



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

Ictect, Inc. is pleased to offer the following products and services under the GSA contract:

Products

- Intelligent Content Tools

Services

- Support Services
- Maintenance of software and solutions
- Professional Services related to Content Architecture Development
- Training services

The products and services fall within the following Special Item Numbers (SINs)

- 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. 132-51 Information Technology Professional Services

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 132-33 - 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 supports 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

- Large Scale Computers
 - Application Software
 - Utility Software

- Microcomputers
 - Application Software
 - Utility Software

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



2320 Renaissance Blvd #226
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Ph: 262-898-7277
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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 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

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Contract Number: GS-35F-0346Y

Period Covered by Contract: April 17, 2012-April 16, 2017

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # _____, dated _____.

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



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TABLE OF CONTENTS

| | |
|--|----|
| INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS | 4 |
| GSA PRICING FOR ICTECT PRODUCTS AND SERVICES | 24 |
| ICTECT PLEDGE IN SUPPORT OF GSA MISSION | 35 |
| BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE | 36 |
| CONTRACTOR TEAMING GUIDELINES | 39 |



INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ictect, Inc.
2320 Renaissance Blvd, Suite 226
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262-898 7277 (Phone)
262-995-7346 (Fax)
www.ictect.com
Email: gsa@ictect.com



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 may 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:

262-898 7277 (Phone)

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 Contract
- Block 16: Data Universal Numbering System (DUNS) Number: **826059474**
- Block 30: Type of Contractor: **Other Small Business**
- Block 31: Woman-Owned Small Business - **NO**
- Block 37: Contractor's Taxpayer Identification Number (TIN): **26-219-5757**
- Block 40: Veteran Owned Small Business (VOSB): No

- 4a. CAGE Code: **52TM9**
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

| SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
|---------------------|--|
| 132-33 | As negotiated between the Contractor and Ordering Agency |
| 132-34 | As negotiated between the Contractor and Ordering Agency |
| 132-50 | 30 days |
| 132-51 | As negotiated between the Contractor and Ordering Agency |

Expedited Delivery and/or Overnight Delivery: Please contact Contractor.

2-Day Delivery: Please contact Contractor.

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **0.5% - 15** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: Quantity discount of **0% to 15%** (additional to the standard discount) has been offered, depending upon the SIN and product. Please see pricelist for details.
- c. Dollar Volume: We offer **2% discount for each \$50,000 of product purchased, only for products (SIN 132-33).**
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): 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:**

None.

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

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

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

Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-51 - Information Technology Professional Services

b. The Maximum Order 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. 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.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the

ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.ictect.com/vpat

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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.

Performance Warranty. For a period of 90 days following the date of conveyance of the initial Software, ICTECT warrants to Licensee that the Software shall perform in accordance with the documentation supplied by ICTECT with such software. ICTECT further warrants that all support will be provided in a professional and workmanlike manner. ICTECT's sole and exclusive obligations for breach of the foregoing warranty shall be to provide, at Licensee's option, either i) refund all fees paid by licensee under this contract; or ii) the error correction services described in Exhibit B, Section 2 and to otherwise commence reasonable efforts to fix performance issues. The foregoing warranty does not cover nonconformances due to Excluded Causes. ICTECT does not warrant that operation of the Software will be uninterrupted, secure, or error free, or that all errors will be corrected. ICTECT further does not warrant that the information stored or transmitted by the Software is free from unauthorized modification.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, ICTECT AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

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 **262-898-7277** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00 AM to 5:00 PM Central Time**.

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.

Software Maintenance as a product is billed at the time of purchase.

_____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.

Software maintenance as a service is billed in 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 lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

NONE.

7. TERM LICENSE CESSATION

NONE.

