



DBMS Consulting, Inc.

Contract Number: GS-35F-0437R

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

Special Item No. 132-32 Term Software Licenses

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 No. 132-32: TERM 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—which is categorized under a different SIN (132-34).

FSC CLASS 7030 INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software

Application Software

Electronic Commerce (EC) Software

Utility Software

- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

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

SPECIAL ITEM NUMBER (SIN) 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.

FPDS CODE	DESCRIPTION
D302	IT Systems Development Services.
D 306	IT Systems Analysis Services
D307	Automated Information Systems Design & Integration Services
D308	Programming Services.
D310	IT Back Up and Security Services
D311	IT Data Conversion Services
D316	IT Network Management and
D399	Other Information Technology Services, not elsewhere

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

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

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



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Period Covered by Contract: March 22, 2010 to March 21, 2015

General Services Administration

Federal Acquisition Service

Pricelist current through Modification # A215, dated 2/13/2012

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

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SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

DBMS CONSULTING, INC., 1173 SECOND AVENUE, STE A, PMB 181, NEW YORK, NY 10065-8239.

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Credit cards will be accepted for payments above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
1-860-983-5848

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

None

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **120926782**

Block 30: Type of Contractor -A **.Small Disadvantaged Business**

A. Small Disadvantaged Business

B. Other Small Business

C. Large Business

G. Other Nonprofit Organization

L. Foreign Contractor

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **52-2040428**

4a. CAGE Code: **3LZU4**

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)

132-32 Negotiated with Ordering Agency

132-51 Negotiated with Ordering Agency

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: **1.5% -10 days from receipt of invoice or date of acceptance, whichever is later.**
- b. Quantity: NONE
- c. Dollar Volume:
 - \$50,000-\$199,999=3%
 - \$200,000-\$399,999=6%
 - \$400,000-\$500,000=8%
- d. Government Educational Institutions: *Government Educational Institutions are offered the same discounts as all other Government customers.*
- e. Other: NONE

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Contractor is providing products and services to all 50 States, the District of Columbia and the Commonwealth of Puerto Rico.

10. SMALL REQUIREMENTS:

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

11. MAXIMUM ORDER

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is **\$500,000**:
 - Special Item Number 132-32 – Term Software License
 - Special Item Number 132-51 – Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16 GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) --referred to as open market items --to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

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

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

No _____

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): <http://www.clinicalserver.com>

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 TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1 INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

END USER LICENSE AGREEMENT

(Applies to all products under SIN 132-32)

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE PROCEEDING WITH USE

This End-User License Agreement ("EULA") is a legal agreement between you (the ordering entity) and DBMS Consulting, Inc. for the products identified above, which may include associated software components, media, printed materials, and "online" or electronic documentation ("PRODUCTS"). By installing, copying, or otherwise using the PRODUCTS, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and DBMS Consulting, Inc., (referred to as "licenser"), and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not use or copy the PRODUCTS.

The PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The PRODUCTS are licensed, not sold.

1. GRANT OF LICENSE

The PRODUCTS are licensed as follows—

(a) Installation and Use.

DBMS Consulting, Inc. grants you the right to install and use copies of the PRODUCTS on your computer systems and networks.

(b) Backup Copies.

You may also make copies of the PRODUCTS as may be necessary for backup and archival purposes.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

(a) Maintenance of Copyright Notices

You must not remove or alter any copyright notices on any and all copies of the PRODUCTS.

(b) Distribution

You may not distribute registered copies of the PRODUCTS to third parties.

(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly

Not Applicable.

(d) Rental

You may not rent, lease, or lend the PRODUCTS.

(e) Support Services

DBMS Consulting, Inc. may provide you with support services related to the PRODUCTS ("Support Services"). Any supplemental materials provided to you as part of the Support Services shall be considered part of the PRODUCTS and subject to the terms and conditions of this EULA.

Any product support for the PRODUCTS is provided to you by DBMS Consulting and is not provided by Oracle or its affiliates or subsidiaries.

(f) Compliance with Applicable Laws

You must comply with all applicable laws regarding use of the PRODUCTS.

