

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

Facilities Information Systems Software and Services

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software as a Service

Special Item No. 132-50 Training Courses

Special Item No. 132-99 Introduction of New Information Technology Services and/or Products

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

SPECIAL ITEM NUMBER 132-32 - 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 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 – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Microcomputers

Application Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's 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 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace.

No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

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

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

**Indus Systems Inc
2352 Main Street, Suite 301, Concord MA 01742**

**Tel: (978) 461-0555
www.indus-systems.com**

Contract Number: GS-35F-0506J

Period Covered by Contract: June 8, 2009 - June 7, 2014

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 30, dated February 13, 2012.

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

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1.0 INFORMATION FOR ORDERING ACTIVITIES TO ALL SPECIAL ITEM NUMBERS

1.1 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:

1.2 CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Orders should be sent to the following address:

Indus Systems Inc.
2352 Main Street, Suite 301
Concord, MA 01742
Tel: (978) 461-0555

Facsimile orders should be directed to:
Fax: (978) 461-0649

Contractors' Payment Address:

Attention: Accounts Receivable
Indus Systems Inc.
2352 Main Street, Suite 301
Concord, MA 01742
Tel: (978) 461-0555

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
Customer Assistance: (978) 461-0555
(800) 891-2689

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.

1.3 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.

1.4 STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 87-795-3737
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 37: Contractor's Taxpayer Identification Number (TIN): 04-2985433
Block 40: Veteran Owned Small Business (VOSB): No

- A: Service Disabled Veteran Owned Small Business
- B: Other Veteran Owned Small Business

- 4a. CAGE Code: 1GFB7
- 4b. Contractor has registered with the Central Contractor Registration Database.

1.5 FOB DESTINATION

The site of work performance, whether Government or contractor facility, will be specified in each task order.

1.6 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)
<u>SIN 132-32</u>	<u>15</u> Days

<u>SIN 132-33</u>	<u>15</u> Days
<u>SIN 132-34</u>	<u>15</u> Days
<u>SIN 132-50</u>	<u>30</u> Days
<u>SIN 132-99</u>	<u>30</u> Days

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

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

1.7 DISCOUNTS: Prices Shown are NET Prices; Basic Discounts have been deducted

- a. Prompt Payment: 0 % - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- d. Other Special Discounts (i.e. Government Education Discounts, etc.)

1.8 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.

1.9 STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

1.10 SMALL REQUIREMENTS:

The Minimum dollar value of orders to be issued is \$ 2,500.00

1.11 MAXIMUM ORDER

All Dollar Amounts are Exclusive of any Discounts for Prompt Payment.

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-3 - Leasing of Product
 - Special Item Number 132-4 – Daily / Short Term Rental
 - Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-9 - Purchase of Used or Refurbished Equipment
 - Special Item Number 132-12 - Equipment Maintenance
 - Special Item Number 132-32 - Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-34 - Maintenance of Software as a Service
 - Special Item Number 132-51 - Information Technology Professional Services
 - Special Item Number 132-52 - Electronic Commerce (EC) Services
 - Special Item Number 132-53 – Wireless Services
 - Special Item Number 132-54 – Commercial Satellite Communications (COMSATCOM) Transponded Capacity
 - Special Item Number 132-55 – Commercial Satellite Communications (COMSATCOM) Subscription Services
- b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:
 - Special Item Number 132-50 - Training Courses
- c. The Maximum Order for the following Special Item Numbers (SINs) is \$1,000,000:
 - Special Item Number 132-60A-F – Access Certificates for Electronic Services (ACES) Program
 - Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
 - Special Item Number 132-62 – HSPD-12 Product and Service Components
- d. The Maximum Order for the following Special Item Numbers (SINs) is \$150,000:
 - Special Item Number 132-100 - Ancillary Supplies and/or Services

1.12 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.

1.13 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.

1.13.1 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.

1.13.2 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.

1.14 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).

1.15 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)

1.16 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.gsavantage.gov>

1.17 PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

1.18 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

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

1.19 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:

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.

1.20 BLANKET PURCHASE AGREEMENT (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).

1.21 CONTRACTOR TEAM AGREEMENTS

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.

1.22 INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

1.23 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 X
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): www.indus-systems.com
The EIT standard can be found at: www.Section508.gov/.

1.24 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.

1.25 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.

1.26 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>.

1.27 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).

2.0 TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS (SPECIAL ITEN NUMBER 132-3)

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 1:

2.1 STATEMENT

a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2.2 FUNDING AND PERIODS OF LEASING ARRANGEMENTS

a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

(1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

(2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product

for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

2.3 DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

2.1 LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2.2 STATEMENT OF ORDERING ACTIVITY INTENT:

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

2.3 LEASE TERM:

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

2.4 LEASE TERMINATION:

(a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) **Termination for Convenience of the Ordering Activity:** Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) **Termination for Non-Appropriation:** The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

3.0 LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

3.1 ORDERING PROCEDURES:

- (a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:
 - (i) Which product(s) is (are) required.
 - (ii) The required delivery date.
 - (iii) The proposed lease plan and term of the lease.
 - (iv) Where the product will be located.
 - (v) Description of the intended use of the product.
 - (vi) Source and type of appropriations to be used.
- (b) The Contractor will respond with:
 - (i) Whether the Contractor can provide the required product.
 - (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
 - (iii) The monthly payment based on the rate.
 - (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
 - (v) A confirmation of the availability of the product on the required delivery date.
 - (vi) Extent of warranty coverage, if any, of the leased products.
 - (vii) The length of time the quote is valid.
- (c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issue a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

3.2 ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3.3 PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

3.4 COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

3.5 INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

3.6 MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: _____

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

3.7 LEASE END/DISCONTINUANCE OPTIONS:

- a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
- (i) to purchase the product for the residual value of the product, or
 - (ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. Ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.
- c. Returns:
- (i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
 - (ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
 - (iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
 - (iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - (3) has no ability to use the returned software.

3.8 UPGRADES AND ADDITIONS:

- a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
- (1) can be removed without causing material damage to the product;
 - (2) do not reduce the value of the product; and
 - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
- (1) were not leased from the Contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.

3.9 RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

3.10 TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

3.11 TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

3.12 OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

4.0 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

4.1 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.

4.2 ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

4.3 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.
- 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.

4.3.1 Limited Warranty

- 3.1.1. Vendor warrants that for a period of ninety (90) days from the Effective Date (the "Warranty Period") (a) the Software will perform in substantial accordance with the Documentation and (b) the media on which the Software is -distributed will be free from defects in -materials and workmanship under normal use. If during the Warranty Period the Software or the media on which it is distributed do not perform as warranted (a "Non-Conformity"), Vendor shall undertake to correct such Non-Conformity, or if correction is not reasonably possible, replace such Software or the media free of charge. If neither of the foregoing is commercially practicable, Vendor shall terminate this Agreement and refund to Customer the License Fee. The foregoing are Customer's sole and exclusive remedies for breach of this limited warranty. The warranty set forth above is made to and for the benefit of Customer only. The warranty will apply only if:
 - 3.1.1.1. The Software has been properly installed and used at all times and in accordance with the instructions for use; and
 - 3.1.1.2. No modification, alteration or addition has been made to the Software by persons other than Vendor or Vendor's authorized representative, except as authorized in writing by Vendor.

4.3.2 Exclusion and Limitations

3.2.1. *Warranty Exclusion.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT. VENDOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

3.2.2. *Limitation of Liability.* In no event will Vendor be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages even if Vendor has been advised of the possibility of such damages. Vendor will not be liable for any damages caused by delay in delivery or furnishing the Software or services. Vendor's liability under this Agreement for damages of any kind will not, in any event, exceed the License Fees paid by Customer to Vendor under this Agreement.

3.2.3. *Claims.* No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

4.3.3 Intellectual Property Warranty and Indemnification

3.3.1. *IP Warranty.* Vendor warrants to Customer that it and its suppliers have sufficient rights to the Software to provide the license grants and fulfill its other obligations under the terms of this Agreement. The Customer's sole and exclusive remedy for breach of this warranty is indemnification as provided for in this Agreement.

3.3.2. *Infringement Indemnity.* Vendor agrees to defend, indemnify, and hold Customer harmless from and against any and all, costs, judgments, damages and awards in lawsuits, proceedings or actions brought by any third party, and costs in connection with the defense thereof (including, without limitation, court fees and reasonable attorney's fees), resulting from any claim or allegation that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party ("Claims").

3.3.3. *Limitation of Indemnification.* The obligations set forth in Section 10.2 will not apply to, and Vendor assumes no liability for, any Claims to the extent arising from (i) use of a modified version of the Software, (ii) the combination, operation or use of the Software with non-Vendor programs, data, methods or technology if such infringement would have been avoided without the combination, operation or use of the Software with other programs, data, methods or technology, or (iii) unlicensed use of the Software.

3.3.4. *Procedure for Indemnification.* Vendor's obligations under Section 10.1 and 10.2 applies only if Customer gives Vendor: (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of such Claims; and (iii) assistance reasonably requested by Vendor at Vendor's expense.

3.3.5. *Actions by Vendor.* In the event any such infringement, Claim, action or allegation is brought or threatened or if Vendor deems that there is a material risk of a Claim, Vendor may, at its sole option and expense:

3.3.5.1. procure for Customer the right to continue its use of the Software; or

3.3.5.2. modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,

3.3.5.3. terminate this Agreement and repay to Customer a portion, if any, of the License Fee equal to such fee less one-sixtieth (1/60) thereof for each month or portion thereof that this Agreement

has been in effect.

3.3.6. *Exclusive Remedy.* This Section 10 states the entire liability of Vendor and Customer's exclusive remedy with respect to actual or alleged infringement of any patent, copyright, trade secret or other proprietary right

4.4 TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (800)891-2689 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 am to 5:30pm.

4.5 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.

X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

4.6 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.

4.7 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 _____% of all term license payments during the period that the software was under a term license within the ordering activity.

4.8 TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 36 * 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.

4.9 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.