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

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

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

9. SOFTWARE CONVERSIONS - (SIN 132-33)

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

Intelligent Content Tools is a product designed to leverage Microsoft Word for publishing environments. icTools uses a patented technology (US Patent # 7,251,777) for structuring content, which provides for highly granular Intelligent Content.

icTools for Publishing comes with the following features, all available from within Microsoft Word:

- Automated/Manual Content Tagging with XML
- Quality checks to streamlining editorial work
- Easy incorporation of content from customers
- Automated formatting according to style guidelines
- Delivery of completed document to various locations – FTP, Fileserver and CMS, etc.
- XML instance for multi-channel delivery

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. 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.

NONE

ND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

All **IT Professional Services** performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for **IT Professional services**. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (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 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

PROJECT MANAGER

FUNCTIONAL RESPONSIBILITY: Performs as project/program manager on all client projects and internal company initiatives; Serves as a project team facilitator in the capacity of assigning and evaluating the work of resources assigned to the projects; Facilitates cross-functional problem solving; Ensures that client business objectives are documented, understood and maintained throughout the project lifecycle; Manages client expectations/concerns via regular, consistent and reliable communication; Responsible for documentation as it relates to the overall project, including deliverables and timelines, project plans, business requirements, system design and quality assurance; Monitors status of project deliverables and duration; Monitors, tracks and reports on budgets and forecasts at the project level; Schedules and Facilitates all meetings related to the project(s); Develops agendas and publishes minutes; Develops, implements and maintains project management best practices; Provides project reviews as requested; Prepares project level presentation or summarizations for senior management review.

MINIMUM/GENERAL EXPERIENCE: Minimum of 2 years experience in formal project management role; Skilled at managing multiple tasks across multiple projects; Excellent oral and written communication skills; Excellent meeting facilitation skills; Excellent team skills; Excellent project management and organizational skills; Excellent problem solving and analytical skills Experience in XML and other open standards; Experience in publishing solutions; Experience in Document and/or Content Management

MINIMUM EDUCATION: Bachelor's Degree in Information Technology, Computer Science, Management or related field.

SENIOR CONTENT ARCHITECT

FUNCTIONAL RESPONSIBILITY: Conducts Business Process Analysis, Needs Analysis and Assessment, Requirements Review and Validation, Content Analysis, and Format Analysis; Facilitates onsite analysis workshops with Ictect and client project teams; Defines the problems that cause inefficiencies in current methods used to develop and deliver internal and end-customer documentation; Measures the effects of the problems and determine metrics that can be used to measure process improvements; Analyzes available methodologies and technologies that might be employed to improve documentation development; Provides specific improvement recommendations based on analysis findings; Provides client business case justification based on analysis findings; Sufficiently documents analysis workshop findings to be used directly by developers and to gain client signoff; Elicits stakeholder requirements; Maintains use case model, use cases, business models, content and data models, and additional requirements artifacts; Ensures development team understands the client's requirements and needs; Improves upon analysis practices and methodologies

MINIMUM/GENERAL EXPERIENCE: Minimum of 5 Years experience in developing business process analysis artifact sets; 3 Years experience managing content and publishing operations; Excellent oral and written communication skills; Excellent meeting facilitation skills; Excellent team skills; Experience in XML and other open standards; Experience in publishing solutions; Experience in Document and/or Content Management; Expert level of knowledge with regard to one or more advanced semantic web, knowledge management, searching, and industry standard vocabularies and processes (such as RDF/OWL, Topic Maps, S1000D, DITA, MIL-SPEC, etc.).

MINIMUM EDUCATION: Bachelor's Degree in Information Technology, Computer Science, Management or related field.

CONTENT ARCHITECT

FUNCTIONAL RESPONSIBILITY: Assists in conducting Business Process Analysis, Use Case Analysis, Configuration Analysis, Content Analysis, Format Analysis, and Requirements Analysis; Assists with onsite analysis workshops with Ictect and client project teams; Sufficiently documents analysis workshop findings to be used directly by developers and client; Documents and organizes requirements; Maintains use case model, use cases, business models, data models, and additional requirements artifacts.