(g) Derivative works

You may create derivative works based upon the electronic scripts or output provided by the PRODUCTS. You may NOT redistribute these derivative works to any third party.

3. TERMINATION

Without prejudice to any other rights, this EULA may be terminated only in accordance with the terms and conditions of the GSA Schedule contract and all applicable Federal regulations.

4. COPYRIGHT

All title, including but not limited to copyrights, in and to the PRODUCTS and any copies thereof are owned by DBMS Consulting, Inc. or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the PRODUCTS is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by DBMS Consulting, Inc.

5. NOT FAULT TOLERANT

The software products may contain technology that is not fault tolerant and is not designed, manufactured, or intended for use in environments or applications in which the failure of the software products could lead to death, personal injury, or severe physical, property or environmental damage.

6. NO WARRANTIES

Any warranties, liability for damages and remedies, if any, are provided solely by DBMS Consulting, Inc. and not by Oracle or its affiliates or subsidiaries.

DBMS Consulting, Inc. expressly disclaims any warranty or representation to Authorized Users or to any third party.

7. LIMITATION OF LIABILITY

In no event shall DBMS Consulting, Inc. be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the PRODUCTS, even if DBMS Consulting, Inc. has been advised of the possibility of such damages. In no event will DBMS Consulting, Inc. be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. DBMS Consulting, Inc. shall have no liability with respect to the content of the PRODUCTS or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

8. FOR US GOVERNMENT END USERS

The PRODUCTS are “commercial item[s]” as defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation”. With respect to use by the U.S. Government, the following apply:

- (i) GSA Supply Schedule Acquisitions. For government acquisitions through a GSA Supply Schedule contract, use, reproduction, and disclosure of the Software are subject to restrictions set forth (in March 2002) in ¶ 8 of GSA’s “Terms and Conditions Applicable to [SINs] 132-32 [...], 132-33 [...] and 132-34”.
- (ii) FAR Acquisitions. For government acquisitions under the authority of Federal Acquisition Regulation ("FAR") Part 12, the rights of use, reproduction, and disclosure are only as stated in Sections 3 and 4 of this License.
- (iii) DOD Acquisitions. For government acquisitions by the Department of Defense, the rights of use, reproduction, and disclosure are only as stated in Section 3 and 4 of this License, per DFARS 227.7202-3(a).
- (iv) RESTRICTED RIGHTS NOTICE (JUN 1987). For all other government purchases or acquisitions, the Software is provided with restricted rights under FAR 52.227-14 Alt. III. It may not be used, reproduced, or disclosed except as provided in paragraph (b) of FAR 52.227-14 Alt. II.

3. 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.

DBMS Consulting, Inc. warrants that the products are free from defects in workmanship for a period of **90 days** following acceptance of the government. DBMS Consulting, Inc. does not warrant the suitability or applicability of any of the Products or software DBMS Consulting, Inc. does not warrant that the operating systems, libraries, databases, database management systems, utility software, installation routines, scripts, or other products delivered with the products not published by DBMS Consulting, Inc. are either free from defect or suitable for use with DBMS Consulting, Inc.'s products; such third party products are either to be supplied by the government, or are warranted by their respective publishers, even if sold by DBMS Consulting, Inc. to the government. Warranty defects must be reported by the ordering activity to DBMS Consulting, Inc. within **90 calendar days of acceptance**.

- 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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number +1-888-737-8819 (choose option for technical support)_for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00AM EST to 5:00PM EST.

5. SOFTWARE MAINTENANCE

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

 X 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.

 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.

6. PERIODS OF TERM LICENSES (SIN 132-32)

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 70% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 24 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS—(SIN 132-32)

- 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.

10. SOFTWARE CONVERSIONS - (SIN 132-32)

No conversion credit will be given for changes to server operating systems or changes in application versions of any software being tested by PRODUCT. Conversion of end user client operating systems is included in the same term license without additional cost.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

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

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT 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 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract.