4.10 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.

4.11 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.

4.12 RIGHT-TO-COPY PRICING

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

5. 0 TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

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

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. “NO CHARGE” TRAINING

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

6.0 TERMS AND CONDITIONS APPLICABLE TO NEW INFORMATION TECHNOLOGY SERVICES AND/OR PRODUCTS (SPECIAL ITEM NUMBER 132-99)

SIN 132-99 Introduction of New Information Technology Services and/or Products – SUBJECT TO COOPERATIVE PURCHASING

New or improved commercial service and/or product offerings within the scope of the IT Schedule 70, but not currently available under any Federal Supply Service contract - that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing commercial service and/or product. It may be a commercial IT service and/or product existing in the commercial market, but not yet introduced to the Federal Government.

- (a) Offerors are encouraged to introduce new commercial services or products via the Introduction of New Services and/or Products Special Item Number (INSP/SIN). A new or improved commercial service and/or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN offering in the proposed offer or modification.
- (b) The Contracting Officer will evaluate the INSP/SIN offerings to determine whether its within the scope of the IT Schedule 70 and does not fall under an existing SIN. If requested, the offeror or contractor may be required to further demonstrate that the proposed commercial service and/or product is new offering that cannot be aligned with the existing SINs. The Contracting Officer has the sole discretion to determine whether a proposed commercial service and/or product will be accepted as an INSP/SIN item. If awarded, the INSP/SIN provides temporary placement for this commercial service and/or product until a formal categorization can be made.
- (c) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the offerings in accordance with 552.243-72, Modifications (Multiple Award Schedule).

Special Instructions: The work performed under this SIN shall not be associated with existing SIN(s) that are part of this schedule. Offerors will be required to provide additional information to support a determination that their proposed new supplies and/or services is commercially offered.

There will be no special clauses/provisions for this SIN. However, customer agencies may create special terms and conditions at task order level, as long as the standard MAS terms and conditions are not superseded. This standing solicitation will be formatted in accordance with FAR 12.303 and FC 98-4.

Ordering Procedures That Will be Used:

Ordering activities shall place orders placed against GSA Multiple Award Schedule (MAS) contracts, using the procedures in [Federal Acquisition Regulation \(FAR\) 8.4](#)

TERMS AND CONDITIONS:

When pricing for services outlined, offerors or contractors may use either a Commercial Catalog Pricing or a Market-Based Pricing (if no established commercial catalog) strategy. For each pricing methodology, the offeror or contractor shall provide other than cost or pricing data (e.g., agreements with corporate customers, internal policies, market prices, quote sheets, pricing agreements, invoices, etc.) to demonstrate the commercial and proposed Schedule pricing. This supporting documentation will be used to analyze the proposed pricing and establish basis of award.

All proposed hourly, unit, or solution pricing shall be inclusive of the Industrial Funding Fee (IFF). With the exception of travel costs, which are handled in accordance of clause C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS, the prices offered shall also include all aspects of the commercially established deliverable (including shipping, warranty, delivery costs, etc.). The awarded pricing may be subject to clauses 552.216-70 Economic Price Adjustment—FSS Multiple Award Schedule Contracts, I-FSS-969 Economic Price Adjustment-- Multiple Award Schedule Contracts and 552.238-75 Price Reductions.

If the proposed INSP/SIN offering requires warranties, software licenses, or user agreements, please submit when the offering is proposed. To expedite the Government's review of the accompanying requires warranties, software licenses, or user agreements, please submit these items in a "Word" document or similar electronic format.

7.0 DESCRIPTION OF PRODUCT CAPABILITIES - iDRAWINGS® IWMS SOLUTION

The iDrawings® IWMS solution platform uses technology that tightly couples As-Built architectural plans and various other building systems infrastructure (HVAC, electrical, plumbing, etc.) drawings with functional databases to provide a space-centric view of all facility information. All drawings are referenced to the As-Built floor plans to maintain the spatial context for the location of infrastructure equipment and employee use assets (space, furniture, computers, etc.). This provides the leverage for using a common information base for operational and maintenance requirements, and the business use of the facility. If necessary the business requirements can be met without access to drawings with a corresponding decline in information leverage.

Figure 7.1 Integrated Facilities Management shows the relationship of the various software components that can be combined to implement different solutions to meet a varied business requirement.

Integrated Facilities Management

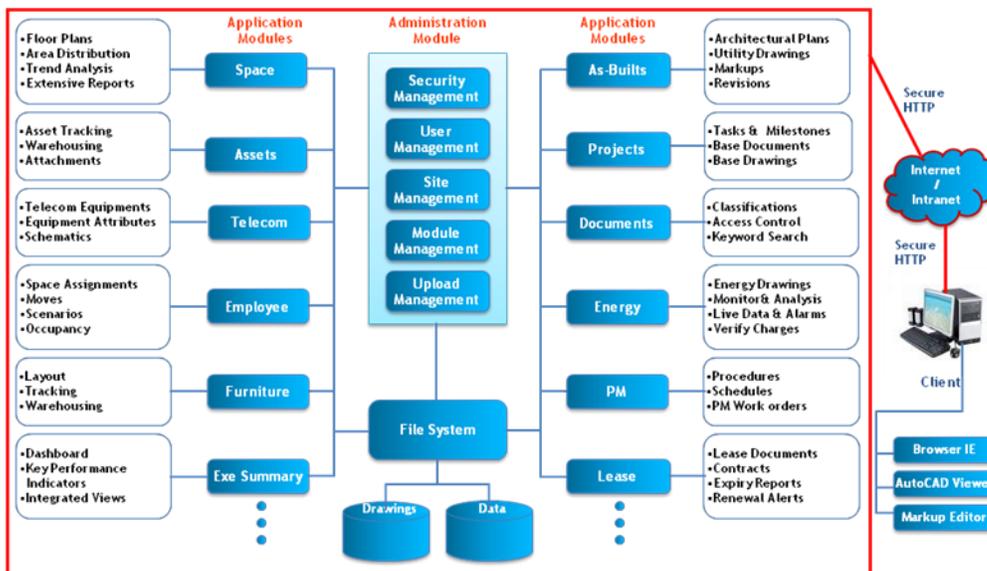


Figure 7.1- Integrated Facilities Management

The system modules are designed to facilitate major facility management functions. The *As-Built Module* implements an ability to manage the core repository of facility drawings, which provide the reference to all other facility data. Presently the iDrawings® platform includes 22 modules.

- As-Built
- Space
- Employee
- Furniture
- Projects
- Documents
- Asset Management
- Telecom
- Lease Management
- Facility Condition Assessment
- Energy Management
- Work Order
- Mobile Platform
- Mechanical/HVAC
- Plumbing
- Medical Gas
- Electrical
- Capital Assets Inventory
- Executive Summary
- Web Services
- User Preferences; and
- System Administration

Each release of the iDrawings® platform continues to add modular functions based on inputs from the iDrawings® user experience.

The system also enables control structures and user hierarchies for managing access to data and establishing privileges for changing data at different organizational levels. The Systems Administration Module allows managing enterprise-wide access through designated points of responsibility. Examples include a Project Manager, who can act as the single point of control for updated drawing in the baseline database. Specific user access can be controlled at various organizational, functional, drawing or data level. In addition, the system can maintain a log of all project related transactions to provide a project history.

The hosted iDrawings® system implements a security system based on the state-of-the-art encryption technologies available in the market place. The iDrawings® platform has been certified as a “Gold Security” standard by the Defense Information Systems agency. The drawings and data are stored on a secure and partitioned web site, which is accessible to a variety of stakeholders within the enterprise, as well as outside parties such as A/E firms and sub-contractors, on an as-needed basis, to fully integrate facility management.

Following is a brief overview of each module proposed in the IWMS solution.

As-Builts Module

This module serves as the core repository of As-Built drawings. These are accurate CAD drawings that provide the basis for the IFLC and are referenced by all modules to provide a space-centric view of all facility information. They are tightly coupled with functional databases to address a broad set of business requirements for facility management. In addition, they can be shared among all professionals in your organization and your A/E firms. The As-Builts module provides an online repository of drawings that are easily available throughout the enterprise.

- Easy web browser based access
- Mark-up As-Builts
- Share your As-Builts
- Control revisions
- View As-Builts online
- Key word based easy retrieval
- Corporate Intranet or subscribe to our Internet service
- No CAD software required

Space Module

Monitor and track the effective use and cost associated with real estate space. Allocate and optimize space among many departments and do accurate cost accounting. Locate vacant spaces and make moves and changes with minimal loss of productivity. Easily get square footage measurements before remodeling and designing projects.

- Accurate extensive space data and flexible space reporting
- Space charge-back reports based on accurate space data
- Dynamic Linkage between drawings and space database
- Scalable—from small to very large organizations
- Color-coded space assignment maps
- Flexible space category assignments
- Export space data to other application packages
- Space calculations based on BOMA and net space polylines
- Space utilization and management based on space use standards

Employee Module

Optimize use of real estate resources by employees with rapid and effective resource reallocation. iDrawings® Employee module manages space utilization based on user defined space standards. It lets

you plan individual, group, or department moves, create work orders and track the status. Co-ordinate moves among different organizational entities and task managers. Minimize unproductive downtime and maximize employee satisfaction while optimizing asset utilization.

- Group or individual moves using visual drag and drop capability
- Searches based on multi-dimensional criteria
- Establish move projects
- Manage employee move across the enterprise
- Visual allocation of available space
- Move tracking and management
- Rule based space allocation
- Space utilization reports

Employee locator search capability quickly shows location on floor plans. Additional data is available by moving the cursor over employee icons.

Furniture Module

Improve your furniture inventory audits and furniture utilization by having the furniture scaled and placed on floor plan drawings.

- Inventory of furniture size, location, color, cost, number of units, maintenance requirements, and warranty
- Furniture is scaled, inserted, and oriented within a given space
- Track movement by Integrating bar codes
- Control costs and improve productivity by tracking space usage
- Plan your furniture moves easily from your desktop
- Plan furniture layouts
- Furniture acquisition and warehousing

Projects Module

Manage projects of all sizes, ranging from changing a door to multi-million dollar new construction projects. Keep track of your project's progress and take corrective actions if it does not progress as expected. Maintain an accurate record of all actions associated with the project.

