE EFFORTS AT ITS FACILITY TO CORRECT ANY PRODUCTS THAT FAIL TO COMPLY WITH THE FOREGOING WARRANTY, PROVIDED THAT CUSTOMER GIVES SCANTRON PROMPT WRITTEN NOTICE OF SUCH FAILURE DURING THE WARRANTY PERIOD, AND SCANTRON IS ABLE TO REPRODUCE THE NONCOMPLIANCE. IF SCANTRON IS UNABLE TO CORRECT THE PRODUCTS SUCH THAT THEY COMPLY WITH THE FOREGOING WARRANTY, SCANTRON WILL REFUND THE FEES CUSTOMER HAS PAID FOR SUCH PRODUCTS IN FULL SATISFACTION OF ALL OF CUSTOMER'S CLAIMS RELATING TO SUCH NONCOMPLIANCE. CUSTOMER WILL PROVIDE REASONABLY ASSIST SCANTRON IN REPRODUCING THE FAILURE. **B. SERVICES WARRANTY.** SCANTRON WARRANTS THAT SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH THE DEFINITION OF THE SERVICES TO BE PERFORMED. PROVIDED THAT CUSTOMER GIVES SCANTRON WRITTEN NOTICE OF FAILURE TO MEET THE FOREGOING WARRANTY WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SERVICES, SCANTRON WILL USE REASONABLE EFFORTS TO CORRECT ANY SERVICES THAT FAIL TO COMPLY WITH THE FOREGOING WARRANTY. IF SCANTRON IS UNABLE TO CORRECT OR RE-PERFORM THE SERVICES, SCANTRON WILL REFUND A REASONABLE PORTION OF THE FEES PAID WITH RESPECT TO SUCH SERVICES. **C. COMPUTER VIRUSES.** SCANTRON REPRESENTS THAT TO THE BEST OF ITS KNOWLEDGE, BASED ON USE OF COMMERCIALY AVAILABLE VIRUS DETECTION PROGRAMS, SOFTWARE PRODUCTS DO NOT CONTAIN ANY COMPUTER VIRUS OR OTHER DISABLING DEVICE ("VIRUS"). IF SOFTWARE FAILS TO COMPLY WITH THE FOREGOING REPRESENTATION, SCANTRON WILL USE COMMERCIALY REASONABLE EFFORTS TO REPLACE THE SOFTWARE WITH A COPY THAT IS NOT AFFECTED BY THE VIRUS. CUSTOMER ACKNOWLEDGES THAT A VIRUS MAY NOT BE CAPABLE OF SUCH DETECTION AND THAT IT IS CUSTOMER'S RESPONSIBILITY TO MONITOR AND SCAN ALL COMPUTER PROGRAMS AND DATA THAT BECOME PART OF CUSTOMER'S COMPUTING ENVIRONMENT. **D. THIRD PARTY PRODUCTS.** SOME PRODUCTS MAY INCLUDE OR OPERATE IN CONJUNCTION WITH COMPUTER PROGRAMS, DATA OR HARDWARE SUPPLIED BY A THIRD PARTY. ALL THIRD PARTY PRODUCTS OTHER THAN THOSE EMBEDDED IN AND DELIVERED AS AN INSEPARABLE PART OF THE PRODUCTS AND SERVICES, ARE SUPPLIED "AS IS" BY SCANTRON. **E. EXCLUSIVE WARRANTIES AND REMEDIES.** THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 7 ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SCANTRON, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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



### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-445-3141 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 6:30am (CST) to 6:30pm (CST).

### 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 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 the maintenance is to be continued during the subsequent period.

### 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (Outside the scope of the Contract)

- 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 \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

**7. TERM LICENSE CESSATION (Outside the scope of the Contract)**

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* 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 I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**8. UTILIZATION LIMITATIONS - (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 132-33)**

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.