MINIMUM/GENERAL EXPERIENCE: 0-2 Years experience gathering software requirements; Experience with use case centric requirements Excellent oral and written communication skills; Excellent meeting facilitation skills; Excellent team skills; Experience in XML and other open standards; Experience in publishing solutions; Experience in Document and/or Content Management.

MINIMUM EDUCATION: Bachelor's Degree in Information Technology, Computer Science, Management or related field

SOFTWARE ENGINEER

FUNCTIONAL RESPONSIBILITY: Participates in requirements analysis; Participates in systems design for enterprise and non-enterprise level solutions; Participates in a software development team; Develops enterprise and non-enterprise level solutions; Object modeling; Creates component/subsystem documentation (UML, class, sequence, etc.) Participates in design and technical meetings; Provides recommendations and status; Compliance with coding standards; Unit testing

MINIMUM/GENERAL EXPERIENCE: 0-2 Years Experience; Knowledge of object oriented software development processes and methods Knowledge of XML related technologies; Demonstrated ability to work to a plan and be part of team; Strong oral and written communication skills; Knowledge of XSLT and/or XSL-FO; Knowledge of Document and/or Content Management; Knowledge of Digital Asset Management

MINIMUM EDUCATION: Bachelor's Degree in Information Technology, Computer Science, Management or related field



SENIOR SOFTWARE ENGINEER

FUNCTIONAL RESPONSIBILITY: Leads software development team; Leads requirements analysis; Leads system design for enterprise and non-enterprise level solutions; Develops enterprise and non-enterprise level solutions; Object modeling; Creates architectural documentation (UML, class, sequence, etc.); Creates component/subsystem documentation (UML, class, sequence, etc.); Leads design and technical meetings; Provides recommendations and status; Develops and ensures compliance with coding standards; Unit testing

MINIMUM/GENERAL EXPERIENCE: Minimum of 5 Years experience; Expert in enterprise software/hardware solutions and tools; Knowledge of object oriented software development processes and methods; Excellent skills, sufficient to provide architectural insight, with XML technologies including: XSD, XSLT, CSS, HTML, etc.; SQL Experience with databases; Demonstrated ability to work to a plan and be part of a team; Strong oral and written communication skills

MINIMUM EDUCATION: Bachelor's Degree in Information Technology, Computer Science, Management or related field.

SENIOR CONTENT ANALYST

FUNCTIONAL RESPONSIBILITY: Leads a team of Content Analysts in providing Technical and Support services related to document centric processes (editorial, publishing, analysis, reporting, tagging, formatting, section 508 compliance, etc.). Works with users to determine their needs and derives system requirements. Develops and evaluates alternatives solutions based on user requirements. Develops and offers subject matter understanding for specific types of documents for government agencies or commercial accounts. Provides day to day supervision for assigned personnel. Coordinates efforts with Ictect's support staff on technical tasks. Serves as the Point of Contact (POC) for the project. Develops documentation and training material, as required for the project. Works onsite at customer locations, or offsite at Ictect locations. Develops forms and publications, as required. Provides technical support in development or maintenance of technical material. Provides support in other optional activities, as required for the project.

MINIMUM/GENERAL EXPERIENCE: Minimum of 5 Years experience in federal or enterprise accounts; Expertise in Microsoft Word, Excel, PowerPoint, and familiarity in Adobe products. Experience working with technical and non-technical people. Demonstrated ability to work to a plan and lead small teams; Strong oral and written communication skills.

MINIMUM EDUCATION: Bachelor's Degree or higher in Business related fields.

