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Information Technology Schedule Pricelist



*Through Modification No. PA-0049,
effective December 2, 2013*

**AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

SIN 132-32 TERM SOFTWARE LICENSES

FSC Class 7030 INFORMATION TECHNOLOGY SOFTWARE

Large Scale and Microcomputers

- Application Software
- Communications 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>.



Ezenia! Inc.
3309 56th St. NW
Suite 109
Gig Harbor, WA
253-509-7850
www.ezenia.com

Contract Number: GS-35F-0475P

Period Covered By Contract: APRIL 23, 2004 THROUGH APRIL 23, 2014

Pricelist current through Modification No. PA-0049, dated December 2, 2013.

**General Services Administration
Federal Acquisition Service**

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

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CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
132-32	Term Software Licenses

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: **N/A**
(Government net price + IFF based on a unit of one)

1c. HOURLY RATES: **N/A**

2. MAXIMUM ORDER*:

Special Item Number 132-32 - Term Software Licenses - \$500,000

3. MINIMUM ORDER: **\$100**

4. GEOGRAPHIC COVERAGE: **Domestic Delivery Only**

5. POINT(S) OF PRODUCTION:

Ezenia! Inc.
3309 NW 56th St. Professional Plaza, Suite 109
Gig Harbor, WA 98335

6. DISCOUNT FROM LIST PRICES: **Prices shown herein are Net (discounts deducted).**

7. QUANTITY DISCOUNT: **N/A**

8. PROMPT PAYMENT TERMS: **Net 30**

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: **N/A**

11a. TIME OF DELIVERY:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	30 Days

11b. EXPEDITED DELIVERY: **N/A**

11c. OVERNIGHT AND 2-DAY DELIVERY: **N/A**

- 11d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. FOB POINT: **Destination**
- 13a. ORDERING ADDRESS:
Ezenia! Inc.
Attn: Order Administration
3309 NW 56th St. Professional Plaza, Suite 109
Gig Harbor, WA 98335
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
14. PAYMENT ADDRESS:
Ezenia Finance Office
401 Main Street, Suite 205
Salem, NH 03079
15. WARRANTY PROVISION: **SEE SIN specific Terms and Conditions**
16. EXPORT PACKING CHARGES: **N/A**
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: **N/A**
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): **N/A**
19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): **N/A**
20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): **N/A**
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): **N/A**
21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): **N/A**
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): **N/A**
23. PREVENTIVE MAINTENANCE (IF APPLICABLE): **N/A**
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): **N/A**
- 24b. Section 508 Compliance for EIT: **N/A**
25. DUNS NUMBER: **780404067**

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: **Registration valid.**



TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM 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) 30 days within receipt of software product; 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 warranty in effect at the time of software shipment will apply to this contract. Warranty shall be limited to repair or replacement, at the Contractor's option, of any defective part or portion of the software, provided, however, that the Contractor shall have received from the ordering activity written notice of such defect, specifying the nature thereof, within 30 days after delivery.
- 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:

- a. Provided the ordering activity's System Administrator has completed the 5 day InfoWorkSpace Installation course, the Contractor, without additional charge to the ordering activity, shall provide (for the System Administrator only) a hotline technical support number (866) 269-0532, 8 a.m. to 5 p.m. MST, excluding Contractor holidays, for the purpose of providing assistance and guidance in the implementation of the software.
- b. During the current license period, Contractor agrees to provide bug fixes, maintenance releases, updates and upgrades to the ordering activity free of charge, if available during the current license period.

4. PERIODS OF TERM LICENSES (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 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, the period of the term licenses 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 orders citing the new appropriation shall be required, if the term licenses 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 license is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

5. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:

Term software provided under the scope of this contract cannot be converted to perpetual license software.

6. TERM LICENSE CESSATION:

Term software provided under the scope of this contract cannot be converted to perpetual license software.

7. UTILIZATION LIMITATIONS (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 server, by site and by ordering activity. An ordering activity is defined as a cabinet level or independent agency. 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 ordering activities 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 ordering activities 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.

- c. **GRANT OF LICENSE AND LICENSE FEE.** Commercial computer software and/or commercial computer software documentation is offered by the Contractor under licenses customarily provided to the public. The Contractor does not furnish technical information related to commercial computer software (or commercial computer software documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software (or commercial computer software documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

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

Licensor hereby grants to Licensee, and Licensee hereby accepts, only for the Term as defined, a personal, nonexclusive, nontransferable license to use the InfoWorkSpace Software Package, only for Licensee's internal data processing purposes and only by the number of concurrent users and on the number of servers for which Licensee has paid the applicable license fee. For purposes of this Agreement, "to use" the InfoWorkSpace Software Package shall mean (a) to copy the object code of the InfoWorkSpace Software into a hard disc drive or the memory of a CPU, (b) to copy the InfoWorkSpace Software in machine-readable form onto storage media for back-up and/or archival purposes, and (c) to utilize related materials of the InfoWorkSpace Software in support of processing operations. Under no circumstances shall the InfoWorkSpace Software be rented, leased or used at any time for timesharing, service bureau or similar applications or purposes. No other, further or different license and no right to sublicense others to use the InfoWorkSpace Software or any part thereof is hereby granted or implied, and all rights and licenses not expressly granted to Licensee hereunder shall be reserved to Licensor. Licensee understands and agrees that the license granted to Licensee under this Agreement does not confer on Licensee title to, or ownership of, InfoWorkSpace Software or any part thereof, or any other part of the InfoWorkSpace Software Package. All proprietary rights in the InfoWorkSpace Software Package, whether created by statute or arising at common law or in equity, shall remain at all times in Licensor and its licensors. Licensee further agrees that any use of the InfoWorkSpace Software Package beyond the express scope of the licenses granted to Licensee under this Agreement shall constitute a breach of this Agreement as well as infringement or misappropriation of Licensor's intellectual property or other proprietary rights in the InfoWorkSpace Software Package.

