



U.S. General Services Administration



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <http://www.gsaadvantage.gov>*

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT  
SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE, AND SERVICES  
FSC GROUP: 70**

**CONTRACT NUMBER:  
GS-35F-0481W**

**PERIOD COVERED BY CONTRACT:  
June 9, 2015 through June 8, 2020**

**D2L Corporation  
151 Charles St W Suite 400  
Kitchener, ON N2G 1H6, Canada  
Phone: 519-772-0325  
Fax: 519-772-0324  
[www.d2l.com](http://www.d2l.com)**

Contractor's Administration Source: **mona.vosberg@d2l.com**

General Services Administration  
Management Services Center Acquisition Division

Modification #**PA-0029**, dated **April 07, 2015**  
Business Size: **Large**  
DUNS: **202018573**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

**GSA AWARDED TERMS AND CONDITIONS  
D2L CORPORATION**

- 1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**  
SIN 132-32 Term Software Licenses  
SIN 132-34 Maintenance of Software as a Service  
SIN 132-51 IT Professional Services  
SIN 132-52 Electronic Commerce (EC) Services
- 1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** See attached Pricelist
- 1c. **HOURLY RATES (Services Only):** See attached Pricelist
2. **MAXIMUM ORDER\*:**

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

SIN 132-32 – Term Software Licenses  
SIN 132-34 - Maintenance of Software as a Service  
SIN 132-51 – IT Professional Services  
SIN 132-52 – Electronic Commerce (EC) Services

\*If the “best value” selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MINIMUM ORDER:** \$100
4. **GEOGRAPHIC COVERAGE:** Domestic and Overseas
5. **POINT(S) OF PRODUCTION:** Canada
6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached Pricelist
7. **QUANTITY DISCOUNT(S):** None
8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days
- 9a. Government purchase cards *are accepted* at or below the micro-purchase threshold
- 9b. Government purchase cards *are not accepted* above the micro-purchase threshold
10. **FOREIGN ITEMS:** Yes
- 11a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SIN: 132-32; As Negotiated per Task Order  
SIN: 132-34; As Negotiated per Task Order  
SIN: 132-51; As Negotiated per Task Order  
SIN: 132-52; As Negotiated per Task Order

- 11b. **EXPEDITED DELIVERY:** Contact D2L
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact D2L
- 11d. **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.
12. **FOB POINT:** Destination
- 13a. **ORDERING ADDRESS:**  
D2L Corporation  
151 Charles St W Suite 400  
Kitchener, ON N2G 1H6  
Canada
- 13b. **ORDERING PROCEDURES:** 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.
14. **PAYMENT ADDRESS:**  
D2L Corporation  
151 Charles St W Suite 400  
Kitchener, ON N2G 1H6  
Canada
15. **WARRANTY PROVISION:** Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
16. **EXPORT PACKING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**  
Accepted at and below the micro-purchase threshold
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:** If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.d2i.com](http://www.d2i.com)  
  
The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).
25. **DUNS NUMBER:** 20-201-8573
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active in SAM, NCAGE Code L1769

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

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

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

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

**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.

D2L Corporation warrants, solely for the benefit of Ordering Activity, that any Software provided for under the ordering activity which is manufactured by D2L Corporation will substantially conform to applicable Documentation for a period of ninety (90) days after the relevant Available Date, provided that: (i) D2L Corporation has received all amounts owed under this Agreement; (ii) ordering activity is not in material breach of this Agreement; (iii) ordering activity has installed any Corrections, Upgrades and Updates made available to ordering activity; (iv) ordering activity has notified D2L Corporation in writing of any failure of the Software to conform to the foregoing warranty within the warranty period, and (v) ordering activity has not altered the Software without the prior written consent of D2L Corporation.

EXCEPT AS EXPRESSLY PROVIDED IN ABOVE PARAGRAPH, (A) THE SOFTWARE AND ANY SERVICES, INCLUDING ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, D2L CORPORATION AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT; AND (B) NEITHER DESIRE2LEARN INCORPORATED NOR ITS LICENSORS NOR ITS PROCESSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE OR PROVIDED THROUGH THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS ORDERING ACTIVITY MAY HAVE, OR THAT THE SOFTWARE OR SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE. ORDERING ACTIVITY ACKNOWLEDGES AND AGREES THAT THE FOREGOING WARRANTY IN THE FIRST PARAGRAPH OF THIS "LIMITED SOFTWARE WARRANTY" PROVISION IS IN LIEU OF ALL OTHER WARRANTIES BY D2L CORPORATION, AND THAT D2L CORPORATION'S SOLE OBLIGATION,

AND ORDERING ACTIVITY'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT D2L CORPORATION'S OPTION) OF THE RELEVANT SOFTWARE IN A TIMELY MANNER.