CONTENT ANALYST

FUNCTIONAL RESPONSIBILITY: Works as an individual contributor with other Content Analysts in providing Technical and Support services related to document centric processes (editorial, publishing, analysis, reporting, tagging, formatting, section 508 compliance, etc.). Works with users to determine their needs and derives system requirements. Develops and evaluates alternatives solutions based on user requirements. Develops and offers subject matter understanding for specific types of documents for government agencies or commercial accounts. Coordinate efforts with Ictect's support staff on technical tasks, as directed by team lead. *May* serve as the Point of Contact (POC) for the project. Develops documentation and training material, as required for the project. Works onsite at customer locations, or offsite at Ictect locations. Develops forms and publications, as required. Provides technical support in development or maintenance of technical material. Provides support in other optional activities, as required for the project and directed by team lead.

MINIMUM/GENERAL EXPERIENCE: Minimum of 2 Years experience in federal or enterprise accounts; Expertise in Microsoft Word, Excel, PowerPoint, and familiarity in Adobe products. Experience working with technical and non-technical people. Demonstrated ability to work to a plan and lead small teams; Strong oral and written communication skills.

MINIMUM EDUCATION: Bachelor's Degree or higher in Business related fields.



GSA PRICING FOR ICTECT PRODUCTS AND SERVICES

| SIN | Product Code | Product Description | GSA Price |
|--------|----------------|---|---|
| 132-33 | ICT1-300001-00 | Intelligent Content Tools (1-100 users) | \$800 per user |
| | | Intelligent Content Tools (101-500 users) | \$750 per user |
| | | Intelligent Content Tools (501-1000 users) | \$700 per user |
| | | Intelligent Content Tools (1001+ users) | \$650 per user |
| 132-34 | TS-2100-00 | Hourly Technical Support <ul style="list-style-type: none"> • Normal business day access | \$120 per hour |
| 132-34 | TC-2200-00 | 1 Day of Implementation Services <ul style="list-style-type: none"> • 1 full professional implementation services • Reasonable T&E billed separately | \$1,600 per day |
| 132-50 | TT-2300-00 | On-site Training <ul style="list-style-type: none"> • Minimum of 2 days per session • Maximum of 10 students per session • Customer to provide classroom setting, projector and PC/Windows computer with Microsoft Word 2007 installed • Maximum of 2 students per PC/Windows computer • Reasonable T&E billed separately | \$1,800 per day (Ictect's office rate) \$2,500 per day (Onsite rate) |
| 132-50 | TT-2300-01 | One hour custom-schema training <ul style="list-style-type: none"> • Web-based hands on training | \$90 per hour |
| 132-51 | TD-2500-01 | Senior Content Architect | \$232.50 per hour |
| 132-51 | TD-2500-02 | Content Architect | \$193.75 per hour |
| 132-51 | TD-2500-03 | Senior Software Developer | \$193.75 per hour |
| 132-51 | TD-2500-04 | Software Developer | \$155 per hour |
| 132-51 | TD-2500-05 | Project Manager | \$213.12 per hour |
| 132-51 | TD-2500-06 | Senior Content Analyst | \$109.90 per hour |
| 132-51 | TD-2500-07 | Content Analyst | \$86.35 per hour |

A Prompt Payment Discount of 0.5% is being offered for payments made within 15 days after delivery.

END USER SOFTWARE LICENSE AGREEMENT (NORTH AMERICA)

THIS END USER SOFTWARE LICENSE AGREEMENT (“Agreement”) is entered into as of __, 2012 (“Effective Date”) by and between ICTECT, INC. a Wisconsin Corporation (“ICTECT”) and as represented herein by the Contracting Officer for the U.S. General Services Administration (“Licensee”).

1. DEFINITIONS.

(a) **“Tailored Applications,”** mean computer software products created by or for Licensee, into which the Runtime Software will be incorporated as part of an integrated system or subsystem, created by Licensee.

(b) **“Excluded Causes”** means (a) any modification, reconfiguration, or maintenance of the Software performed by any party other than ICTECT; (b) any use of the Software on a system that does not meet ICTECT’s minimum standards as set forth in Exhibit C for such Software, including use on a modified or unsupported operating system or environment (c) any hardware or non-ICTECT software; (d) failure to implement all Updates issued by ICTECT of which licensee is advised to be required by ICTECT; (e) use of the Software in a manner for which it was not designed as reflected in documentation; and/or (f) accident, or negligence, or misuse of the Software.