**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.

**11. RIGHT-TO-COPY PRICING**

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

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

**1. SCOPE**

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

**2. ORDER**

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

**3. TIME OF DELIVERY**

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

**4. CANCELLATION AND RESCHEDULING**

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

**5. FOLLOW-UP SUPPORT**

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

**6. PRICE FOR TRAINING**

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

**7. INVOICES AND PAYMENT**

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

**8. FORMAT AND CONTENT OF TRAINING**

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

**9. "NO CHARGE" TRAINING**

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

Not applicable.

## **TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC-COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)**

### **1) SCOPE**

- a) The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC 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 the 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 EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

### **5) STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
  - 1) Cancel the stop-work order; or
  - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

- b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- c) 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
- d) 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.
- e) 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.

## **6) INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7) RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8) RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

## **9) INDEPENDENT CONTRACTOR**

All EC 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 EC 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) 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.

### **14) 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.

### **15) DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING**

Contractor's *ACHIEVEMENT SERIES*® and *PERFORMANCE SERIES*® are each comprised of a series of websites and their related item bank, content, features and functionality, are provided on an annual subscription basis. Achievement Series is a powerful web-based districtwide assessment solution that allows K-12 educators to develop and administer online and paper-based tests, capture immediate results, and produce standards-based reports. Used for all grade levels and subject areas, this district-wide solution gives administrators and teachers the data they need to monitor student progress and guide instruction. Contractor's Performance Series internet-delivered assessment is a standards-based adaptive measurement -- a computer adaptive assessment to measure the different academic objectives of individual state standards with real-time reporting of student test data.

Contractor will provide the ordering agency with a copy of the then-current user agreement during the quote process. Ordering agency will be required to sign Contractor's User Agreement.



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

### **PREAMBLE**

Scantron Corporation 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 Bruce Kraft, SVP of Finance, Scantron Corporation, 1313 Lone Oak Road, Eagan, MN 55121.

Hardware			
Scanner	Description	Model #	GSA Price
<b>EZData scanner</b>	EZData OMR scanner	1/183	\$ 659.00
<b>OpScan 4 ES scanner</b>	Single, Pencil only	OP4/2801	\$ 3,510.00
	Dual, Pencil only	OP4/2802	\$ 4,355.00
	Single, Pencil, Printer	OP4/2805	\$ 3,845.00
	Dual, Pencil, Printer	OP4/2806	\$ 4,690.00
	Dual, Pencil, OMR, SelfScore	OP4/2810	\$ 4,820.00
Options:	BarCode Reader	48234	\$ 955.00
	Select Stacker	48237	\$ 1,465.00
<b>iNSIGHT 4 ES scanner</b>	Dual Imaging, Pencil & Ink	IN4/2304	\$ 5,400.00
	Dual Imaging, Pencil & Ink w/Printer	IN4/2308	\$ 5,735.00
	Dual, SelfScore	IN4/2312	\$ 5,865.00
Options:	BarCode Reader	49234	\$ 955.00
	Select Stacker	49237	\$ 1,465.00
<b>OpScan 6 scanner</b>	Single Pencil Read	6/501	\$ 7,515.00
	Dual Pencil Read	6/502	\$ 9,000.00
	Single Ink Read	6/503	\$ 8,855.00
	Dual Ink Read	6/504	\$ 10,785.00
Options:	Bar Code Reader	6274	\$ 1,753.00
	Transport Printer	6235	\$ 1,144.00
	Download	6248	\$ 695.00
	Dust Cover	9025	\$ 30.00
	14" Black Output Tray	5049	\$ 88.00
<b>OpScan 8 scanner</b>	Dual Pencil w/Transport Printer	8/501	\$ 12,930.00
	Dual Ink w/Transport Printer	8/502	\$ 17,275.00
Options:	Bar Code Reader II	8274	\$ 1,826.00
	Download	8233	\$ 795.00
	Dust Cover	9027	\$ 30.00
<b>iNSIGHT 30 scanner</b>	iNSIGHT 30	IN/30	\$ 8,050.00
<b>iNSIGHT 70 scanner</b>	iNSIGHT 70	IN/70	\$ 72,550.00
Options:	Transport Printer	7012I	\$ 5,324.00
	Bar Code Reader	7013I	\$ 3,344.00
	19" Flat Panel Display	7059I	\$ 119.00
	Installation	7053I	\$ 900.00
<b>iNSIGHT 150 scanner</b>	iNSIGHT 150	IN/150	\$ 99,550.00
Options:	Transport Printer	15012I	\$ 7,949.00
	Bar Code Reader	15013I	\$ 4,989.00
	Installation	15031I	\$ 900.00
<b><u>Installation:</u></b>		Onsite	Phone
	For iNSIGHT 4ES and OpScan 4ES	\$ 275.00	\$ 150.00
	For OpScan 6's	\$ 300.00	\$ 200.00
	For OpScan 8's	\$ 350.00	\$ 200.00
	For iNSIGHT 30	\$ 300.00	\$ 150.00