- Share project related drawings and documents
- On-line mark-ups and reviews by project team members
- Organize projects into micro-tasks and track them
- Automatic Logbook
- Multi-user project notebook
- Establish and track project milestones

Documents Module

iDrawings® Documents module provides an excellent way to store, retrieve, distribute and share electronic documents and scanned CAD drawings. User manuals, warranty papers, photos, and parts lists are available to all employees. Control their access based on their need to know. Search on multiple criteria and access the desired documents instantaneously.

Asset Management

Keep track of thousands of facilities assets and the associated data, as well as where they are located. Asset management includes all movable (except furniture) and fixed assets. Movable assets generally comprise business use equipment and machinery, information technology assets and other employee or common use related assets. Fixed assets include life safety systems, large capital equipment and infrastructure assets related to major facility systems. Mechanical equipment such as air handling units, pumps, and motors; electrical components such as panels, transformers, and generators; and plumbing shut off valves—are easily located and tracked for their performance and relationship with other components. Asset Management module capability includes:

- Fixed and moveable assets including IT equipment
- All assets located on floor plans

- Repositioning using drag-and-drop or move projects
- Tightly coupled data related to acquisition date, costs and depreciation
- Integration with financial and preventive maintenance functions
- Life cycle tracking from acquisition to disposition

The iDrawings® Asset management function enables location-specific asset data. Assets linked to drawings provide a wide variety of more meaningful reports. Safety and compliance issues mandate good documentation. The iDrawings® Asset Management module allows for easy, frequent updating, resulting in more accurate asset documentation and reporting.

Telecom Module

Improve the utilization of internal communications by bringing your telecom information to your desktop and linking telecom equipment data with facility floor plan drawings, and vice-versa. Keep track of all your data and voice jacks, hubs and routers, and locate where twisted pair wires terminate. Have sufficient documentation to re-establish your communications system configuration if ever needed. The iDrawings® Telecom Module provides you with the ability to effectively manage frequent changes by providing a visual system that will significantly enhance your ability to quickly locate and troubleshoot lines, jacks, modems, routers, switch systems, etc.

Lease Management Module

The Lease Management module provides accurate leased area based on polylined floor plans. It facilitates tracking lease tenant revenue; floor costs by Department, group or lease area; property valuations, and lease easements. iDrawings® integrates real estate data, reporting, and documents into one system so you can easily track leases, openings, closings and relocations.

Facility Condition Assessment

iDrawings® can help you implement a Facility Condition Assessment (FCA) program to compile a comprehensive database on the physical condition of your buildings and better manage new standards, new building codes, and changes in technology.

- Enter maintenance and repair deficiencies and associated costs
- Prioritize work packages and track completion
- Forecast future repairs, maintenance, and capital replacement requirements
- Schedule maintenance tasks
- Security levels that are easily defined by end-users
- Centrally shared database with an easy-to-use interface

Energy Module

Establish energy management solutions with increased energy efficiency, reduced carbon footprint, and lower operating costs. iDrawings® Energy module is a Web-based solution for your energy management that integrates real-time sub-metering data and CAD drawings to visualize energy consumption patterns inside the facility. The real time information is available through the web interface for a proactive response to energy use events and analysis of use trends.

- Energy Investments Decision Support
- As-Builts plans based sub-metering to monitor energy use
- Monitoring major categories of energy consuming equipment
- Cost reductions based on benchmarking and demand management
- Operating cost savings from real time feedback of energy use
- Utility cost management based on lowering peak demand
- Trend analysis to synchronize business and energy use for long term cost reductions
- Business use driven lighting, heating, and air-conditioning zones
- Graphical analysis of energy efficiency improvement opportunities

Work Order

Provide an enterprise-wide facility maintenance management solution. Establish a holistic view of maintenance management by combining engineering documents, CAD drawings, and asset condition and specification information. Manage both preventive maintenance and unscheduled activities. The iDrawings® Work Order Module provides the flexibility to develop and implement standard corporate work processes that optimize use of all resources, administration, and trade skills.

- Corporate-wide initiation of work requests
- Charge backs and cost estimates
- Approval process based on user criteria
- Generate Work Orders
- Manage and assign technicians to perform the work
- Track Status of all Work Requests and Work Orders
- Update Work Order Status
- Review and Close Work Orders
- Generate reports and track metrics

Mobile Platform

Provides a physical synchronization link between the desktop iDrawings® application and the handheld Tablets and Smartphones running iDrawings®, which allows facility managers and others within the organization to move about the facility with all the necessary facility CAD drawings and data needed to carry out a vast variety of tasks. Any changes that are made in the field on the mobile devices are automatically synchronized with the database, thus ensuring that all drawings and data changes are kept up-to-date.

- Authentication based on iDrawings® credentials
- Switching drawing view across various modules in a single touch
- Access key features using icon based easy to use menus

Mechanical/HVAC Module

Identifies, manages and maintains all the HVAC components and their locations on the floor plan.

Plumbing Module

Manage and maintain plumbing components; easily identify the outlets and the valves that control these outlets.

Medical Gas Module

Easily document, manage and maintain all medical gas components.

Electrical Module

Identifies the panels in the building from the riser diagrams and shows the actual location in the floor plan, documenting and managing electrical circuits, panels and components within a Building.

Capital Assets Inventory

Automates the process of generating Capital Assets Inventory reports and maintains the data for future use.

Executive Summary

Provides a dashboard that displays how facility assets are performing for key executive view and decision making. The Key Performance Indicators (KPI) can be established based on user requirements with user specified range of acceptable performance standards.

Web Services

Web Services module is a software system designed to support interoperable machine-to-machine interaction over a network. It has an interface described in a machine processable format (specifically WSDL). Other systems interact with the Web Services in a manner prescribed by its description using

SOAP messages, typically conveyed using HTTP with an XML serialization in conjunction with other Web-related standards.

Public Web Methods

Public Web methods are provided with the help of Web Services. Web Services use XML to code and decode data and SOAP to transport it. There are three basic platform elements - SOAP, WSDL and UDDI.

Simple Object Access Protocol (SOAP)

The basic Web services platform is XML plus HTTP. SOAP is a communication protocol used for communication between applications. SOAP is a format for sending messages and is designed to communicate via the Internet. It is platform and language independent. Based on XML, SOAP is simple and extensible. SOAP can get around firewalls and is developed as a W3C standard

Web Services Description Language (WSDL)

WSDL is an XML-based language for describing Web Services and how to access them. It is an XML format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. The operations and messages are described abstractly, and then bound to a concrete network protocol and message format to define an endpoint. Related concrete endpoints are combined into abstract endpoints. WSDL is also used to locate Web services. However, is not yet a W3C standard.

Universal Description, Discovery and Integration (UDDI)

UDDI is a directory service where businesses can register and search for Web services. It is designed as a directory for storing information about web services. UDDI is a directory of web service interfaces described by WSDL that communicates via SOAP. UDDI is built into the Microsoft .NET platform

The Web Services module provides an extensive capability for broad information exchange with all corporate and legacy systems.

User Preference

Sets user preferences

- Supports various user roles
- Provides multiple security levels for read write and delete access
- Custom configuration of Customer administrator, Module administrator, Division administrator and facility user
- Allows user to establish custom themes and data access

System Administration Module

The Administration module is for managing the different modules and the users of iDrawings® application. Allows the Systems Administrator options to configure Users, Sites, Buildings and Floors, and tools for managing the user's access and facility information.

- Adding, deleting, updating User information
- Provide User logins and passwords
- Provide designated access privileges
- Set account expiration dates

Each release of the iDrawings® platform continues to add modular functions based on inputs from the iDrawings® user experience.

8.0 TRAINING PLAN

As part of the system implementation, Indus Systems provides training to all its customers. Indus offers a wide range of training options to serve all levels of trainees to help organizations fully use iDrawings® applications. Based on our experience in working with numerous customer organizations Indus has developed a detailed training program.

8.1 TRAINING METHODOLOGY

Indus offers two types of training to iDrawings® users: (1) Administrators, and (2) Facility Users

iDrawings® Administrator Training – System Administration

This is an intensive two day training session conducted at the client's facility. An experienced Indus professional will conduct the training session. This session will cover all modules that Indus will be implementing as part of the project and related administration functions, like modifying database tables and fields; setting up users and security; creating reports, charts, graphs, and dashboards; personalizing the navigator; and administering drawing publishing and management. The session will be interactive where the trainees will work on a live system and gain practical experience in executing various functions of the system. This course is designed for the iDrawings® Administrator and the system administrator responsible for installing the software, maintaining system integrity, and personalizing the interface. An administrative user has all privileges including modifying the drawings and databases and customizing reports and therefore such topics will all be covered in detail.

iDrawings® Facility User Training - Fundamentals

Facility user training will cover all aspects of using all modules of the system. This will be a one day training session. Participants will learn about the basic components of iDrawings®—databases, drawings, and reports. Participants will become competent in eDRAWS based on the iDrawings® platform. This course is great for users who are new to iDrawings® or who would like to learn more about the available functionality beyond the scope of their current use. A facility user can access the system and make use of most features except changing data. The facility user training will be a one-day session and will be done remotely or at the facility. This session will be interactive where the trainees can work on the live system.

On-Going Technical Support

In addition to on-site training, Indus will be providing technical support on an on-going basis. One of the key features of this service is problem analysis and resolution in which Indus support engineers provide corrective support to resolve identifiable and reproducible software product problems, and to help the client identify problems that are difficult to reproduce. Indus support engineers also provide advisory support for user installation. In addition, Indus support provides information on the latest product features and known problems and solutions.