(c) **“Software”** means all the software identified in Exhibit A, in object code form, plus any related documentation and any subsequent software releases provided to Licensee under this Agreement. **“Administrative and/or Development Software”** means the Administrative software used for configuration and/or Software Development Kit (“SDK”) version of the Software. **“Runtime Software”** means the Runtime Version of the Intelligent Content Technology.

(d) **“Support”** has the meaning described in Exhibit B.

(e) **“Update”** means a new generally-released version of the Software designated, in ICTECT’s sole discretion, with a version number changed to the right or the left of the first decimal point. “Update” shall further be defined as any generally distributed released version available to the total ICTECT customer base and designated as a standard Intelligent Content Technology.

2. LICENSES.

2.1 License to Administrative and/or API Development Software. Subject to the terms and conditions of this Agreement, ICTECT grants to Licensee a nonexclusive license to use for internal development and demonstration for **_1_ copy(ies)** of Intelligent Content Technology Software for which Licensee has paid the applicable license fees per Exhibit A to create “Tailored Applications”.

2.2 License to Runtime Software. Subject to the terms and conditions of this Agreement, ICTECT grants to Licensee a nonexclusive, worldwide development license for **_1 Copy(ies)** of Intelligent Content Technology defined in Exhibit A in object code format within the Licensee’s company so long as Licensee has executed this agreement and paid all applicable license fees as set forth in Exhibit A.

2.3 Restrictions. Unless explicitly noted, ICTECT’s license grants are not transferable, assignable, or sublicenseable. Licensee shall not, nor shall it permit a third party to, decompile, reverse engineer, or disassemble the Software’s source code. ICTECT and its licensors retain all rights, title, and interest in and to all intellectual property rights embodied in or associated with the Software. There are no implied licenses under this Agreement (by implication, estoppel,

or otherwise), and any rights not expressly granted to Licensee under this Agreement are reserved by ICTECT or its licensors.

2.4 Proprietary Notices. Licensee shall not remove proprietary notices of ICTECT or its licensors in all copies of Tailored Applications and Runtime Software in the same manner as ICTECT incorporates such notices in the Software, or as reasonably requested by ICTECT or its licensors.

2.5. Confidential Information.

2.5(a) “Confidential Information” means any and all information disclosed on or after April 4th, 2012, whether verbally, in writing, electronically or by any other means, whether directly or indirectly and whether or not marked “Confidential” unless trivial or obvious by the Disclosing Party or any person on its behalf to the Receiving Party, including, but not limited to any information relating to the Disclosing Party’s business affairs, operations, products, processes, methodologies, formulae, plans, intentions, projections, know-how, intellectual property rights, trade secrets, market opportunities, suppliers, customers, marketing activities, sales, software, computer and telecommunications systems, costs and prices, usage rates, records, finances and personnel;

“Disclosing Party” means a party disclosing Confidential Information;

“Purpose” means Specific discussions regarding the application of ICTECT Software for tailored application .

“Receiving Party” means a party receiving Confidential Information; and a reference to a person includes a reference to that person’s successors and permitted assigns.

2. 5(b) In consideration of the Confidential Information supplied to it by the other party, each party agrees that it shall keep the other party’s Confidential Information confidential, not use such Confidential Information except for the Purpose and not disclose such Confidential Information to another person (and use all reasonable efforts to prevent any such disclosure) except as permitted in clause 3 of this Agreement.