Maintenance				
Product	Description	Option #	Service Type	GSA Price (per/month)
EZData	EZData OMR Scanner	1/183	Central Exchange	\$ 4.99
iNSIGHT 4	Single, OMR	IN4/2201CX	Central Exchange	\$ 32.34
	Dual, OMR	IN4/2202CX	Central Exchange	\$ 32.34
	Single, OMR, Printer	IN4/2205CX	Central Exchange	\$ 32.34
	Dual, OMR, Printer	IN4/2206CX	Central Exchange	\$ 32.34
	Single, Imaging	IN4/2203CX	Central Exchange	\$ 32.33
	Dual, Imaging	IN4/2204CX	Central Exchange	\$ 32.33
	Single, Imaging, Printer	IN4/2207CX	Central Exchange	\$ 32.33
	Dual, Imaging, Printer	IN4/2208CX	Central Exchange	\$ 32.33
	Select Stacker	46237CX	Central Exchange	\$ 4.76
OpScan 4 ES	Single, Pencil	OP4/2801CX	Central Exchange	\$ 37.18
	Dual, Pencil	OP4/2802CX	Central Exchange	\$ 37.18
	Single, Pencil, Printer	OP4/2805CX	Central Exchange	\$ 37.18
	Dual, Pencil, Printer	OP4/2806CX	Central Exchange	\$ 37.18
	Dual, Pencil, OMR, SelfScore	OP4/2810CX	Central Exchange	\$ 38.31
	Select Stacker	48237CX	Central Exchange	\$ 4.76
iNSIGHT 4 ES	Dual Imaging, Pencil & Ink	IN4/2304CX	Central Exchange	\$ 37.18
	Dual Imagin, Pencil & Ink, with Printer	IN4/2308CX	Central Exchange	\$ 37.18
	Dual, SelfScore	IN4/2312	Central Exchange	\$ 44.58
	Select Stacker	49237CX	Central Exchange	\$ 4.76
OpScan 6, Model 50	Single, Pencil Readhead	6/501CX	Central Exchange	\$ 60.90
	Dual, Pencil Readhead	6/502CX	Central Exchange	\$ 70.42
	Single, Ink Readhead	6/503CX	Central Exchange	\$ 67.63
	Dual, Ink Readhead	6/504CX	Central Exchange	\$ 83.80
	Single, Pencil w/Printer	6/505CX	Central Exchange	\$ 70.42
	Dual, Pencil w/Printer	6/506CX	Central Exchange	\$ 79.95
	Single, Ink w/Printer	6/507CX	Central Exchange	\$ 77.15
	Dual, Ink w/Printer	6/508CX	Central Exchange	\$ 93.32
	Bar Code Reader	6274CX	Central Exchange	\$ 11.41
OpScan 8, Model 50	Dual, Pencil w/Printer	8/501CX	Central Exchange	\$ 139.04
	Dual, Ink w/Printer	8/502CX	Central Exchange	\$ 152.33
	Bar Code Reader	8274CX	Central Exchange	\$ 11.41
iNSIGHT 30		IN30CX	Central Exchange	\$ 73.45