8.2 COMPUTER SKILL REQUIREMENTS

iDrawings® has an easy-to-use interface. The access to the system is through the popular web browser and therefore no special training or skill is required to become a proficient user of the system.

iDrawings® administrators may be required to customize the system such as adding new database elements and therefore some basic knowledge of database concepts is desirable. Data entry is straightforward through simple forms and no special skills are required.

8.3 COMPETENCY OF APPLICATION

It will take Administrators and Users less than a week to reach a competency level to fully administer and navigate the system.

8.4 ONLINE TRAINING ACCESS

In addition to the User Guide CD there is an in context help on the system. Online demos are available as needed.

8.5 TRAINING CURRICULUM

Key topics to be covered during the training session will be detailed based on any specific requirements. These may include:

Facility User Training

- Open, View and mark-up on drawings
- Plot drawings
- Download drawings
- Save and email drawings
- Open and view data on each space
- Keyword search and advanced search
- Generate distribution maps
- Square footage calculations on selected spaces
- Generate square footage reports
- Export data and reports to other formats
- View asset data and generate reports
- Plot drawings with assets
- Search asset locations
- View attachments on assets

Administrator Training

In addition to all topics covered under the facility user training, the Administrator training may cover the following topics:

- Upload and delete drawings
- Conduct integrity checks on drawings
- Manage drawing revisions
- Link data to drawings and edit
- Add new data elements
- Import data from external sources
- Create new asset classes symbols, and attributes
- Link assets to spaces
- Attach external documents to assets
- Link leases to CAD drawings
- Store lease abstracts or electronic versions of leases
- Generate email notification of important dates to leasing agent and tenant representative
- Store documents electronically – Amendments, Addendums, Renewals, and Cancellations
- Track information related to properties owned by other entities by appropriate owner name
- Correlate a map location (GIS) with data for real estate management
- Creating move projects for large move efforts
- Implement rule based allocation of space
- Establishing project lead for managing the move
- Create work orders for executing the move
- Maintain a history of previous moves

8.6 TRAINING STRATEGY

Indus Systems training demonstrates the power, ease and flexibility of the *iDrawings*® application as it applies to the project. It is beneficial to have all the stakeholders at the training. Engineers, IT, Accounting, Designers, Construction, Electricians, Plumbers, HVAC techs would all be benefited by the different features available in the *iDrawings*® application.

8.7 ADDITIONAL TRAINING OPTIONS

Indus Systems offers an intensive two day training session for the Administrators and a one day session for the facility users. An experienced Indus professional will conduct the training session. Additional on-site training would be at an additional cost. However Indus offers excellent online training courses as needed.

Indus Systems hosts education Webinars on a variety of facility management topics through the year.

9.0 COMPUTER AIDED DESIGN (CAD) AND COMPUTER AIDED FACILITIES MANAGEMENT SYSTEM (CAFM) IMPLEMENTATION SERVICES

SIN 132-99 Introduction of New Information Technology Services and/or Products – SUBJECT TO COOPERATIVE PURCHASING

The following sections detail CAD and CAFM services provided by Indus Systems. These services relate to the creation of CAD 'As-Built' (CAB) plans, conducting field surveys, and linking these plans to functional databases to implement CAFM systems.

9.1 COMPUTER AIDED DESIGN (CAD)

CAB-1 Architectural Floor Plans

Task: Create architectural floor plans in a CAD System

Description: Create architectural floor plans from existing manual drawings. These include items such as - doors, counters, columns, external walls, low partition walls, shelves, plumbing fixtures, millwork, room name, room number, room occupancy, stairs, windows, and related text.

CAB-2 Fire Life Safety Plans

Task: Create fire life safety plans in a CAD system.

Description: Create fire life safety plans in a CAD system from existing manual drawings. The fire protection plans will be developed as overlays that reference existing architectural floor plans. Include sprinklers, smoke detectors, fire alarm panels, fire detectors, security alarms, fire extinguishers, fire hydrants, hose reels, fire exit signs, 1 hour partition walls, 2 hour partition walls, 1 hour smoke walls, 2 hour smoke walls, fire alarm pull stations, and alarm signal lighting. Include a schedule for each fire alarm panel showing pull stations, fire detectors, and smoke door releases controlled by each panel.

CAB-3 Medical Gas Plans

Task: Create medical gas plans in a CAD system.

Description: Create medical gas plans in a CAD system from existing manual drawings. The medical gas plans will be developed as overlays that reference existing architectural floor plans. Include all gas lines for medical air, oxygen, nitrogen, vacuum, and nitrous oxide, all gas equipment, and zone shut off valves. Create riser diagrams for each gas.

CAB-4 HVAC System Plans

Task: Create HVAC System plans in a CAD system.

Description: Create HVAC System plans in a CAD system from existing manual drawings. The HVAC System plans will be developed as overlays that reference existing architectural floor

plans. Include all mechanical equipment, i.e. boilers, fans, pumps, radiators, fan coils, control valves and switches and related text, emergency shutdown valves (manual and automatic) and related text, exhaust vents (cooking and heating).

CAB-5 HVAC Ducting Plans

Task: Create HVAC Ducting plans in a CAD system.

Description: Create HVAC Ducting plans in a CAD system from existing manual drawings. The HVAC Ducting plans will be developed as overlays that reference existing architectural floor plans. Include all HVAC supply and return ducting and related text and HVAC piping and related text.

CAB-6 Plumbing Plans

Task: Create plumbing plans in a CAD system.

Description: Create plumbing plans in a CAD system from existing manual drawings. The Plumbing plans will be developed as overlays that reference existing architectural floor plans. Include water lines and related text, drain lines/vents and related steam pipes/valves/traps/sumps/vents, compressed air lines and related text.

CAB-7 Electrical Plans

Task: Create Electrical plans in a CAD system.

Description: Create Electrical plans in a CAD system from existing manual drawings. The Electrical plans will be developed as overlays that reference existing architectural floor plans. Show all outlets and switches. Show all electrical panels and related text and the association between circuits and outlet points.

CAB-8 Reflected Ceiling Plans

Task: Create Reflected Ceiling plans in a CAD system.

Description: Create Reflected Ceiling plans in a CAD system from existing manual drawings. The Reflected Ceiling plans will be developed as overlays that reference existing architectural floor plans. Show grids, all lights, smoke and heat detectors, sprinkler heads, and HVAC supply and return outlets (if they are not shown in any other disciplines).

CAB-9 Asset Location Plans

Task: Create asset location plans in a CAD system.

Description: Create asset location plans in a CAD system from existing manual drawings showing equipment placement on floor plans or from field surveys. The asset plans will be developed as overlays that reference existing architectural floor plans. Assets may include office or other equipment that needs to be identified and tracked.

CAB-10 Employee Occupancy Plans

Task: Create employee occupancy plans in a CAD system.

Description: Create employee occupancy plans in a CAD system from existing manual drawings or field surveys. The occupancy plans will be developed as overlays that reference existing architectural floor plans. These detail employee seating that define occupied and unoccupied spaces.

9.2 COMPUTER AIDED FACILITIES MANAGEMENT (CAFM)

CAFM-1 Link Space Elements

Task: Link space elements to a Computer Aided Facilities Management (CAFM) System

Description: Define a space database in a CAFM system and link spaces in CAD-based architectural drawings to the database. Database will be made ready for subsequent data entry.

CAFM-2 Link Fire Life Safety Components

Task: Link Fire Life Safety components to a Computer Aided Facilities Management (CAFM) System

Description: Define a Fire Protection components database in a CAFM system and link the relevant objects in CAD-based Fire Protection drawings to the database. Database will be made ready for subsequent data entry.

CAFM-3 Link HVAC Components

Task: Link HVAC components to a Computer Aided Facilities Management (CAFM) System

Description: Define an HVAC components database in a CAFM system and link the relevant objects in CAD-based HVAC drawings to the database. Database will be made ready for subsequent data entry.

CAFM-4 Link Electrical Components

Task: Link Electrical Components to a Computer Aided Facilities Management (CAFM) System

Description: Define electrical components database in a CAFM system and link the relevant objects in CAD-based electrical drawings to the database. Database will be made ready for subsequent data entry.

CAFM-5 Link Medical Gas Components

Task: Link Medical Gas Components to a Computer Aided Facilities Management (CAFM) System

Description: Define medical gas components database in a CAFM system and link the relevant objects in CAD-based medical gas drawings to the database. Database will be made ready for subsequent data entry.

CAFM-6 Link Asset Data

Task: Link facility asset data to a Computer Aided Facilities Management (CAFM) System

Description: Define an asset database that includes equipment, movable and fixed assets, in a CAFM system and link assets in CAD-based architectural drawings to the database. Database will be made ready for subsequent data entry.

CAFM-7 Link Telecom Elements

Task: Link Telecom elements to a Computer Aided Facilities Management (CAFM) System

Description: Define a Telecom database that includes all telecom equipment, port addresses and connectivity in a CAFM system and link telecom assets located in CAD-based architectural drawings to the database. Database will be made ready for subsequent data entry.

CAFM-8 Link Employee Elements

Task: Link space elements to a Computer Aided Facilities Management (CAFM) System

Description: Define a space database in a CAFM system and link spaces in CAD-based architectural drawings to the database. Database will be made ready for subsequent data entry.