2.5(c) Each party may disclose the Confidential Information of the other party:

i) to any of its and its Affiliates’ officers, employees, subcontractors and advisers (“Recipients”) to the extent that such disclosure is reasonably necessary for the Purpose, provided that before disclosure of any Confidential Information to any Recipient, the Receiving Party shall ensure that the Recipient is made aware of and complies with the Receiving Party’s obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement;

ii) with the prior written consent of the other party; or

iii) where disclosure is required by law, by a court of competent jurisdiction or by any regulatory body which regulates the conduct of the Receiving Party, provided that the Receiving Party shall give the Disclosing Party as much notice as is practicable of any such requirement and shall not disclose any more Confidential Information than is reasonably necessary in the circumstances.

2.5(d). This does not apply to Confidential Information which:

i) is in the public domain and was publicly available prior to the Receiving Party’s receipt thereof from the Disclosing Party;

ii) the Receiving Party can show was in its possession prior to disclosure by the Disclosing Party and which had not previously been obtained from the Disclosing Party or another person under an obligation of confidence to the Disclosing Party;

iii) the Receiving Party obtains from a person other than the Disclosing Party, other than in breach by such person of any obligation of confidence to the Disclosing Party; or

iv) is independently developed by the Receiving Party without the benefit of any Confidential Information of the Disclosing Party.

2.5(e) Each party acknowledges that breach by it of this Agreement will cause irreparable injury to other party, which injury will be inadequately compensatable in damages.

3. PAYMENT.

3.1 License Fees. In consideration for the licenses granted herein Licensee shall pay to ICTECT the license fees specified in Exhibit A unless otherwise set forth.

3.2 Payments. All fees are stated in, and shall be paid in U.S. Dollars. Unless otherwise specified, invoicing for all payments under this Agreement shall be issued upon execution of this agreement and deemed overdue 30 days after the date of ICTECT's issuance of said invoice.

3.3 Taxes. Contract price for this contract includes all applicable Federal, state and local taxes and duties.

4. WARRANTY AND SUPPORT.

4.1 Performance Warranty. For a period of 90 days following the date of conveyance of the initial Software, ICTECT warrants to Licensee that the Software shall perform in accordance with the documentation supplied by ICTECT with such software. ICTECT further warrants that all support will be provided in a professional and workmanlike manner. ICTECT's sole and exclusive obligations for breach of the foregoing warranty shall be to provide, at Licensee's option, either i) refund all fees paid by licensee under this contract; or ii) the error correction services described in Exhibit B, Section 2 and to otherwise commence reasonable efforts to fix performance issues. The foregoing warranty does not cover nonconformances due to Excluded Causes. ICTECT does not warrant that operation of the Software will be uninterrupted, secure, or error free, or that all errors will be corrected. ICTECT further does not warrant that the information stored or transmitted by the Software is free from unauthorized modification.

4.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, ICTECT AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

5. TERM AND TERMINATION.

5.1 Term. This Agreement shall commence upon the Effective Date and shall continue in force until terminated.

5.2 Effect of Termination. Upon termination of this Agreement, all license rights granted under this Agreement immediately terminate, except as expressly specified otherwise. The provisions of Sections 1, 2.3, 2.5, 3.3, 3.4, 4.2, 5.2, 6.2, 7, and 8 and Licensee's obligation to pay any owed prior to termination but unpaid amounts, shall survive the termination of this Agreement for any reason.

6. INDEMNITY. DELETED.

7. LIMITATIONS ON LIABILITY.

IN NO EVENT SHALL EITHER BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. ICTECT's LICENSORS ALSO SPECIFICALLY DISCLAIM DIRECT DAMAGES.

IN NO EVENT SHALL EITHER PARTY'S LIABILITY RELATED TO THIS AGREEMENT EXCEED THE LICENSE FEES UNDER SECTION 3.1 ACTUALLY PAID TO ICTECT OR THAT VALUE ACKNOWLEDGED BY LICENSEE.

8. ESCROW.

Subsequent to the Effective Date, ICTECT shall, at Licensee's own option and expense, enroll as a third party beneficiary of that certain Source Code Escrow Agreement by and between ICTECT and DSI Technology Escrow Services, Inc. and shall maintain such enrollment for so long as Licensee is current in its payment of Annual Support Fees to ICTECT and annual Escrow service fees to DSI Technology Escrow Services, Inc.