For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Incorporated in 1997, DBMS Consulting, Inc., is a minority owned Computer Company with Sunil G. Singh as its founder and CEO. DBMS Consulting is Oracle's strategic partner for all Oracle Life Science (OLS) related implementation services in Asia Pacific Region. Headquartered in New York City, DBMS Consulting, Inc., has offices in India, China, Singapore and Hong Kong. In 2008, Oracle awarded the prestigious Partner of the Year Award to DBMS Consulting for its rapid client base expansion in India.

DBMS Consulting has earned global reputation for its leadership, expertise and standards of excellence in providing enhanced technology solutions and also resolving complex, technical and functional issues with OLS Applications: its implementation; deployment; installation; configuration; validation, training and customization. The scope of DBMS Consulting's expertise and skills/mix also includes applications of other Oracle products and its components such as: Oracle Clinical (OC); Thesaurus Management System (TMS); Remote Data Capture (RDC) and also SIEBEL Clinical Management System for various Fortune 500 Pharmaceutical and Biotechnology companies, Contract Research Organizations (CROs), Medical Device entities and several Academic and Government Institutions.

Over the years, DBMS Consulting has proposed and disseminated solutions and recommendations in its propriety papers and numerous presentations it gave at Oracle Clinical User Group (OCUG) annual conferences to address systemic problems and issues it identified facing the industry. DBMS is also a partner with the World Health Organization, Uppsala Monitoring Center (WHOUMC) and is responsible for providing guidance and testing for implementing their dictionaries.

DBMS Consulting clientele includes Accenture Life Sciences, Allergan, Amgen, Baxter Global Health Care, Biogen Idec, Bristol Myers Squibb, Cancer International Research Group (CIRG), Covance, Ingenix, Jackson State University, Medarex, Medtronic Neurological, Novartis, Sarah Cannon Research Institute (SCRI), SIRO Clinical Pharma, Teva, and University of Pennsylvania, et al.

Oracle Graphical Architectures Applications.

Oracle Pharmaceutical Graphical Architecture Applications 4.6.5 Three-Tier Configuration.

Oracle Pharmaceutical Graphical Architecture Applications 4.6.4 Three-Tier Configuration.

Oracle Pharmaceutical Graphical Architecture Applications 4.6.2 Three-Tier Configuration.

Oracle Pharmaceutical Graphical Architecture Applications 4.6.0, TMS 4.6.1 Three-Tier Configuration.

Oracle Pharmaceutical Graphical Architecture Applications 4.5.3 Three-Tier Configuration.

Oracle Clinical / RDC 4.5.1 / TMS 4.5.2-3 Tier Configuration.

Oracle Clinical 4.0.3.1 and TMS 4.0.6.3 Tier Configuration

Oracle Clinical 4.0.3 and TMS 4.0.5 Citrix 4 Tier Architecture

Oracle Clinical 4.0.3 TMS 4.0.5 Intranet and Internet RDC 4.0.3-3 Tier Architecture

RDC 4.3.0 Stand-Alone Internet Architecture.

Remote SAS Configuration for OC 4.0.3

Oracle Clinical 4.0.3 and TMS 4.0.5, 3-Tier Configuration
TMS 4.0.5 Stand-Alone 3-Tier Configuration
Oracle Clinical 4.0.2 and TMS 4.0.3 Citrix 4-Tier Architecture
Oracle Clinical 4.0.2, TMS 4.0.3, Intranet and Internet RDC 4.0.2, 3-Tier Architecture
RDC 4.0.2 Stand-Alone Internet Architecture
Remote SAS Configuration for OC 4.0.2
Oracle Clinical 4.0.2 and TMS 4.0.3, 3-Tier Configuration
Siebel Clinical 8.1 3-Tier Configuration

STRATEGIC PLANNING

Provide Detailed Management Consulting; Process Re-Engineering Support and Strategic Direction, Guidance and Insights into solving complex issues and difficult technical problems for OPA customers. Address key concerns OPA customers have:

- How do we justify costs for OLS Implementation?
- How do we measure ROI when implementing OLS?

DBMS Consulting developed a set of key metrics including Medical Coding Metrics for legacy systems to measure costs; compare Data Entry; Data Management; Time for Reporting & Submission and ROI quantitatively and also, intangible factors.