10.0 GSA PRICE SCHEDULE - iDRAWINGS® IWMS SOLUTION

Special Item No. 132-32 Term Software Licenses

10.1 iDrawings® SaaS Implementation

GSA Pricing

SIN	MFR Part #	Product Description	Unit	GSA Price /month
132-32	SaaS-ASB-B	As-Builts Module for Base Users	1	\$50.00
132-32	SaaS-ASB-5	As-Builts Module for 5 Users	1	\$250.00
132-32	SaaS-ASB-10	As-Builts Module for 10 Users	1	\$425.00
132-32	SaaS-ASB-15	As-Builts Module for 15 Users	1	\$562.50
132-32	SaaS-ASB-20	As-Builts Module for 20 Users	1	\$700.00
132-32	SaaS-ASB-25	As-Builts Module for 25 Users	1	\$812.50
132-32	SaaS-ASB-50	As-Builts Module for 50 Users	1	\$1,250.00
132-32	SaaS-ASB-100	As-Builts Module for 100 Users	1	\$2,000.00
132-32	SaaS-AST-B	Assets Module for Base Users	1	\$25.00
132-32	SaaS-AST-5	Assets Module for 5 Users	1	\$125.00
132-32	SaaS-AST-10	Assets Module for 10 Users	1	\$212.50
132-32	SaaS-AST-15	Assets Module for 15 Users	1	\$281.25
132-32	SaaS-AST-20	Assets Module for 20 Users	1	\$350.00
132-32	SaaS-AST-25	Assets Module for 25 Users	1	\$406.25
132-32	SaaS-AST-50	Assets Module for 50 Users	1	\$625.00
132-32	SaaS-AST-100	Assets Module for 100 Users	1	\$1,000.00
132-32	SaaS-CAI-B	CAI Module for Base Users	1	\$20.00
132-32	SaaS-CAI-5	CAI Module for 5 Users	1	\$100.00
132-32	SaaS-CAI-10	CAI Module for 10 Users	1	\$170.00

132-32	SaaS-CAI-15	CAI Module for 15 Users	1	\$225.00
132-32	SaaS-CAI-20	CAI Module for 20 Users	1	\$280.00
132-32	SaaS-CAI-25	CAI Module for 25 Users	1	\$325.00
132-32	SaaS-CAI-50	CAI Module for 50 Users	1	\$500.00
132-32	SaaS-CAI-100	CAI Module for 100 Users	1	\$800.00
132-32	SaaS-FCA-B	Condition Assessment Module for Base Users	1	\$25.00
132-32	SaaS-FCA-5	Condition Assessment Module for 5 Users	1	\$125.00
132-32	SaaS-FCA-10	Condition Assessment Module for 10 Users	1	\$212.50
132-32	SaaS-FCA-15	Condition Assessment Module for 15 Users	1	\$281.25
132-32	SaaS-FCA-20	Condition Assessment Module for 20 Users	1	\$350.00
132-32	SaaS-FCA-25	Condition Assessment Module for 25 Users	1	\$406.25
132-32	SaaS-FCA-50	Condition Assessment Module for 50 Users	1	\$625.00
132-32	SaaS-FCA-100	Condition Assessment Module for 100 Users	1	\$1,000.00
132-32	SaaS-DOC-B	Documents Module for Base Users	1	\$20.00
132-32	SaaS-DOC-5	Documents Module for 5 Users	1	\$100.00
132-32	SaaS-DOC-10	Documents Module for 10 Users	1	\$170.00
132-32	SaaS-DOC-15	Documents Module for 15 Users	1	\$225.00
132-32	SaaS-DOC-20	Documents Module for 20 Users	1	280.00
132-32	SaaS-DOC-25	Documents Module for 25 Users	1	\$325.00
132-32	SaaS-DOC-50	Documents Module for 50 Users	1	\$500.00
132-32	SaaS-DOC-100	Documents Module for 100 Users	1	\$800.00
132-32	SaaS-ELC-B	Electrical Module for Base Users	1	\$25.00
132-32	SaaS-ELC-5	Electrical Module for 5 Users	1	\$125.00
132-32	SaaS-ELC-10	Electrical Module for 10 Users	1	\$212.50

132-32	SaaS-ELC-15	Electrical Module for 15 Users	1	\$281.25
132-32	SaaS-ELC-20	Electrical Module for 20 Users	1	\$350.00
132-32	SaaS-ELC-25	Electrical Module for 25 Users	1	\$406.25
132-32	SaaS-ELC-50	Electrical Module for 50 Users	1	\$625.00
132-32	SaaS-ELC-100	Electrical Module for 100 Users	1	\$1,000.00
132-32	SaaS-EMP-B	Employee Module for Base Users	1	\$25.00
132-32	SaaS-EMP-5	Employee Module for 5 Users	1	\$125.00
132-32	SaaS-EMP-10	Employee Module for 10 Users	1	\$212.50
132-32	SaaS-EMP-15	Employee Module for 15 Users	1	\$281.25
132-32	SaaS-EMP-20	Employee Module for 20 Users	1	\$350.00
132-32	SaaS-EMP-25	Employee Module for 25 Users	1	\$406.25
132-32	SaaS-EMP-50	Employee Module for 50 Users	1	\$625.00
132-32	SaaS-EMP-100	Employee Module for 100 Users	1	\$1,000.00
132-32	SaaS-ENG-B	Sustainability Module for Base Users	1	\$25.00
132-32	SaaS-ENG-5	Sustainability Module for 5 Users	1	\$125.00
132-32	SaaS-ENG-10	Sustainability Module for 10 Users	1	\$212.50
132-32	SaaS-ENG-15	Sustainability Module for 15 Users	1	\$281.25
132-32	SaaS-ENG-20	Sustainability Module for 20 Users	1	\$350.00
132-32	SaaS-ENG-25	Sustainability Module for 25 Users	1	\$406.25
132-32	SaaS-ENG-50	Sustainability Module for 50 Users	1	\$625.00
132-32	SaaS-ENG-100	Sustainability Module for 100 Users	1	\$1,000.00
132-32	SaaS-EXC-B	Executive Summary Module for Base Users	1	\$20.00
132-32	SaaS-EXC-5	Executive Summary Module for 5 Users	1	\$100.00
132-32	SaaS-EXC-10	Executive Summary Module for 10 Users	1	\$170.00

132-32	SaaS-EXC-15	Executive Summary Module for 15 Users	1	\$225.00
132-32	SaaS-EXC-20	Executive Summary Module for 20 Users	1	280.00
132-32	SaaS-EXC-25	Executive Summary Module for 25 Users	1	\$325.00
132-32	SaaS-EXC-50	Executive Summary Module for 50 Users	1	\$500.00
132-32	SaaS-EXC-100	Executive Summary Module for 100 Users	1	\$800.00
132-32	SaaS-FLS-B	Fire Life Safety Module for Base Users	1	\$25.00
132-32	SaaS- FLS-5	Fire Life Safety Module for 5 Users	1	\$125.00
132-32	SaaS- FLS-10	Fire Life Safety Module for 10 Users	1	\$212.50
132-32	SaaS- FLS-15	Fire Life Safety Module for 15 Users	1	\$281.25
132-32	SaaS- FLS-20	Fire Life Safety Module for 20 Users	1	\$350.00
132-32	SaaS- FLS-25	Fire Life Safety Module for 25 Users	1	\$406.25
132-32	SaaS- FLS-50	Fire Life Safety Module for 50 Users	1	\$625.00
132-32	SaaS- FLS-100	Fire Life Safety Module for 100 Users	1	\$1,000.00
132-32	SaaS-FUR-B	Furniture Module for Base Users	1	\$25.00
132-32	SaaS-FUR-5	Furniture Module for 5 Users	1	\$125.00
132-32	SaaS-FUR-10	Furniture Module for 10 Users	1	\$212.50
132-32	SaaS-FUR-15	Furniture Module for 15 Users	1	\$281.25
132-32	SaaS-FUR-20	Furniture Module for 20 Users	1	\$350.00
132-32	SaaS-FUR-25	Furniture Module for 25 Users	1	\$406.25
132-32	SaaS-FUR-50	Furniture Module for 50 Users	1	\$625.00
132-32	SaaS-FUR-100	Furniture Module for 100 Users	1	\$1,000.00
132-32	SaaS-MNT-B	Maintenance Module for Base Users	1	\$25.00
132-32	SaaS-MNT-5	Maintenance Module for 5 Users	1	\$125.00
132-32	SaaS-MNT-10	Maintenance Module for 10 Users	1	\$212.50

132-32	SaaS-MNT-15	Maintenance Module for 15 Users	1	\$281.25
132-32	SaaS-MNT-20	Maintenance Module for 20 Users	1	\$350.00
132-32	SaaS-MNT-25	Maintenance Module for 25 Users	1	\$406.25
132-32	SaaS-MNT-50	Maintenance Module for 50 Users	1	\$625.00
132-32	SaaS-MNT-100	Maintenance Module for 100 Users	1	\$1,000.00
132-32	SaaS-MEC-B	Mechanical/HVAC Module for Base Users	1	\$25.00
132-32	SaaS-MEC-5	Mechanical/HVAC Module for 5 Users	1	\$125.00
132-32	SaaS-MEC-10	Mechanical/HVAC Module for 10 Users	1	\$212.50
132-32	SaaS-MEC-15	Mechanical/HVAC Module for 15 Users	1	\$281.25
132-32	SaaS-MEC-20	Mechanical/HVAC Module for 20 Users	1	\$350.00
132-32	SaaS-MEC-25	Mechanical/HVAC Module for 25 Users	1	\$406.25
132-32	SaaS-MEC-50	Mechanical/HVAC Module for 50 Users	1	\$625.00
132-32	SaaS-MEC-100	Mechanical/HVAC Module for 100 Users	1	\$1,000.00
132-32	SaaS-MDG-B	Medical Gas Module for Base Users	1	\$25.00
132-32	SaaS-MDG-5	Medical Gas Module for 5 Users	1	\$125.00
132-32	SaaS-MDG-10	Medical Gas Module for 10 Users	1	\$212.50
132-32	SaaS-MDG-15	Medical Gas Module for 15 Users	1	\$281.25
132-32	SaaS-MDG-20	Medical Gas Module for 20 Users	1	\$350.00
132-32	SaaS-MDG-25	Medical Gas Module for 25 Users	1	\$406.25
132-32	SaaS-MDG-50	Medical Gas Module for 50 Users	1	\$625.00
132-32	SaaS-MDG-100	Medical Gas Module for 100 Users	1	\$1,000.00
132-32	SaaS-MOB-B	Mobile Platform for Base Users	1	\$25.00
132-32	SaaS-MOB-5	Mobile Platform for 5 Users	1	\$125.00
132-32	SaaS-MOB-10	Mobile Platform for 10 Users	1	\$212.50