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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 **877-325-7778, 24 x 7** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8 AM to 8 PM**.

*Extended and additional support available for fee*

#### **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) AND MAINTENANCE (SIN 132-34)**

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

b. 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 - N/A**

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 N/A % of all term license payments during the period that the software was under a term license within the ordering activity.

## **8. TERM LICENSE CESSATION – N/A**

a. After a software product has been on a continuous term license for a period of N/A \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

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

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

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

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

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

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is

deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

#### **10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### **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) AND IDENTITY ACCESS  
MANAGEMENT PROFESSIONAL SERVICES  
(SPECIAL ITEM NUMBER 132-60F)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM 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/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is

performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

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

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

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

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

## **9. INDEPENDENT CONTRACTOR**

All IT/IAM 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/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

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

## **16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

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

**1. SCOPE**

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

**2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

**3. INFORMATION ASSURANCE**

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

**4. DELIVERY SCHEDULE.**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

**5. INTEROPERABILITY.**

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

## **6. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

## **7. PERFORMANCE OF ELECTRONIC SERVICES**

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

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

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **9. RIGHTS IN DATA**

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **10. ACCEPTANCE TESTING**

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

## **11. WARRANTY**

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

D2L Corporation warrants, solely for the benefit of Ordering Activity, that any Software provided for under the ordering activity which is manufactured by D2L Corporation will substantially conform to applicable Documentation for a period of ninety (90) days after the relevant Available Date, provided that: (i) D2L Corporation has received all amounts owed under this Agreement; (ii) ordering activity is not in material breach of this Agreement; (iii) ordering activity has installed any Corrections, Upgrades and Updates made available to ordering activity; (iv) ordering activity has notified D2L Corporation in writing of any failure of the Software to conform to the foregoing warranty within the warranty period, and (v) ordering activity has not altered the Software without the prior written consent of D2L Corporation.

EXCEPT AS EXPRESSLY PROVIDED IN ABOVE PARAGRAPH, (A) THE SOFTWARE AND ANY SERVICES, INCLUDING ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY

LAW, D2L CORPORATION AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT; AND (B) NEITHER D2L CORPORATION NOR ITS LICENSORS NOR ITS PROCESSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE OR PROVIDED THROUGH THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS ORDERING ACTIVITY MAY HAVE, OR THAT THE SOFTWARE OR SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE. ORDERING ACTIVITY ACKNOWLEDGES AND AGREES THAT THE FOREGOING WARRANTY IN THE FIRST PARAGRAPH OF THIS "LIMITED SOFTWARE WARRANTY" PROVISION IS IN LIEU OF ALL OTHER WARRANTIES BY D2L CORPORATION, AND THAT D2L CORPORATION'S SOLE OBLIGATION, AND ORDERING ACTIVITY'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT D2L CORPORATION'S OPTION) OF THE RELEVANT SOFTWARE IN A TIMELY MANNER. The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

**12. MANAGEMENT AND OPERATIONS PRICING**

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

**13. TRAINING**

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

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**14. MONTHLY REPORTS**

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

**14. ELECTRONIC COMMERCE SERVICE PLAN**

(a) Describe the electronic service plan and eligibility requirements.

Refer to Pricelist

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(b) Describe charges, if any, for additional usage guidelines.

Refer to Pricelist

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(c) Describe corporate volume discounts and eligibility requirements, if any.

Refer to Pricelist

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## **Project Manager 1**

**Functional Responsibility:** The Project Manager oversees the planning, implementation and tracking of single or multiple customer information technology projects from beginning to end, including responsibility for project scope, costs, and deliverables.

The Project Manager manages and implements projects from initiation to final operational stage.

Develops, administers and controls the budget and P&L for the project.

- Oversees the implementation of small and large IT projects to customers
- Leads the project team in determining customer requirements and translating requirements into operational plans
- Plans, schedules, monitors, and reports on activities related to the project; including financial health and status of the project; all risks, issues, changes; deliverables; etc.
- Undertakes regular status review meetings among project team members and clients
- Prepares and/or presents project status reports to various levels within management and the customer
- Develops project control and reporting procedures and manages changes in operational plan
- Controls project requirements, scope, and change management issues
- Identifies and assesses risks, severity and impacts; determines and implements risk mitigation strategies, communicates risk to customer. Manages and mitigates all risks throughout life-cycle of project
- Coaches and advises team members to accomplish project goals, to meet established schedules, and resolve technical/operational issues
- Conducts post project reviews to ensure all deliverables are met
- Ensures adherence to legally binding requirements
- Maintains awareness on emerging technologies
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**Minimum Experience:** A minimum of two (2) years of experience with related technology project management. Knowledgeable in Information Technology, including systems development lifecycle, business modeling, systems integration/implementation, methodologies, estimating and architecture. Experience in use of MS Project; MS Office, MS Outlook, MS Visio and other office tools.