What process re-engineering is required to deploy an EDC/RDC solution?
DBMS Consulting developed a 16-process step for deploying and implementing RDC.

OLS IMPLEMENTATION

On-site and Off-site installation, Configuration Validation and Training of OLS and Migration from previous versions on all platforms; Global Strategic Consulting for worldwide OC and TMS Implementations requiring Symmetric Replication and/or Citrix access;
Migration and Long-Term Implementation/Maintenance of OLS;
MedDRA, WHODRUG, WHOART, COSTART and any legacy dictionary pre-loading and fast-loading into TMS 4.5/4.6; Development and Implementation of any auto encoding algorithm in TMS; Implementation of any VPN, SSL, https secure configuration of RDC.

ONE-STEP SOLUTION FOR OLS IMPLEMENTATION

12 years of OLS experience into one step affordable solution.
Pre-configured, pre-validated industry regulatory compliant with 21 CFR Part 11.
Cost effective.
Implementation duration lessened from 4-6 months to 1-2 months.
Full Validation and Standard Operating Procedures (SOP) materials.
User/Administrative Training for the knowledge transfer.

OLS SUPPORT SERVICES AND OPA SUPPORT OUTSOURCING SERVICES

CROs, which demand real time support but could not afford on-site consulting services. Medical Device Co. which needs assistance for on-line OPA support & ad-hoc SQL reporting. Large Pharmas with broadband VPN access that provide laptops for connectivity into their environments where on-site support staff may be unavailable. Large Biotech companies, which need both Oracle DBA and Oracle OPA support. Asian based Pharmaceuticals and Government Institutions, which have limited OPA support.

Remote development services for any OPA application

Study Design & Development

RDC Graphical and Classic Mode Pilot Studies
Legacy or Paper Based Studies migrated to OC/TMS/RDC
Validation/Derivation Procedure and Development
DX View Configuration and Testing
TMS Dictionary Loading and Domain Configuration
Global Oracle ERP and CRM apps implementation & migration
Conversion of existing financial client/server applications to low bandwidth Java applications with J/band.
Integration of Java applets with legacy back-office trading systems.
On-site and remote ERP and CRM apps technical administrator training.
Validated checklists for Apps11i and crm 3i installs. migrate existing legacy financial applications into Oracle Apps 11i.
Reduce network bandwidth use by converting legacy client/server financial applications to a Java-based infrastructure using J/band.
Upgrade any existing 10.7 sc, 10.7 Sca and 11.0 X apps installations despite many customizations exist.
Validation services and materials for OPA (OHS) Suite, including OC; TMS; RDC; AERS, Argus, and Siebel Clinical
Standard and complex custom development for OLS (menu roles, DCFs to integration with other legacy systems)
TMS autoencoding development from standard to complex research objects and external system integration
Flat rate customized functional and technical OLS training.
Partnership with WHO-UMC to develop certified loading and update scripts for all WHO dictionaries for TMS et al.
OLS Hosting and Outsourcing

LABOR CATEGORY POSITION DESCRIPTIONS

1. COMMERCIAL JOB TITLE: SENIOR ORACLE APPLICATIONS SPECIALIST

Minimum/General Experience:

Must have Five (5) or greater years of functional and technical experience, which applies to the Oracle Pharmaceutical Applications (OPA), Oracle Life Sciences (OLS) or Oracle Applications E-Business Suite ERP and CRM solutions related to OLS.

Functional Responsibility:

Advise customers of strategic direction, best practices and most efficient uses of the Oracle Applications. Provide on-site and remote guidance on complex implementation, migration, administration, integration and customization issues, which cannot be resolved through the use of normal Oracle Metalink Support channels. Ability to maintain, administer, configure, demonstrate and use any OPA module including Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Proficiency in Siebel architecture, implementation and deployment also required. Present solutions to customers, work in customer implementation teams, train internal customer resources, and provide any required documentation. Provide guidance on validation issues and 21 CFR Part 11 compliance.

Minimum Education:

A Bachelor's Degree in Computer Science, Information Systems, Engineering, Mathematics, Business, or other related technical discipline. With more than seven (7) years experience of which, five (5) is specialized, a degree is not required.