9. Rights for Marketing. During the term set forth in **Section 5** Licensee hereby grants to ICTECT the right to reference for the purpose of Marketing and Advertisement, the Licensee's business, commitment level and degree of customization governed by this agreement and any related Master Service Agreement executed between the referenced parties. **The Rights for Marketing are subject to GSAR 552.203-71.**

10. Governing Law. This Agreement will be governed by applicable Federal law (e.g., the Federal Tort Claims Act, 28 USC 1346(b); the Contract Disputes Act, 41 USC 7101 et seq; the Tucker Act, 28 USC 1346(a)(1)).

11. Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. Any attempted assignment or delegation in violation of the foregoing shall be void. The parties' rights and obligations will bind and inure to the benefit of their respective successors and permitted assigns.

12. Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

13. Force Majeure. If performance of this Agreement, or any obligation under this Agreement (other than the making of payments), is interfered with by any act or condition beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such condition.

14. Government Licensee. If Licensee is an agency, department, or other part of the United States Government, Licensee shall accept the additional terms specified in the U.S. Government Exhibit.

15. Independent Contractors. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture, or franchisor-franchisee relationship is intended or created by this Agreement.

14 Notice. Any notice required to be given by either Party to the other shall be in writing and shall be deemed delivered (a) upon actual delivery, (b) three (3) business days after deposit with the United States post office in registered or certified form, with return receipt requested, postage paid, (c) one (1)



business day after deposit with an overnight courier service, or (d) one (1) business day after facsimile transmission (provided an automated confirmation of transmission is received by the sender and a copy of the notice is contemporaneously sent via regular U.S. Mail); in each case, addressed to the notified Party at each of the following addresses and/or facsimile numbers:

LICENSEE:

(Contractual and administrative)

(Technical)

Facsimile: _____

Facsimile: _____

ICTECT:

(Contractual and administrative)

Pradeep Jain, President

ICTECT, INC.

2320 Renaissance Blvd #226

Sturtevant, WI 53177

Ph: 262-898-7277 x568

Fax: 262-995-7346

Either Party may change any address or facsimile number by a notice given in accordance with this section.

16. Third Party Beneficiary. ICTECT’s licensors are third party beneficiaries of provisions of the Agreement.

17. Entire Agreement and Amendment. This Agreement and the attached Exhibits (**which include the GSA Schedule 70 FCIS-JB-980001-B Refresh 29**) set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement shall control over any conflicting provisions of any Licensee purchase order or other similar business form, and such conflicting provisions are expressly rejected. In the event of any conflict between the Agreement and an Exhibit, the terms of the Exhibit shall control. This Agreement may be changed only by a writing signed by both parties.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

ICTECT, INC..

LICENSEE

By: _____

By: _____

(Signature)

(Signature)

Name: Pradeep Jain

Name: _____

(First and Last Name)

(First and Last Name)

Title: President

Title: _____

DATE: _____

DATE: _____



EXHIBIT A

INTELLIGENT CONTENT SOFTWARE LICENSE FEES AND CHARGES

1. Fees for Runtime Software in the Following Editions:

Licensee shall pay the following one-time fees to ICTECT for distribution of Runtime Software according to the following schedule for 1license(s):

Software Fees Total \$XXXX

3. Update and Upgrade Guaranty Fees.

If Licensee desires to receive Updates and Upgrades of the Development and Runtime Software, Licensee shall be required to pay ICTECT a yearly fee computed at 15% of list price for such Development and Runtime Software. The first year update fees have been negated based upon the above referenced terms. Subsequent annual fees may be optional and such fees shall be prepaid in advance of each anniversary date of the execution of this Agreement or alternative date specified in this Exhibit. ICTECT may charge Licensee a reinstatement fee to resume its status under the Updates program if Licensee does not continuously maintain such support.