**Minimum Education:** A Bachelor's degree in Computer Science, Applied Science, Information Systems,

Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience.

## **Project Manager II**

**Functional Responsibility:** The Project Manager oversees the planning, implementation and tracking of single or multiple customer information technology projects from beginning to end, including responsibility for project scope, costs, and deliverables. The Project Manager manages and implements projects from initiation to final operational stage.

- Develops, administers and controls the budget and P&L for the project.
- Oversees the implementation of small and large IT projects to customers
- Leads the project team in determining customer requirements and translating requirements into operational plans
- Plans, schedules, monitors, and reports on activities related to the project; including financial health and status of the project; all risks, issues, changes; deliverables; etc.
- Undertakes regular status review meetings among project team members and clients
- Prepares and/or presents project status reports to various levels within management and the customer
- Develops project control and reporting procedures and manages changes in operational plan
- Controls project requirements, scope, and change management issues
- Identifies and assesses risks, severity and impacts; determines and implements risk mitigation strategies, communicates risk to customer. Manages and mitigates all risks throughout life-cycle of project
- Coaches and advises team members to accomplish project goals, to meet established schedules, and resolve technical/operational issues
- Conducts post project reviews to ensure all deliverables are met
- Ensures adherence to legally binding requirements
- Maintains awareness on emerging technologies
- Oversees projects of a larger nature or projects under general supervision from the Project Manager III
- Works with Account Management on project estimates, and schedules
- Manages activities of team members responsible for components or phases
- Acts as Subject Matter Expert and supervisor to team members

**Minimum Experience:** A minimum of three (3) years of experience with related technology project management. Knowledgeable in Information Technology, including systems development lifecycle, business modeling, systems integration/implementation, methodologies, estimating and architecture. Experience in use of MS Project; MS Office, MS Outlook, MS Visio and other office tools. Project Management Professional (PMP) certification or actively seeking designation is required

**Minimum Education:** A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience.

## **Implementation Consultant I**

**Functional Responsibility:** The Implementation Consultant provides project leadership, coordination, and facilitation in the successful implementation of Desire2Learn Information Technology software products.

- Primary technical contact in the Implementation Phase for the customer
- Assess customers technical readiness and plan software installation and configuration
- Responsible for project planning; including managing the timing and scheduling of the project
- Communication to Project Manager to keep them apprised of the status of all project related tasks
- Documents customer requirements to manage expectations
- Provides consultation to internal and external Site Administrators for Org Setup
- Provides requirements for Org Configuration and Customization
- Provides consultation and custom training
- Provides consultation on System Management
- Produces and reviews system documentation and identifies documentation gaps
- Conducts Statement of Work reviews
- Consults on software product requirements and design reviews
- Performs gap analysis on software products and tools and subsequently creates feature requests
- Trains customers on the use of Desire2Learn API's

**Minimum Experience:** A minimum of three (3) years of relevant work experience. At least three (3) years of experience working with relevant programming technologies XML and ASP. At least three (3) years of experience working with Internet technologies. Knowledge of the Software Development Life Cycle and computer hardware. Experience with Microsoft SQL Server Technologies.

**Minimum Education:** A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience. Advanced degree in any of the above fields if work experience requirements are not met.

## **Implementation Consultant II**

**Functional Responsibility:** The Implementation Consultant provides project leadership, coordination, and facilitation in the successful implementation of Desire2Learn Information Technology software products.

- Primary technical contact in the Implementation Phase for the customer
- Assess customers technical readiness and plan software installation and configuration
- Responsible for project planning; including managing the timing and scheduling of the project
- Communication to Project Manager to keep them apprised of the status of all project related tasks
- Documents customer requirements to manage expectations
- Provides consultation to internal and external Site Administrators for Org Setup
- Provides requirements for Org Configuration and Customization
- Provides consultation and custom training
- Provides consultation on System Management
- Produces and reviews system documentation and identifies documentation gaps
- Conducts Statement of Work reviews
- Consults on software product requirements and design reviews
- Performs gap analysis on software products and tools and subsequently creates feature requests
- Trains customers on the use of Desire2Learn API's
- Technical project lead
- Review Engineer documentation

**Minimum Experience:** A minimum of five (5) years of relevant work experience. At least three (3) years of experience working with relevant programming technologies XML and ASP. At least three (3) years of experience working with Internet technologies. Knowledge of the Software Development Life Cycle and computer hardware. Experience with Microsoft SQL Server Technologies. At least two (2) years work experience with Desire2Learn software.