2. COMMERCIAL JOB TITLE: JUNIOR ORACLE APPLICATIONS SPECIALIST

Minimum/General Experience:

Two (2) years or greater years of functional experience, which applies to the Oracle Pharmaceutical Applications (OPA), Oracle Life Sciences (OLS) or Oracle Applications E-Business Suite ERP and CRM Solutions related to OLS.

Functional Responsibility:

Provide on-site and remote guidance on basic implementation, migration, administration, integration and customization issues, which cannot be resolved through the use of normal Oracle Metalink Support channels. Ability to use one of the following OPA modules: Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Provide specific assistance with application functionality, work in customer implementation teams, train internal customer resources, and provide high-level documentation.

Minimum Education:

A Bachelor's Degree in Computer Science, Information Systems, Engineering, Mathematics, Business, or other related technical discipline.

3. COMMERCIAL JOB TITLE: SENIOR ORACLE APPLICATIONS CONSULTANT

Minimum/General Experience:

Five (5) years or more, of functional experience, which applies to the Oracle Pharmaceutical Applications (OPA), Oracle Life Sciences (OLS) or Oracle Applications E-Business Suite ERP and CRM Solutions related to OLS.

Functional Responsibility:

Provide guidance for Oracle project design and implementation and also, development of sophisticated software programs. Manage and guide, on-site and remote, migration, administration, integration and customization issues, which cannot be resolved through the use of normal Oracle Metalink Support channels. Demonstrate ability to use the following OPA modules: Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Render specific assistance with application functionality and work in customer implementation teams, train internal customer resources and provide high-level documentation.

Minimum Education:

A Bachelor's Degree in Computer Science, Information Systems, Engineering, and Mathematics, Business, or other related technical discipline.

4. COMMERCIAL JOB TITLE: JUNIOR ORACLE APPLICATIONS CONSULTANT

Minimum/General Experience:

Two (2) years or greater years of functional experience, which applies to the Oracle Pharmaceutical Applications (OPA), Oracle Life Sciences (OLS) or Oracle Applications E-Business Suite ERP and CRM Solutions related to OLS.

Functional Responsibility:

Provide on-site and remote guidance on basic implementation, migration, administration, integration and customization issues, which cannot be resolved through the use of normal Oracle Metalink Support channels. Ability to use one of the following OPA modules: Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Provide specific assistance with application functionality, work in customer implementation terms, train internal customer resources, and provide high-level documentation.

Minimum Education:

A Bachelor's Degree in computer Science, Information systems, Engineering, Business or other related technical discipline.

5. COMMERCIAL JOB TITLE: SENIOR ORACLE APPLICATIONS DEVELOPER

Minimum/General Experience:

Five (5) years or more of technical and functional experience, which applies to TMS Dictionary Loading, PL/SQL Development, Validation/Derivation Procedures and customizations using any available APIs for Oracle Pharmaceutical Applications (OPA), Oracle Life Sciences or Oracle Applications E-Business Suite ERP and CRM solutions related to Oracle Life Sciences, Siebel Architecture, Development and Analytics. Specialized experience also includes supervision of mid-level developers, use of structured analysis and design methodologies, technical architecture knowledge of information systems and state-of-the-art Oracle Software Development and related third party tools.

Functional Responsibility:

Design and develop customization for any Oracle Applications product related to Life Sciences using the Oracle provided Application Programming Interfaces (APIs). Advise customers of strategic direction and most efficient designs and uses for customizations and integration of the Oracle Applications. Provide guidance on complex implementation, migration, administration, integration and customization issues, which cannot be resolved through the use of normal Oracle Metalink Support channels. Ability to develop integration modules and customization for any OPA module including Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Present solutions to customers, work in customer implementation teams, train internal customer resources, and provide any required documentation. Provide guidance on validation issues and 21 CFR Part 11 compliance.

Minimum Education:

A Bachelor's Degree in Computer Science, Information Systems, Engineering, and Mathematics, Business, or other related technical discipline. With more than seven (7) years experience, of which, five (5) is specialized, a degree is not required.