Yearly Updates & Upgrades 1 set of licensed seats\$XXX



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PAMENT SCHEDULE

1. Any Extensions of this payment plan be based on mutual agreement of both parties.

EXHIBIT B

UPDATES AND WARRANTED SUPPORT

1. UPDATES AND UPGRADES.

During the periods of time for which Licensee has paid the applicable Updates and Upgrades Guaranty Fee for each update released during the term, ICTECT shall provide Licensee with one CD-ROM for each authorized licensed environment. Update releases of licensed Software will be distributed on a periodic basis and will incorporate necessary minor upgrades and corrections to the foundation Software

2. SUPPORT.

2.1 During the periods of time for which Licensee has paid the applicable Updates and Upgrade Guaranty fee, ICTECT shall provide Warranted Support to Licensee. "Warranted Support" means (a) correcting errors in the Software that cause the Software not to materially conform to the associated documentation, and (b) for technical support services above and beyond those contemplated under this agreement, and at a rate of \$6,000 for each block of 40 hours, of technical support for the Software's installation and operational use, as purchased pursuant to Exhibit A. ICTECT may decline Support requests due to Excluded Causes or ICTECT's inability to reproduce the error with unmodified ICTECT Software. If ICTECT solely takes on such requests, ICTECT's time shall be charged against Licensee's Support hour budget. ICTECT only supports: (a) the then-current version of the Software, and (b) the immediately preceding version for a period of 1 year following the release of the then-current version. Licensee acknowledges that ICTECT is not obligated to correct all errors in the Software.

2.2 ICTECT provides Support 8 a.m. to 8p.m. Central time, Monday through Friday, excluding New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day. Licensee may initiate Support by email (support@ICTECT.com), Fax: 262-995-7346 or Phone 262-898-7277. Licensee may request and receive Support only through the following 2 technical support contacts employed by Licensee: **Contact I name, email and phone; Contact II name, email and phone.**

Licensee may change its technical support contacts by notifying ICTECT, so long as such changes are not being made in a way that effectively increases the number of technical support contacts to more than 2. In submitting a Support request, Licensee shall provide as much information regarding the problem as possible, including detailed descriptions of the problem, results of any tests run by Licensee, and test cases (if available).

2.3 Upon receipt of a problem report from Licensee, ICTECT shall confer with the Licensee about the problem. ICTECT shall then use reasonable efforts to determine the cause of the problem and resolve the problem, including by providing a work around of the problem. ICTECT may set a reasonable timetable for taking these steps based upon ICTECT's evaluation of the severity of the problem, whether the problem affects critical functionality, and whether a work around of the problem exists.



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EXHIBIT C

System Requirements

Supported Operating Systems:

- Microsoft Windows 2000 XP, Vista or Windows 7

Software Requirements:

- Microsoft Word 2003, 2007 or 2010 Professional Edition
- Adobe Acrobat Reader (to access documentation)

Minimum Hardware Requirements:

- Pentium 2GHz processor
- 3 GB RAM
- 20 GB Hard disk space



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U.S. GOVERNMENT EXHIBIT

U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE

The Software and accompanying written materials are provided to the U.S. Government with Restricted Rights. Use, duplication, or disclosure of the Software by the Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at 48 C.F.R. § 252.227-7013 or in subparagraph (c)(2) of the Commercial Computer Software-Restricted Rights clause at 48 C.F.R. § 52.227-19, as applicable. The contractor/licensor is ICTECT Software.



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ICTECT PLEDGE IN SUPPORT OF GSA MISSION

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Pradeep Jain

President

Ictect, Inc.

262-898-7277 x568



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|-------------|----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

(4) This BPA does not obligate any funds.

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

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

| OFFICE | POINT OF CONTACT |
|--------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;



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

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

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



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CONTRACTOR TEAMING GUIDELINES

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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