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Maintenance				
Product	Description	Option #	Service Type	GSA Price (per/month)
iNSIGHT 4	Single, OMR	IN4/2201OS	On Site	\$ 49.49
	Dual, OMR	IN4/2202OS	On Site	\$ 49.49
	Single, OMR, Printer	IN4/2205OS	On Site	\$ 49.49
	Dual, OMR, Printer	IN4/2206OS	On Site	\$ 49.49
	Single, Imaging	IN4/2203OS	On Site	\$ 49.49
	Dual, Imaging	IN4/2204OS	On Site	\$ 49.49
	Single, Imaging, Printer	IN4/2207OS	On Site	\$ 49.49
	Dual, Imaging, Printer	IN4/2208OS	On Site	\$ 49.49
	Select Stacker	46237OS	On Site	\$ 11.41
OpScan 4 ES	Single, Pencil	OP4/2801OS	On Site	\$ 49.49
	Dual, Pencil	OP4/2802OS	On Site	\$ 49.49
	Single, Pencil, Printer	OP4/2805OS	On Site	\$ 49.49
	Dual, Pencil, Printer	OP4/2806OS	On Site	\$ 49.49
	Dual, Pencil, OMR, SelfScore	OP4/2810	On Site	\$ 51.00
	Select Stacker	48237OS	On Site	\$ 11.41
iNSIGHT 4 ES	Dual Imaging, Pencil & Ink	IN4/2304CX	On Site	\$ 49.49
	Dual Imagin, Pencil & Ink, with Printer	IN4/2308CX	On Site	\$ 49.49
	Dual, SelfScore	IN4/2312	On Site	\$ 59.39
	Select Stacker	49237CX	On Site	\$ 11.41
OpScan 6	Single, Pencil Readhead	6/501OS	On Site	\$ 93.32
	Dual, Pencil Readhead	6/502OS	On Site	\$ 106.62
	Single, Ink Readhead	6/503OS	On Site	\$ 102.84
	Dual, Ink Readhead	6/504OS	On Site	\$ 125.66
	Single, Pencil w/Printer	6/505OS	On Site	\$ 106.62
	Dual, Pencil w/Printer	6/506OS	On Site	\$ 119.99
	Single, Ink w/Printer	6/507OS	On Site	\$ 116.14
	Dual, Ink w/Printer	6/508OS	On Site	\$ 139.04
	Bar Code Reader	6274OS	On Site	\$ 17.15
OpScan 8	Dual, Pencil w/Printer	8/501OS	On Site	\$ 202.81
	Dual, Ink w/Printer	8/502OS	On Site	\$ 221.85
	Bar Code Reader	8274OS	On Site	\$ 17.15
OpScan 10	OpScan 10, Model 40 w/CPU	10/40OS	On Site	\$ 485.11
	OpScan 10, Model 60 w/CPU	10/60OS	On Site	\$ 644.70
	Transport Printer	1035OS	On Site	\$ 74.35
	Dual Ink Readhead (40/60)	1072OS	On Site	\$ 62.57
	Bar Code Reader	1091OS	On Site	\$ 64.38
OpScan 15	Dual, Pencil	OP15/100	On Site	\$ 395.57
	Transport Printer	1535OS	On Site	\$ 34.68
	Dual Ink Read Head	1537OS	On Site	\$ 63.32
	Bar Code Reader	1563OS	On Site	\$ 48.67
iNSIGHT 30	iNSIGHT 30	IN30OS	On Site	\$ 105.18
iNSIGHT 70	OpScan iNSIGHT 70 Scanner	IN/70OS	On Site	\$ 723.81
	Transport Printer	7012I OS	On Site	\$ 52.29
	Bar-Code Reader	7013I OS	On Site	\$ 31.74
iNSIGHT 150	OpScan iNSIGHT 150 Scanner	IN/150OS	On Site	\$ 1,165.55
	Transport Printer	15012IOS	On Site	\$ 76.62
	Bar-Code Reader	15013IOS	On Site	\$ 46.70