6. COMMERCIAL JOB TITLE: JUNIOR ORACLE APPLICATIONS DEVELOPER

Minimum/General Experience:

Two (2) years or greater of technical and functional experience, which applies to TMS Dictionary Loading, PL/SQL Development, Validation/Derivation Procedures and customizations using any available APIs for Oracle Pharmaceutical Applications (OPA), Oracle Life Sciences or Oracle Applications E-Business Suite ERP and CRM solutions related to Oracle Life Sciences. Demonstrated proficiency in Oracle Software development.

Functional Responsibility:

Design and develop customization for any Oracle Applications product related to Life Sciences using Oracle provided Application Programming Interfaces (APIs). Advise customers of strategic direction and most efficient designs and uses for customizations and integration of the Oracle Applications. Provide guidance on complex implementation, migration, administration, integration and customization issues, which cannot be resolved through the use of normal Oracle Metalink Support channels. Ability to develop integration modules and customization for any one of OPA module;

Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Present solutions to customers, work in customer implementation teams, train internal customer resources, and provide any required documentation. Provide guidance on validation issues and 21 CFR Part 11 compliance.

Minimum Education:

A Bachelor's Degree in Computer Science, Information systems, Engineering, Mathematics, Business or other related technical discipline.

7. COMMERCIAL JOB TITLE: SENIOR ORACLE DATABASE ADMINISTRATOR

Minimum/General Experience:

Five (5) or greater years of technical and functional experience managing the development, implementation, and maintenance of database applications, especially the Oracle RDBMS with all of the following applications running: Oracle Pharmaceutical Applications (OPA) and its components, Oracle Applications E-Business Suite ERP and CRM solutions related to Oracle Life Sciences, Documentum, Impact, and e-Loader.

Functional Responsibility:

Monitors existing database applications and makes recommendations for improvements. Manage, Develop, Administer and Configure all the basic aspects of the Oracle RDBMS from the OS level to the Application level. Possess insight into the integration of the core oracle RDBMS functions with the application level configuration and functions for all of the following modules: OPA modules including Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Provide basic maintenance on the Oracle RDBMS including migrations, upgrades, user management, security administration and access back-up and recovery, license management, patch installation and maintenance, change control and change management documentation and logs.

Minimum Education:

A Bachelor's Degree in Computer Science, Information Systems, Engineering, and Mathematics, Business or other related technical discipline. With five (5) or more years of specialized experience, a degree is not required.

8. COMMERCIAL JOB TITLE: JUNIOR ORACLE DATABASE ADMINISTRATOR

Minimum/General Experience:

Two (2) or greater years of technical and functional experience managing, developing and administering the Oracle RDBMS with one or more of the following applications running: Oracle Pharmaceutical Applications (OPA) and its components, Oracle Applications E-Business Suite ERP and CRM solutions related to Oracle Life Sciences, Documentum, Impact, and e-Loader.

Functional Responsibility:

Administer and configure all the basic aspects of the Oracle RDBMS from the OS level to the Application level. Possess in insight into the integration of the core oracle RDBMS functions with the application level configuration and functions for one of the following modules: OPA modules including Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Perform basic maintenance on the Oracle RDBMS including migrations, upgrades, user management, security administration and access back-up and recovery, license management, patch installation and maintenance, change control and change management documentation and logs.

Minimum Education:

A Bachelor's Degree in Computer Science, Information Systems, Engineering, and Mathematics, Business or other related technical discipline.

9. COMMERCIAL JOB TITLE: SENIOR QUALITY ASSURANCE ANALYST

Minimum/General Experience:

Five (5) or greater years of experience in the validation/software testing, evaluation and reviews for improvements in Quality Assurance and Quality Control of Oracle Pharmaceutical Applications (OPA) and its components, Oracle Applications E-Business Suite ERP; CRM solutions related to Oracle Life Sciences, Documentum, Impact and e-Loader.