**Minimum Education:** A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience. Advanced degree in any of the above fields if work experience requirements are not met.

### **Implementation Consultant III**

**Functional Responsibility:** The Implementation Consultant provides project leadership, coordination, and facilitation in the successful implementation of Desire2Learn Information Technology software products.

- Primary technical contact in the Implementation Phase for the customer
- Assess customers technical readiness and plan software installation and configuration
- Responsible for project planning; including managing the timing and scheduling of the project
- Communication to Project Manager to keep them apprised of the status of all project related tasks
- Documents customer requirements to manage expectations
- Provides consultation to internal and external Site Administrators for Org Setup
- Provides requirements for Org Configuration and Customization
- Provides consultation and custom training
- Provides consultation on System Management
- Produces and reviews system documentation and identifies documentation gaps
- Conducts Statement of Work reviews
- Consults on software product requirements and design reviews
- Performs gap analysis on software products and tools and subsequently creates feature requests
- Trains customers on the use of Desire2Learn API's
- Technical project lead
- Review Engineer documentation
- Ability to analyze data, determine root cause, and provide and/or develop an appropriate solution for resolution

**Minimum Experience:** A minimum of seven (7) years of relevant work experience. At least three (3) years of experience working with relevant programming technologies XML and ASP. At least three (3) years of experience working with Internet technologies. Knowledge of the Software Development Life Cycle and computer hardware. Experience with Microsoft SQL Server Technologies. At least two (2) years work experience with Desire2Learn software.

**Minimum Education:** A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience. Advanced degree in any of the above fields if work experience requirements are not met.

## **Web Developer II**

**Functional Responsibility:** Performs web-based programming/design tasks in support of content development and website development. The Web Developer acts as a resource for other members of the Content Services team, and leads technical planning and decisions relating to front-end code and web delivery

- Evaluates technology and planning for new web services
- Conceptualizes and creates or directs the design, graphics, animation, audio, and video for webpages for customers
- Assists in coding scripts and creating database-driven Web projects, using standard cross-platform tools and technology (e.g., PHP and MySQL).
- Responsible for the technical aspects of a website, addressing usability issues, scripting errors, database development and integration, security issues, etc.
- Consults on web development
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**Minimum Experience:** A minimum of two (2) years of web development experience. Working knowledge of:

- Macromedia Dreamweaver
- Adobe Photoshop
- HTML
- CSS
- Macromedia Flash (including Flash video and Action Script)
- ASP / ASP.NET
- Visual Studio .NET
- JavaScript
- SQL Server
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**Minimum Education:** A Bachelor's degree in a technical or related field, or a minimum of five (5) years relevant specialized experience.

## **Content Developer II**

**Functional Responsibility:** Develops web-based content based on provided curriculum, for use online and generally within an eLearning environment.

- Works with team and utilizes materials to become a subject matter expert on the content
- Responsible for drafting content for course to be published. The course content will include lessons, key take-aways, scenarios, assessments, course evaluations, etc.
- Coordinates with multiple teams to solicit feedback and perform edits to materials
- Ensures course content is published and performs testing of the course
- Assists with routine maintenance of courses by adding, deleting and changing content as appropriate to keep offerings up-to-date
- Creates storyboards for graphics/animations

**Minimum Experience:** A minimum of three (3) years of relevant work experience. A minimum of two (2) years experience with HTML and graphic manipulation programs. A minimum of two (2) years experience with Flash. At least one (1) year work experience with Desire2Learn software.

**Minimum Education:** A Bachelor's degree in web design, multimedia development, or a related field, or other related discipline or a minimum of five (5) years relevant specialized experience.

## **Trainer**

**Functional Responsibility:** Provides standard training to customers to increase understanding and knowledge of the product. Develop training programs in various forms of media, including online. Responsible for drafting content for training materials which includes lessons, key take-aways, scenarios, and assessments. Can provide advanced or customized training. Responsible for creating an effective learning environment within the company and assists customers with training implementation.

**Minimum Experience:** A minimum of one (1) year of experience in training, preferably on software products. Experience training large groups (both technical and non-technical). Knowledge of eLearning, Learning Management Systems and Internet technologies

**Minimum Education:** A Bachelor's degree or a minimum of five (5) years relevant specialized experience.