132-32	SaaS-MOB-15	Mobile Platform for 15 Users	1	\$281.25
132-32	SaaS-MOB-20	Mobile Platform for 20 Users	1	\$350.00
132-32	SaaS-MOB-25	Mobile Platform for 25 Users	1	\$406.25
132-32	SaaS-MOB-50	Mobile Platform for 50 Users	1	\$625.00
132-32	SaaS-MOB-100	Mobile Platform for 100 Users	1	\$1,000.00
132-32	SaaS-PLB-B	Plumbing Module for Base Users	1	\$25.00
132-32	SaaS-PLB-5	Plumbing Module for 5 Users	1	\$125.00
132-32	SaaS-PLB-10	Plumbing Module for 10 Users	1	\$212.50
132-32	SaaS-PLB-15	Plumbing Module for 15 Users	1	\$281.25
132-32	SaaS-PLB-20	Plumbing Module for 20 Users	1	\$350.00
132-32	SaaS-PLB-25	Plumbing Module for 25 Users	1	\$406.25
132-32	SaaS-PLB-50	Plumbing Module for 50 Users	1	\$625.00
132-32	SaaS-PLB-100	Plumbing Module for 100 Users	1	\$1,000.00
132-32	SaaS-PRJ-B	Projects Module for Base Users	1	\$25.00
132-32	SaaS-PRJ-5	Projects Module for 5 Users	1	\$125.00
132-32	SaaS-PRJ-10	Projects Module for 10 Users	1	\$212.50
132-32	SaaS-PRJ-15	Projects Module for 15 Users	1	\$281.25
132-32	SaaS-PRJ-20	Projects Module for 20 Users	1	\$350.00
132-32	SaaS-PRJ-25	Projects Module for 25 Users	1	\$406.25
132-32	SaaS-PRJ-50	Projects Module for 50 Users	1	\$625.00
132-32	SaaS-PRJ-100	Projects Module for 100 Users	1	\$1,000.00
132-32	SaaS-RPM-B	Real Property Module for Base Users	1	\$25.00
132-32	SaaS-RPM-5	Real Property Module for 5 Users	1	\$125.00
132-32	SaaS-RPM-10	Real Property Module for 10 Users	1	\$212.50

132-32	SaaS-RPM-15	Real Property Module for 15 Users	1	\$281.25
132-32	SaaS-RPM-20	Real Property Module for 20 Users	1	\$350.00
132-32	SaaS-RPM-25	Real Property Module for 25 Users	1	\$406.25
132-32	SaaS-RPM-50	Real Property Module for 50 Users	1	\$625.00
132-32	SaaS-RPM-100	Real Property Module for 100 Users	1	\$1,000.00
132-32	SaaS-SPC-B	Space Module for Base Users	1	\$25.00
132-32	SaaS-SPC-5	Space Module for 5 Users	1	\$125.00
132-32	SaaS-SPC-10	Space Module for 10 Users	1	\$212.50
132-32	SaaS-SPC-15	Space Module for 15 Users	1	\$281.25
132-32	SaaS-SPC-20	Space Module for 20 Users	1	\$350.00
132-32	SaaS-SPC-25	Space Module for 25 Users	1	\$406.25
132-32	SaaS-SPC-50	Space Module for 50 Users	1	\$625.00
132-32	SaaS-SPC-100	Space Module for 100 Users	1	\$1,000.00
132-32	SaaS-SYS-B	System Administration Module for Base Users	1	\$75.00
132-32	SaaS-SYS-5	System Administration Module for 5 Users	1	\$375.00
132-32	SaaS-SYS-10	System Administration Module for 10 Users	1	\$637.50
132-32	SaaS-SYS-15	System Administration Module for 15 Users	1	\$843.75
132-32	SaaS-SYS-20	System Administration Module for 20 Users	1	\$1,050.00
132-32	SaaS-SYS-25	System Administration Module for 25 Users	1	\$1,218.75
132-32	SaaS-SYS-50	System Administration Module for 50 Users	1	\$1,875.00
132-32	SaaS-SYS-100	System Administration Module for 100 Users	1	\$3,000.00
132-32	SaaS-TEL-B	Telecom Module for Base Users	1	\$25.00
132-32	SaaS-TEL-5	Telecom Module for 5 Users	1	\$125.00
132-32	SaaS-TEL-10	Telecom Module for 10 Users	1	\$212.50

132-32	SaaS-TEL-15	Telecom Module for 15 Users	1	\$281.25
132-32	SaaS-TEL-20	Telecom Module for 20 Users	1	\$350.00
132-32	SaaS-TEL-25	Telecom Module for 25 Users	1	\$406.25
132-32	SaaS-TEL-50	Telecom Module for 50 Users	1	\$625.00
132-32	SaaS-TEL-100	Telecom Module for 100 Users	1	\$1,000.00
132-32	SaaS-USP-B	User Preferences Module for Base Users	1	\$10.00
132-32	SaaS-USP-5	User Preferences Module for 5 Users	1	\$50.00
132-32	SaaS-USP-10	User Preferences Module for 10 Users	1	\$85.00
132-32	SaaS-USP-15	User Preferences Module for 15 Users	1	\$112.50
132-32	SaaS-USP-20	User Preferences Module for 20 Users	1	\$140.00
132-32	SaaS-USP-25	User Preferences Module for 25 Users	1	\$162.50
132-32	SaaS-USP-50	User Preferences Module for 50 Users	1	\$250.00
132-32	SaaS-USP-100	User Preferences Module for 100 Users	1	\$400.00
132-32	SaaS-WEB-B	Web Services Module for Base Users	1	\$15.00
132-32	SaaS-WEB-5	Web Services Module for 5 Users	1	\$75.00
132-32	SaaS-WEB-10	Web Services Module for 10 Users	1	\$127.50
132-32	SaaS-WEB-15	Web Services Module for 15 Users	1	\$168.75
132-32	SaaS-WEB-20	Web Services Module for 20 Users	1	\$210.00
132-32	SaaS-WEB-25	Web Services Module for 25 Users	1	\$243.75
132-32	SaaS-WEB-50	Web Services Module for 50 Users	1	\$375.00
132-32	SaaS-WEB-100	Web Services Module for 100 Users	1	\$600.00
132-32	SaaS-WRK-B	Work Order Module for Base Users	1	\$25.00
132-32	SaaS-WRK-5	Work Order Module for 5 Users	1	\$125.00
132-32	SaaS-WRK-10	Work Order Module for 10 Users	1	\$212.50

132-32	SaaS-WRK-15	Work Order Module for 15 Users	1	\$281.25
132-32	SaaS-WRK-20	Work Order Module for 20 Users	1	\$350.00
132-32	SaaS-WRK-25	Work Order Module for 25 Users	1	\$406.25
132-32	SaaS-WRK-50	Work Order Module for 50 Users	1	\$625.00
132-32	SaaS-WRK-100	Work Order Module for 100 Users	1	\$1,000.00

Special Item No. 132-33 Perpetual Software Licenses

10.2 iDrawings® On-Site Implementation

GSA Pricing

SIN	MFR Part #	Product Description	Unit	GSA Price
132-33	OS-ASB-B	As-Builts Module for Base Users	1	\$1,800.00
132-33	OS-ASB-5	As-Builts Module for 5 Users	1	\$9,000.00
132-33	OS-ASB-10	As-Builts Module for 10 Users	1	\$15,300.00
132-33	OS-ASB-15	As-Builts Module for 15 Users	1	\$20,250.00
132-33	OS-ASB-20	As-Builts Module for 20 Users	1	\$25,200.00
132-33	OS-ASB-25	As-Builts Module for 25 Users	1	\$29,250.00
132-33	OS-ASB-50	As-Builts Module for 50 Users	1	\$45,000.00
132-33	OS-ASB-100	As-Builts Module for 100 Users	1	\$72,000.00
132-33	OS-AST-B	Assets Module for Base Users	1	\$900.00
132-33	OS-AST-5	Assets Module for 5 Users	1	\$4,500.00
132-33	OS-AST-10	Assets Module for 10 Users	1	\$7,650.00
132-33	OS-AST-15	Assets Module for 15 Users	1	\$10,125.00
132-33	OS-AST-20	Assets Module for 20 Users	1	\$12,600.00

132-33	OS-AST-25	Assets Module for 25 Users	1	\$14,625.00
132-33	OS-AST-50	Assets Module for 50 Users	1	\$22,500.00
132-33	OS-AST-100	Assets Module for 100 Users	1	\$36,000.00
132-33	OS-CAI-B	CAI Module for Base Users	1	\$720.00
132-33	OS-CAI-5	CAI Module for 5 Users	1	\$3,600.00
132-33	OS-CAI-10	CAI Module for 10 Users	1	\$6,120.00
132-33	OS-CAI-15	CAI Module for 15 Users	1	\$8,100.00
132-33	OS-CAI-20	CAI Module for 20 Users	1	\$10,080.00
132-33	OS-CAI-25	CAI Module for 25 Users	1	\$11,700.00
132-33	OS-CAI-50	CAI Module for 50 Users	1	\$18,000.00
132-33	OS-CAI-100	CAI Module for 100 Users	1	\$28,800.00
132-33	OS-FCA-B	Condition Assessment Module for Base Users	1	\$900.00
132-33	OS-FCA-5	Condition Assessment Module for 5 Users	1	\$4,500.00
132-33	OS-FCA-10	Condition Assessment Module for 10 Users	1	\$7,650.00
132-33	OS-FCA-15	Condition Assessment Module for 15 Users	1	\$10,125.00
132-33	OS-FCA-20	Condition Assessment Module for 20 Users	1	\$12,600.00
132-33	OS-FCA-25	Condition Assessment Module for 25 Users	1	\$14,625.00
132-33	OS-FCA-50	Condition Assessment Module for 50 Users	1	\$22,500.00
132-33	OS-FCA-100	Condition Assessment Module for 100 Users	1	\$36,000.00
132-33	OS-DOC-B	Documents Module for Base Users	1	\$720.00
132-33	OS-DOC-5	Documents Module for 5 Users	1	\$3,600.00
132-33	OS-DOC-10	Documents Module for 10 Users	1	\$6,120.00
132-33	OS-DOC-15	Documents Module for 15 Users	1	\$8,100.00
132-33	OS-DOC-20	Documents Module for 20 Users	1	\$10,080.00