Functional Responsibility:

Create and lead the development of validation/software testing documentation, including:

- documentation for functional requirements
- user requirements
- system test plans
- functional test cases
- user acceptance criteria
- system configuration
- change control procedures and Standard Operating Procedures (SOPs)

for all of the following modules:

- OPA modules including Oracle Clinical (OC)
- Thesaurus Management Systems (TMS)
- Remote Data Capture (RDC)
- Adverse Events Reporting System (AERS)
- Argus Safety
- LSH
- Siebel Clinical
- Oracle Process Manufacturing (OPM); and Oracle Healthcare Transaction Base (HTB)
- Documentum, Impact and e-Loader.

Provide detailed guidance on validation issues and 21 CFR Part 11 compliance as related to all of these applications. Assist customers with internal and US FDA Systems audit inquiries and remediation of findings.

Minimum Education:

A Bachelor's Degree in Computer Science, Information Systems, Engineering, and Mathematics, Business, or other related technical discipline. With more than seven (7) years experience of which, five (5) is specialized, a degree is not required.

10. COMMERCIAL JOB TITLE: JUNIOR QUALITY ASSURANCE ANALYST

Minimum/General Experience:

Two (2) or greater years of experience in the validation/software testing of the Oracle Pharmaceutical Applications (OPA) and its components; Oracle Applications E-Business Suite ERP and CRM solutions related to Oracle Life Sciences; Documentum; Impact and e-Loader.

Functional Responsibility:

Create with minimum supervision, validation/software testing documentation, including documentation for functional requirements; user requirements; system test plans; functional test cases; user acceptance criteria; system configuration; change control procedures and Standard Operating Procedure (SOPs) for any one (1) of the following modules: OPA modules including Oracle Clinical (OC), Thesaurus Management System (TMS), Remote Data Capture (RDC), Adverse Events Reporting System (AERS), Argus, Siebel Clinical, LSH, Oracle Process Manufacturing (OPM), and Oracle Healthcare Transition Base (HTB). Provide general guidance on validation issues and 21 CFR Part 11 compliance as related to all of these applications. Assist customers with internal and US FDA Systems audit inquiries.

Minimum Education:

A Bachelor's Degree in Computer Science, Information Systems, Engineering, and Mathematics, Business, or other related technical discipline.

GSA PRICE LIST
SUMMARY FOR 2012: SIN 132-32

Manufacturer Chart: DBMS Consulting, Inc.

May 16, 2012

SIN	Product Name	MFR Part Number	Product Description	GSA Price with IFF	Warranty	Country of Origin
132-32	License for Oracle Clinical, Remote Data Capture, Thesaurus Management System validation scripts version 4.6.4 (including derivative works)	OC464-LIC	License for Oracle clinical validation script to create derivative works for OC/RDC 4.6.4 scripts from MS-Word documents (includes code allowing creation of customized the scripts locally)	\$24,542.70	90 days	United States

SUMMARY FOR 2012: SIN 132-51

LABOR CATEGORY	2012 Hourly Rate 3/22/12 — 3/21/13	2013 Hourly Rate 3/22/13 — 3/21/14	2014 Hourly Rate 3/22/14 — 3/21/15
Senior Oracle Applications Specialist	\$198.55	\$201.52	\$204.54
Junior Oracle Applications Specialist	\$169.43	\$171.97	\$174.54
Senior Oracle Applications Consultant	\$169.43	\$171.97	\$174.54
Junior Oracle Applications Consultant	\$141.83	\$143.95	\$146.10
Senior Oracle Applications Developer	\$169.43	\$171.97	\$174.54
Junior Oracle Applications Developer	\$141.83	\$143.95	\$146.10
Senior Oracle Database Administrator	\$169.43	\$171.97	\$174.54
Junior Oracle Database Administrator	\$141.83	\$143.95	\$146.10
Senior Quality Assurance Analyst	\$141.83	\$143.95	\$146.10
Junior Quality Assurance Analyst	\$113.46	\$115.16	\$116.88

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

DBMS Consulting, 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 demonstrates 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.

Point of Contact (POC): **Sunil G. Singh**

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Fax: +1-212-208-4618

email: singh@clinicalserver.com



Signed: Sunil G. Singh, CEO, DBMS Consulting, Inc.

Dated: June 14, 2012