8. SOFTWARE CONVERSIONS (132-32):

Software conversions are not available under the scope of this contract.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

All equipment compatibility or supported hardware functions applicable to Contractor's products are set forth in the Contractor's published literature or manuals supplied with the Products. For all additional information concerning supported hardware or compatibility requirements the ordering activity is advised to contact the Contractor prior to purchase.

10. RIGHT-TO-COPY PRICING:

Right to copy is limited to copying the InfoWorkSpace Software in machine-readable form onto storage media for back-up and/or archival purposes.

DESCRIPTIVE INFORMATION RELATING TO SOFTWARE

SOFTWARE

Proven in the U.S. Federal Market, InfoWorkSpace is a suite of collaborative tools that enable a company's workforce to chat instantly, share applications, work and participate in virtual meetings, in real-time, regardless of location.

Product Components:

Virtual WorkSpace – A customizable virtual work environment organized into building, floors and rooms, filled with the tools needed to collaborate.

Key Benefits:

Security and Reliability – Encrypted communications and digital certificate authentication ensure that your collaborative sessions are secure.

- The only tool approved by many agencies for fielding in the nation's most secure Government networks.
- Approved by the Department of Defense Internet Information Systems (DODIIS) Management Board for deployment in the nation's most secure Intelligence networks.
- The tool of choice in the U.S. Air Force and U.S. Army command and control systems.
- Leverages security methods in use by enterprises such as SSL, Digital Certificates, Public Key Infrastructure, username/password access and object-level security to protect the online experience. (Object level security enables object owners or system administrators to configure rooms, floors, or building with an enhanced locking capability where users do not have visibility into areas that he/she has no access.)

Increase Productivity – Combine ideas, develop presentations, work with graphics, text and multimedia applications within a secure virtual workspace.

- Equipped with the tools needed to get questions answered and solutions developed quickly.
- Customizable tool set available in each Virtual WorkSpace room. Administrators are able to add/remove buttons from a toolset that includes: a file cabinet, video, polling, Whiteboard, text tool, application shared viewing, and any Web-based or Java-based plug in or application.

Leverage Corporate Knowledge & Work More Effectively – Find experts and collaborate in real-time with a robust set of on-line tools.

- Enables dispersed knowledge workers to easily find people and connect.
- Includes non-persistent instant messaging capability. LaunchPad enables users to chat and quickly view any document, image, or application similar to a hallway conversation.
- Includes persistent Virtual WorkSpace for a more structured meeting and/or a more comprehensive review of material. Users can easily find and invite team members to a persistent virtual workspace room, which offers advanced tools such as bulletin board, polling capability, file cabinet, and much more...

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

1. PREAMBLE:

Contractor provides commercial products and services to the 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.

2. COMMITMENT:

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- d. 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.
- e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- g. 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 the Contractor.



SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

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/PART NUMBER

* SPECIAL BPA DISCOUNT/PRICE

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.

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

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

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.



EZENIA! INC. AUTHORIZED GSA PRICELIST

Product Name	Part Number	Product Description	SIN	GSA Price
InfoWorkSpace Server Kits for NEW Server(s)				
Server Kit	51020	InfoWorkSpace Server Kit - NEW. Kit includes software, documentation, 1 year support, which includes software updates, email and phone technical support. Must be ordered in conjunction with concurrent user licenses (51040, 51042). Annual price for each kit is based on a server that has one or two (1 or 2) CPU Sockets.	132-32	\$2,000
InfoWorkSpace Server Kits	51021	InfoWorkSpace Server Kit - RENEWAL. Kit includes software, documentation, 1 year support, which includes software updates, email and phone technical support. Must be ordered in conjunction with concurrent user licenses (51042, 51045). Annual price for each kit is based on a server that has one or two (1 or 2) CPU Sockets	132-32	\$300
InfoWorkSpace Concurrent User Licenses				
Executive User License	51040	Concurrent InfoWorkSpace User License - NEW (includes 1 InfoWorkSpace, 1 Conference Center and 6 LaunchPad). This is a subscription license, renewable annually. Includes 1 year support. Price is per concurrent user, per year. 25 concurrent users minimum per initial server purchase. No minimum required for additional concurrent users. (Volume discounts available upon request)	132-32	\$474
InfoWorkSpace Concurrent User Licenses	51045	Concurrent InfoWorkSpace User License - RENEWAL (includes 1 InfoWorkSpace, 1 Conference Center and 6 LaunchPad). This is a subscription license, renewable annually. Includes 1 year support. Price is per concurrent user, per year (\$456=\$38/month/user). 25 concurrent users minimum per initial server purchase. No minimum required for additional concurrent users. (Volume discounts available upon request)	132-32	\$430