132-33	OS-DOC-25	Documents Module for 25 Users	1	\$11,700.00
132-33	OS-DOC-50	Documents Module for 50 Users	1	\$18,000.00
132-33	OS-DOC-100	Documents Module for 100 Users	1	\$28,800.00
132-33	OS-ELC-B	Electrical Module for Base Users	1	\$900.00
132-33	OS-ELC-5	Electrical Module for 5 Users	1	\$4,500.00
132-33	OS-ELC-10	Electrical Module for 10 Users	1	\$7,650.00
132-33	OS-ELC-15	Electrical Module for 15 Users	1	\$10,125.00
132-33	OS-ELC-20	Electrical Module for 20 Users	1	\$12,600.00
132-33	OS-ELC-25	Electrical Module for 25 Users	1	\$14,625.00
132-33	OS-ELC-50	Electrical Module for 50 Users	1	\$22,500.00
132-33	OS-ELC-100	Electrical Module for 100 Users	1	\$36,000.00
132-33	OS-EMP-B	Employee Module for Base Users	1	\$900.00
132-33	OS-EMP-5	Employee Module for 5 Users	1	\$4,500.00
132-33	OS-EMP-10	Employee Module for 10 Users	1	\$7,650.00
132-33	OS-EMP-15	Employee Module for 15 Users	1	\$10,125.00
132-33	OS-EMP-20	Employee Module for 20 Users	1	\$12,600.00
132-33	OS-EMP-25	Employee Module for 25 Users	1	\$14,625.00
132-33	OS-EMP-50	Employee Module for 50 Users	1	\$22,500.00
132-33	OS-EMP-100	Employee Module for 100 Users	1	\$36,000.00
132-33	OS-ENG-B	Sustainability Module for Base Users	1	\$900.00
132-33	OS-ENG-5	Sustainability Module for 5 Users	1	\$4,500.00
132-33	OS-ENG-10	Sustainability Module for 10 Users	1	\$7,650.00
132-33	OS-ENG-15	Sustainability Module for 15 Users	1	\$10,125.00
132-33	OS-ENG-20	Sustainability Module for 20 Users	1	\$12,600.00

132-33	OS-ENG-25	Sustainability Module for 25 Users	1	\$14,625.00
132-33	OS-ENG-50	Sustainability Module for 50 Users	1	\$22,500.00
132-33	OS-ENG-100	Sustainability Module for 100 Users	1	\$36,000.00
132-33	OS-EXC-B	Executive Summary Module for Base Users	1	\$900.00
132-33	OS-EXC-5	Executive Summary Module for 5 Users	1	\$4,500.00
132-33	OS-EXC-10	Executive Summary Module for 10 Users	1	\$7,650.00
132-33	OS-EXC-15	Executive Summary Module for 15 Users	1	\$10,125.00
132-33	OS-EXC-20	Executive Summary Module for 20 Users	1	\$12,600.00
132-33	OS-EXC-25	Executive Summary Module for 25 Users	1	\$14,625.00
132-33	OS-EXC-50	Executive Summary Module for 50 Users	1	\$22,500.00
132-33	OS-EXC-100	Executive Summary Module for 100 Users	1	\$36,000.00
132-33	OS-FLS-B	Fire Life Safety Module for Base Users	1	\$900.00
132-33	OS-FLS-5	Fire Life Safety Module for 5 Users	1	\$4,500.00
132-33	OS-FLS-10	Fire Life Safety Module for 10 Users	1	\$7,650.00
132-33	OS-FLS-15	Fire Life Safety Module for 15 Users	1	\$10,125.00
132-33	OS-FLS-20	Fire Life Safety Module for 20 Users	1	\$12,600.00
132-33	OS-FLS-25	Fire Life Safety Module for 25 Users	1	\$14,625.00
132-33	OS-FLS-50	Fire Life Safety Module for 50 Users	1	\$22,500.00
132-33	OS-FLS-100	Fire Life Safety Module for 100 Users	1	\$36,000.00
132-33	OS-FUR-B	Furniture Module for Base Users	1	\$900.00
132-33	OS-FUR-5	Furniture Module for 5 Users	1	\$4,500.00
132-33	OS-FUR-10	Furniture Module for 10 Users	1	\$7,650.00
132-33	OS-FUR-15	Furniture Module for 15 Users	1	\$10,125.00
132-33	OS-FUR-20	Furniture Module for 20 Users	1	\$12,600.00

132-33	OS-FUR-25	Furniture Module for 25 Users	1	\$14,625.00
132-33	OS-FUR-50	Furniture Module for 50 Users	1	\$22,500.00
132-33	OS-FUR-100	Furniture Module for 100 Users	1	\$36,000.00
132-33	OS-MNT-B	Maintenance Module for Base Users	1	\$900.00
132-33	OS-MNT-5	Maintenance Module for 5 Users	1	\$4,500.00
132-33	OS-MNT-10	Maintenance Module for 10 Users	1	\$7,650.00
132-33	OS-MNT-15	Maintenance Module for 15 Users	1	\$10,125.00
132-33	OS-MNT-20	Maintenance Module for 20 Users	1	\$12,600.00
132-33	OS-MNT-25	Maintenance Module for 25 Users	1	\$14,625.00
132-33	OS-MNT-50	Maintenance Module for 50 Users	1	\$22,500.00
132-33	OS-MNT-100	Maintenance Module for 100 Users	1	\$36,000.00
132-33	OS-MEC-B	Mechanical/HVAC Module for Base Users	1	\$900.00
132-33	OS-MEC-5	Mechanical/HVAC Module for 5 Users	1	\$4,500.00
132-33	OS-MEC-10	Mechanical/HVAC Module for 10 Users	1	\$7,650.00
132-33	OS-MEC-15	Mechanical/HVAC Module for 15 Users	1	\$10,125.00
132-33	OS-MEC-20	Mechanical/HVAC Module for 20 Users	1	\$12,600.00
132-33	OS-MEC-25	Mechanical/HVAC Module for 25 Users	1	\$14,625.00
132-33	OS-MEC-50	Mechanical/HVAC Module for 50 Users	1	\$22,500.00
132-33	OS-MEC-100	Mechanical/HVAC Module for 100 Users	1	\$36,000.00
132-33	OS-MDG-B	Medical Gas Module for Base Users	1	\$900.00
132-33	OS-MDG-5	Medical Gas Module for 5 Users	1	\$4,500.00
132-33	OS-MDG-10	Medical Gas Module for 10 Users	1	\$7,650.00
132-33	OS-MDG-15	Medical Gas Module for 15 Users	1	\$10,125.00
132-33	OS-MDG-20	Medical Gas Module for 20 Users	1	\$12,600.00

132-33	OS-MDG-25	Medical Gas Module for 25 Users	1	\$14,625.00
132-33	OS-MDG-50	Medical Gas Module for 50 Users	1	\$22,500.00
132-33	OS-MDG-100	Medical Gas Module for 100 Users	1	\$36,000.00
132-33	OS-MOB-B	Mobile Platform for Base Users	1	\$900.00
132-33	OS-MOB-5	Mobile Platform for 5 Users	1	\$4,500.00
132-33	OS-MOB-10	Mobile Platform for 10 Users	1	\$7,650.00
132-33	OS-MOB-15	Mobile Platform for 15 Users	1	\$10,125.00
132-33	OS-MOB-20	Mobile Platform for 20 Users	1	\$12,600.00
132-33	OS-MOB-25	Mobile Platform for 25 Users	1	\$14,625.00
132-33	OS-MOB-50	Mobile Platform for 50 Users	1	\$22,500.00
132-33	OS-MOB-100	Mobile Platform for 100 Users	1	\$36,000.00
132-33	OS-PLB-B	Plumbing Module for Base Users	1	\$900.00
132-33	OS-PLB-5	Plumbing Module for 5 Users	1	\$4,500.00
132-33	OS-PLB-10	Plumbing Module for 10 Users	1	\$7,650.00
132-33	OS-PLB-15	Plumbing Module for 15 Users	1	\$10,125.00
132-33	OS-PLB-20	Plumbing Module for 20 Users	1	\$12,600.00
132-33	OS-PLB-25	Plumbing Module for 25 Users	1	\$14,625.00
132-33	OS-PLB-50	Plumbing Module for 50 Users	1	\$22,500.00
132-33	OS-PLB-100	Plumbing Module for 100 Users	1	\$36,000.00
132-33	OS-PRJ-B	Projects Module for Base Users	1	\$900.00
132-33	OS-PRJ-5	Projects Module for 5 Users	1	\$4,500.00
132-33	OS-PRJ-10	Projects Module for 10 Users	1	\$7,650.00
132-33	OS-PRJ-15	Projects Module for 15 Users	1	\$10,125.00
132-33	OS-PRJ-20	Projects Module for 20 Users	1	\$12,600.00