Maintenance on Discontinued Products:						
Description	Item #	GSA Price				Depot
		On-Site A	On-Site B	Enhanced Depot	Depot	
Test Scoring Machine						
	888P+	\$ 34.30	\$ 39.67	\$ 34.30	\$ 17.91	
	888MP	\$ 34.30	\$ 39.67	\$ 34.30	\$ 17.91	
ScanMark ES 2010	2010	\$ 43.07	\$ 47.68	\$ 43.07	\$ 27.50	
Options:						
Automatic Doc Feeder	2010-LAF	\$ 1.74	\$ 1.74	\$ 1.74	\$ 2.42	
Document Printer	2010-P	\$ 4.01	\$ 4.53	\$ 4.01	\$ 2.42	
Bar Code	2010-BC	\$ 9.14	\$ 10.20	\$ 9.14	\$ 6.95	
Filtered Ink Readhead	2010-INK	N/C	N/C	N/C	N/C	
ScanMark ES 2260	2260	\$ 45.08	\$ 49.42	\$ 44.81	\$ 35.59	
Options:						
Automatic Doc Feeder	2260-LAF	\$ 12.09	\$ 13.15	\$ 12.09	\$ 9.82	
Document Printer	2260-P	\$ 4.23	\$ 4.53	\$ 4.23	\$ 3.47	
Bar Code	2260-BC	\$ 9.14	\$ 10.36	\$ 9.14	\$ 7.48	
Filtered Ink Readhead	2260-INK	N/C	N/C	N/C	N/C	
ScanMark ES 2800	2800	\$ 67.93	\$ 74.81	\$ 67.93	\$ 54.41	
Options:						
Document Printer	2800-P	\$ 8.16	\$ 9.45	\$ 8.16	\$ 6.50	
Bar Code	2800-BC	\$ 17.61	\$ 19.50	\$ 17.61	\$ 14.05	
One Filtered Ink Readhead	2800-INK/1	\$ 10.50	\$ 11.72	\$ 10.50	\$ 8.16	
Two Filtered Ink Readhead	2800-INK/2	N/C	N/C	N/C	N/C	
Second Readhead	2800-R	N/C	N/C	N/C	N/C	
SM4000	4000	\$ 172.58	\$ 189.96	N/A	N/A	
	4000-P	\$ 6.73	\$ 7.78	N/A	N/A	
	4000-BC	\$ 14.44	\$ 15.94	N/A	N/A	
	4000-INK/2	N/C	N/C	N/A	N/A	
SM5500	5500	\$ 201.53	\$ 221.77	N/A	N/A	
	5500-P	\$ 6.73	\$ 7.71	N/A	N/A	
	5500-BC	\$ 14.51	\$ 15.94	N/A	N/A	
	5500-INK/2	N/C	N/C	N/A	N/A	
SM6500	6500	\$ 231.83	\$ 255.02	N/A	N/A	
	6500-P	\$ 7.55	\$ 8.99	N/A	N/A	
	6500-BC	\$ 16.62	\$ 18.36	N/A	N/A	
	6500-INK/2	N/C	N/C	N/A	N/A	
SM2000	2000	\$ 49.42	\$ 54.56	\$ 49.42	\$ 31.58	
	2000-ADF	\$ 15.03	\$ 16.48	\$ 15.03	\$ 13.76	
	2000-LAF	\$ 1.81	\$ 2.11	\$ 1.81	\$ 2.72	
	2000-P	\$ 4.53	\$ 5.21	\$ 4.53	\$ 2.72	
	2000-BC	\$ 10.36	\$ 11.86	\$ 10.36	\$ 7.93	
	2000-INK	N/C	N/C	N/C	N/C	

Maintenance on Discontinued Products:						
Description	Item #	GSA Price				Depot
		On-Site A	On-Site B	Enhanced	Depot	
SM2250	2250	\$ 51.23	\$ 56.67	\$ 51.23	\$ 40.80	
	2250-LAF	\$ 13.90	\$ 15.12	\$ 13.90	\$ 11.26	
	2250-P	\$ 4.76	\$ 5.14	\$ 4.76	\$ 4.01	
	2250-BC	\$ 10.58	\$ 11.11	\$ 10.58	\$ 8.61	
	2250-INK	N/C	N/C	N/C	N/C	
SM2500	2500	\$ 76.32	\$ 84.10	\$ 76.32	\$ 61.13	
	2500-P	\$ 9.14	\$ 10.58	\$ 9.14	\$ 7.25	
	2500-R	\$ 11.72	\$ 13.15	\$ 11.72	\$ 9.22	
	2500-BC	\$ 19.79	\$ 21.83	\$ 19.79	\$ 15.80	
	2500-INK	N/C	N/C	N/C	N/C	
8000	8000	\$ 287.29	\$ 322.05	N/A	\$ 227.14	
	Printer	\$ 23.19	\$ 26.45	N/A	\$ 16.02	
	Readhead	\$ 30.08	\$ 29.32	N/A	\$ 23.05	
8200	8200	\$ 156.49	\$ 173.57	\$ 156.49	\$ 126.42	
	Printer	\$ 16.25	\$ 21.01	\$ 16.25	\$ 13.67	
	BarCode	\$ 50.93	\$ 59.32	\$ 50.93	\$ 39.22	
	2 ReadHead	\$ 24.10	\$ 27.96	\$ 24.10	\$ 16.02	
8400	8400	\$ 258.27	\$ 288.35	\$ 258.27	\$ 209.91	
	Printer	\$ 16.09	\$ 21.01	\$ 16.09	\$ 13.83	
	BarCode	\$ 51.08	\$ 58.10	\$ 51.08	\$ 38.92	
	2 Readhead	\$ 23.12	\$ 26.68	\$ 23.12	\$ 17.23	
8600	8600	\$ 375.24	\$ 421.26	N/A	\$ 299.91	
	Printer	\$ 18.36	\$ 21.15	N/A	\$ 19.72	
	BarCode	\$ 50.93	\$ 58.10	N/A	\$ 40.73	
Clarity Simplex Scanner	210i.119	\$ 44.13	\$ 48.21	\$ 44.13	\$ 28.49	
Clarity Simplex Scanner	210i.120	\$ 48.21	\$ 52.82	\$ 48.21	\$ 31.06	
Clarity Simplex Scanner	210i.129	\$ 44.13	\$ 48.21	\$ 44.13	\$ 28.49	
Clarity Simplex Scanner	210i.130	\$ 48.21	\$ 52.82	\$ 48.21	\$ 31.06	
Clarity Duplex Scanner	280i.139	\$ 53.27	\$ 58.49	\$ 53.27	\$ 34.61	
Clarity Duplex Scanner	280i.140	\$ 57.35	\$ 63.09	\$ 57.35	\$ 37.10	
Clarity Duplex Scanner	280i.141	\$ 53.27	\$ 58.49	\$ 53.27	\$ 34.61	
Clarity Duplex Scanner	280i.142	\$ 57.35	\$ 63.09	\$ 57.35	\$ 37.10	
Clarity Duplex Scanner	280i.149	\$ 64.76	\$ 71.33	\$ 64.76	\$ 42.09	
Clarity Duplex Scanner	280i.150	\$ 68.84	\$ 75.86	\$ 68.84	\$ 44.66	
Clarity Duplex Scanner	280i.151	\$ 64.76	\$ 71.33	\$ 64.76	\$ 42.09	
Clarity Duplex Scanner	280i.152	\$ 68.84	\$ 75.86	\$ 68.84	\$ 44.66	
Clarity Image Scanner	280i.00	\$ 33.40	\$ 36.72	\$ 33.40	\$ 21.83	
5000i® Image Scanner	5000i	\$ 1,209.60	-	-	-	
5000i Transport Printer	5012i	\$ 81.99	-	-	-	
5000i Bar Code Reader	5013i	\$ 50.02	-	-	-	
5000i Speed Upgrade	5019U	\$ 60.00	-	-	-	

Software			
Program	Description	Item #	GSA Price
<b>ParScore</b>	Single User License	RPSW	\$ 2,315.00
	LAN 5 User	RPSWL-L1	\$ 3,713.00
	LAN Unlimited User	RPSWL-L4	\$ 6,645.00
<b>ParSystem</b>	Single User License	RPSYS	\$ 3,030.00
	LAN 5 User	RPSYS-L1	\$ 4,887.00
	LAN Unlimited User	RPSYS-L4	\$ 8,698.00
<b>ParSuite</b>	Single User License	RPSUT	\$ 5,278.00
	LAN 5 User	RPSUT-L1	\$ 6,841.00
	LAN Unlimited User	RPSUT-L4	\$ 10,066.00
<b>ClassClimate</b>			
Faculty Starter	License (50 User)	RCCFS	\$ 9,834.87
Licensing			
Standard Base License	100 User	RCCST-L1	\$ 18,876.15
Standard Base License	200 User	RCCST-L200	\$ 24,119.53
Standard Base License	300 User	RCCST-L2	\$ 29,270.06
Standard Base License	500 User	RCCST-L3	\$ 35,152.60
Standard Base License 1000 User	1000 User	RCCST-L4	\$ 43,977.89
Standard Base License	2500 User	RCCST-L5	\$ 58,126.70
Standard Base License	5000 User	RCCST-L6	\$ 87,262.86
Additional Scan Station	(add-on to current license)	RCCSS	\$ 972.44
Additional Scan Station	(new license)	RCCSSN	\$ 972.44
Installation	Installation via Web-Ex	RCC-WEB-INSTALL	\$ 879.60
<b>DesignExpert</b>	Scantron DesignExpert	DE100	\$ 1,876.47
	Scantron DesignExpert w/PrintFlex	DE110	\$ 4,178.09
<b>ScanTools Plus</b>	Scan Only Edit Station	STX101	\$ 410.48
	Application Development	STX201	\$ 1,514.86
	Application Development w/Score	STX301	\$ 1,974.21
	RealTime Character Regonition NestorReader (iN4)	STX501	\$ 1,363.00
	RealTime Character Regonition NestorReader (iN70 & iN150)	STX531	\$ 4,881.00
	ScanTools Plus Scan Only with ScanFlex Edit Station (iN4)	STX111	\$ 791.64
	ScanTools Plus Application Development with ScanFlex (iN4)	STX211	\$ 2,907.56
	ScanTools Plus Application Development with Score and ScanFlex (iN4)	STX311	\$ 3,103.02

## Software Maintenance

Program	Description	Type of Maintenance	Item #	GSA Price
<b>ParScore</b>	Single User License (annual amount)	Assurance	RPSW-SA	\$ 464.00
	5 User (annual amount)	Assurance	RPSW-L1-SA	\$ 743.00
	Unlimited User (annual amount)	Assurance	RPSW-L4-SA	\$ 1,329.00
<b>ParSystem</b>	Single User License (annual amount)	Assurance	RPSYS-SA	\$ 679.00
	5 User (annual amount)	Assurance	PRSYS-L1-SA	\$ 1,095.00
	Unlimited User (annual amount)	Assurance	PRSYS-L4-SA	\$ 1,940.00
<b>ParSuite</b>	Single User License (annual amount)	Assurance	RPSUT-SA	\$ 1,315.00
	5 User (annual amount)	Assurance	RPSUT-L1-SA	\$ 1,730.00
	Unlimited User (annual amount)	Assurance	RPSUT-L4-SA	\$ 2,575.00
<b>ClassClimate:</b>				
Faculty Starter	License (50 User) (monthly amount)	Assurance	RCCFS-SA	\$ 173.87
Standard Base License	100 User (monthly amount)	Assurance	RCCST-L1-SA	\$ 324.54
Standard Base License	200 User(monthly amount)	Assurance	RCCST-L200-SA	\$ 412.25
Standard Base License	300 User (monthly amount)	Assurance	RCCST-L2-SA	\$ 500.45
Standard Base License	500 User (monthly amount)	Assurance	RCCST-L3-SA	\$ 601.02
Standard Base License	1000 User (monthly amount)	Assurance	RCCST-L4-SA	\$ 751.69
Standard Base License	2500 User (monthly amount)	Assurance	RCCST-L5-SA	\$ 1,003.34
Standard Base License	5000 User (monthly amount)	Assurance	RCCST-L6-SA	\$ 1,506.23
Additional Scan Station	(add-on to current license) (monthly amount)	Assurance	RCCSS-SA	\$ 15.07
Additional Scan Station	(new license) (monthly amount)	Assurance	RCCSSN-SA	\$ 15.07
<b>DesignExpert</b>	Scantron DesignExpert (monthly amount)	Assurance	DE100-SUB	\$ 30.30
	Scantron DesignExpert w/PrintFlex (monthly amount)	Assurance	DE110-SUB	\$ 76.23
<b>ScanTools Plus</b>	Scan Only Edit Station (monthly amount)	Assurance	STX101-SA	\$ 7.82
	Application Development (monthly amount)	Assurance	STX201-SA	\$ 18.57
	Application Development w/Score (monthly amount)	Assurance	STX301-SA	\$ 28.34
	RealTime Character Regonition NestorReader (iN4) (monthly amount)	Assurance	STX501-SA	\$ 22.48
	RealTime Character Regonition NestorReader (iN70 & iN150) (monthly amount)	Assurance	STX531-SA	\$ 95.77
	ScanTools Plus Scan Only with ScanFlex Edit Station (iN4) (monthly amount)	Assurance	STX111-SA	\$ 15.64
	ScanTools Plus Application Development with ScanFlex (iN4) (monthly amount)	Assurance	STX211-SA	\$ 46.91
	ScanTools Plus Application Development with Score and ScanFlex (iN4) (monthly amount)	Assurance	STX311-SA	\$ 56.68



## Training

Program	Description	Item #	GSA Price
Achievement Series	On-Site Training <sup>1</sup>	AS-OS-TRNG	\$ 1,700.00
Performance Series	On-Site Training <sup>1</sup>	PS-TRAON	\$ 1,700.00
Achievement Series	Project Management <sup>1</sup>	AS-PM	\$ 1,500.00
Performance Series	Project Management <sup>1</sup>	PS-PM	\$ 1,500.00
ScanTools Plus	3 days, Scantron Facility (per student)	9908I	\$ 1,465.91
ScanTools Plus	3 days, Customer Site <sup>1</sup>	9908O	\$ 5,277.29
Scantron DesignExpert	2 days, Scantron Facility (per student)	6212	\$ 977.28
Scantron DesignExpert	2 days, Customer Site <sup>1</sup>	6222	\$ 3,518.19
ClassClimate Training	Two days-Onsite <sup>1,2</sup>	RCCTRN	\$ 3,518.19
ParSuite Training	Three days - Onsite <sup>1</sup>	PAR-OS-TRAIN-3	\$ 5,277.29

<sup>1</sup> Plus instructor expenses; all travel charges, including mileage and daily living expenses are governed by Pub. L.99-234 and FAR Part 31.205-46. For on-site requirements contact Scantron Training Coordinator at 800-338-5544 x6123

<sup>2</sup> Scantron installation fees apply.

Achievement Series & Performance Series (subscription services)			
Program	Description	Item #	GSA Price (per/student)
Performance Series Annual Subscription	One Subject	PS-SUBJECT1	\$ 6.00
Performance Series Annual Subscription	Two Subjects	PS-SUBJECT2	\$ 11.00
Performance Series Annual Subscription	Three Subjects	PS-SUBJECT3	\$ 13.00
Performance Series Annual Subscription	Four Subjects	PS-SUBJECT4	\$ 14.00
Skill Connection Online for Performance Series		SC-ONLINE-PS	\$ 2.85
Skills Connection Online for Achievement Series		SC-ONLINE-AS	\$ 2.85
Achievement Series District Assessment		ASBS-D	\$ 3.80
Scantron item Bank for Achievement Series		ASSI	\$ 2.85
Achievement Series Classroom Testing		ASBS-C	\$ 3.80
Achievement Series District Assessment & Classroom Testing		ASBS-CD	\$ 6.65
Achievement Series	Full System	AS-FULL	\$ 8.55
Achievement Series & Performance Series	Two (2) Subject Bundle	ASPS	\$ 16.15
Achievement Series & Performance Series	Three (3) Subject Bundle	ASPS3	\$ 17.10
Achievement Series & Performance Series	Four (4) Subject Bundle	ASPS4	\$ 18.05