132-33	OS-PRJ-25	Projects Module for 25 Users	1	\$14,625.00
132-33	OS-PRJ-50	Projects Module for 50 Users	1	\$22,500.00
132-33	OS-PRJ-100	Projects Module for 100 Users	1	\$36,000.00
132-33	OS-RPM-B	Real Property Module for Base Users	1	\$900.00
132-33	OS-RPM-5	Real Property Module for 5 Users	1	\$4,500.00
132-33	OS-RPM-10	Real Property Module for 10 Users	1	\$7,650.00
132-33	OS-RPM-15	Real Property Module for 15 Users	1	\$10,125.00
132-33	OS-RPM-20	Real Property Module for 20 Users	1	\$12,600.00
132-33	OS-RPM-25	Real Property Module for 25 Users	1	\$14,625.00
132-33	OS-RPM-50	Real Property Module for 50 Users	1	\$22,500.00
132-33	OS-RPM-100	Real Property Module for 100 Users	1	\$36,000.00
132-33	OS-SPC-B	Space Module for Base Users	1	\$900.00
132-33	OS-SPC-5	Space Module for 5 Users	1	\$4,500.00
132-33	OS-SPC-10	Space Module for 10 Users	1	\$7,650.00
132-33	OS-SPC-15	Space Module for 15 Users	1	\$10,125.00
132-33	OS-SPC-20	Space Module for 20 Users	1	\$12,600.00
132-33	OS-SPC-25	Space Module for 25 Users	1	\$14,625.00
132-33	OS-SPC-50	Space Module for 50 Users	1	\$22,500.00
132-33	OS-SPC-100	Space Module for 100 Users	1	\$36,000.00
132-33	OS-SYS-B	System Administration Module for Base Users	1	\$2,700.00
132-33	OS-SYS-5	System Administration Module for 5 Users	1	\$13,500.00
132-33	OS-SYS-10	System Administration Module for 10 Users	1	\$22,950.00
132-33	OS-SYS-15	System Administration Module for 15 Users	1	\$30,375.00
132-33	OS-SYS-20	System Administration Module for 20 Users	1	\$37,800.00

132-33	OS-SYS-25	System Administration Module for 25 Users	1	\$43,875.00
132-33	OS-SYS-50	System Administration Module for 50 Users	1	\$67,500.00
132-33	OS-SYS-100	System Administration Module for 100 Users	1	\$108,000.00
132-33	OS-TEL-B	Telecom Module for Base Users	1	\$900.00
132-33	OS-TEL-5	Telecom Module for 5 Users	1	\$4,500.00
132-33	OS-TEL-10	Telecom Module for 10 Users	1	\$7,650.00
132-33	OS-TEL-15	Telecom Module for 15 Users	1	\$10,125.00
132-33	OS-TEL-20	Telecom Module for 20 Users	1	\$12,600.00
132-33	OS-TEL-25	Telecom Module for 25 Users	1	\$14,625.00
132-33	OS-TEL-50	Telecom Module for 50 Users	1	\$22,500.00
132-33	OS-TEL-100	Telecom Module for 100 Users	1	\$36,000.00
132-33	OS-USP-B	User Preferences Module for Base Users	1	\$360.00
132-33	OS-USP-5	User Preferences Module for 5 Users	1	\$1,800.00
132-33	OS-USP-10	User Preferences Module for 10 Users	1	\$3,060.00
132-33	OS-USP-15	User Preferences Module for 15 Users	1	\$4,050.00
132-33	OS-USP-20	User Preferences Module for 20 Users	1	\$5,040.00
132-33	OS-USP-25	User Preferences Module for 25 Users	1	\$5,850.00
132-33	OS-USP-50	User Preferences Module for 50 Users	1	\$9,000.00
132-33	OS-USP-100	User Preferences Module for 100 Users	1	\$14,400.00
132-33	OS-WEB-B	Web Services Module for Base Users	1	\$500.00
132-33	OS-WEB-5	Web Services Module for 5 Users	1	\$2,500.00
132-33	OS-WEB-10	Web Services Module for 10 Users	1	\$4,250.00
132-33	OS-WEB-15	Web Services Module for 15 Users	1	\$5,625.00
132-33	OS-WEB-20	Web Services Module for 20 Users	1	\$7,000.00

132-33	OS-WEB-25	Web Services Module for 25 Users	1	\$8,125.00
132-33	OS-WEB-50	Web Services Module for 50 Users	1	\$12,500.00
132-33	OS-WEB-100	Web Services Module for 100 Users	1	\$20,000.00
132-33	OS-WRK-B	Work Order Module for Base Users	1	\$900.00
132-33	OS-WRK-5	Work Order Module for 5 Users	1	\$4,500.00
132-33	OS-WRK-10	Work Order Module for 10 Users	1	\$7,650.00
132-33	OS-WRK-15	Work Order Module for 15 Users	1	\$10,125.00
132-33	OS-WRK-20	Work Order Module for 20 Users	1	\$12,600.00
132-33	OS-WRK-25	Work Order Module for 25 Users	1	\$14,625.00
132-33	OS-WRK-50	Work Order Module for 50 Users	1	\$22,500.00
132-33	OS-WRK-100	Work Order Module for 100 Users	1	\$36,000.00

11.0 Indus Systems Service Agreements

11.1 SaaS Customer Agreement

Service Agreement

This Service Agreement (“Agreement”) is made between Indus Systems (“Vendor”) with its principal address at 2352 Main Street, Concord, MA 01742 and [REDACTED] the Customer (as defined below) with principal offices at [REDACTED]. This Agreement, including the attached Schedule(s), is effective on the date that both parties have signed this Agreement (the “Effective Date”).

1. Definitions. The following definitions (and additional definitions provided below) will apply:
 - 1.1. “Activation Date” is defined in Section 23.
 - 1.2. “Customer” means the legal entity or individual that enters into this Agreement as described on the Signature Page.
 - 1.3. “Customer Data” means data, information or material provided or submitted by Customer or any User to Vendor in the course of utilizing the Service.
 - 1.4. “Customer Representative” means the Users designated by Customer as authorized to create User accounts, administer Customer’s use of the Service and otherwise represent Customer for the purpose of this Agreement.
 - 1.5. “Pricing Schedule” means Schedule A to this Agreement.
 - 1.6. “Service” means Vendor’s online service as described in Schedule B and applicable documentation on Vendor’s web site.
 - 1.7. “Term” means the term of this Agreement as specified in Section 23.
 - 1.8. “User” means one of Customer’s employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer’s business affairs who are authorized to use the Service and have been supplied User identifications and passwords by Customer (or by Vendor at Customer’s request).
 - 1.9. “Vendor Content” means Vendor-supplied text, audio, video, graphics and other information and data available by means of the Service or on Vendor’s web site.

2. Customer Use of the Service

2.1. Vendor grants Customer a license to access and use the Service during the Term via the Internet under and subject to the terms of this Agreement. Vendor will host the Service. Vendor reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

2.2. Customer is licensed during the Term to store, print, and display the Vendor Content and to permit Users to access it only in connection with use of the Service. No other use of Vendor Content is permitted. Customer will maintain and will require its Users to maintain Vendor Content as Confidential Information (as defined below) of Vendor.

3. Number of Authorized Users

Customer is initially authorized to permit use by the number of Users listed in the Pricing Schedule. Customer, by its Customer Representative, may add to the number of Users by contacting Vendor customer support by email or phone or by utilizing applicable management features of the Service. Customer will be bound by the instructions and authorizations provided by its Customer Representative.

4. Fees Generally

Customer agrees to pay fees as set forth in the Pricing Schedule or as Vendor and Customer otherwise agree in writing.

5. User-Based Fees; Payment

5.1. Subject to the fee structure and calculations stated in the Pricing Schedule, license fees are due for the Service based on the number of billable Users in the immediately preceding month. A User is considered billable if his or her account (with a username and password) is available for login and use at any time during a month. Customer agrees that charges will apply for all billable User accounts including those that have been inactive during a particular month. A User account may not be shared or used by more than one User.

5.2. Vendor will invoice monthly for use of the Service at the end of the month. All invoices for any charges under this Agreement are due and payable within 30 days of invoice date. For customers paying via credit card, customer's credit card is charged simultaneously with the creation of the customer's invoice. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due date specified on the invoice. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such amounts. Vendor shall state separately on its invoices taxes excluded from the contract price, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to vendor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. All amounts are payable in U.S. dollars. If Customer believes that any specific charge under this Agreement is incorrect, in order to obtain a credit, Customer must contact Vendor in writing within 30 days of invoice date setting forth the nature and amount of the requested correction; otherwise invoices are final.

6. Excess Data Storage Fees

The maximum disk storage space for Customer Data provided to Customer at no additional charge is specified on the Pricing Schedule. If the amount of disk storage required for Customer's use exceeds this limit, Customer will be charged per-megabyte (MB) at the applicable rate stated in the Pricing Schedule, based on the maximum storage used during the month.

7. Non-Payment

7.1 Non payment of vendor invoices will be resolved in a manner consistent with FAR52.233-1

7.2. Delinquent invoices will be subject to late payment interest as governed by Prompt Payment Act (31 USC 3901).

8. Account Information Submitted to Vendor

Customer agrees to provide Vendor in writing with billing and contact information as Vendor may reasonably require, including Customer's legal company name, street address, email address, and name and telephone number of an authorized billing contact, as well as the name, User name and password of the Customer Representative. Customer agrees to update this information promptly by means of email, and in any case within 15 days, if there is any change.

9. Appropriate Use of the Service

9.1. While Users may be any persons that Customer authorizes to use the Service for its business, including, but not limited to, Customer's employees and contractors, Customer may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Vendor's prior written consent.

9.2. Customer agrees not to submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, Vendor may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Vendor web site; Customer and Customer's Users may be bound by any such rules but only after Customer review and acceptance. Vendor reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any Vendor rules regarding appropriate use, but is not obligated to do so. Customer and Customer's Users will comply with all applicable laws regarding Customer Data, use of the Service and the Vendor Content, including laws involving private data and any applicable export controls.

9.3. Vendor reserves the right to suspend or terminate immediately any Customer or User account or activity that is disrupting or causing harm to Vendor's computers, systems or infrastructure or to other parties, or is in violation of state or federal laws regarding "spam," including, without limitation, the CAN-SPAM Act of 2003.

10. Passwords and Access

Customer is responsible for all activities that occur under Customer's User accounts. Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords. Customer agrees to notify Vendor immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

11. Customer Data

11.1. All Customer Data submitted by Customer to Vendor, whether posted by Customer or by Users, will remain the sole property of Customer or such Users to the full extent provided by law.

11.2. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Vendor will not use the Customer Data for any purpose other than to provide the Service to Customer and for statistical reporting purposes. Vendor may aggregate anonymous statistical data regarding use and functioning of its system by its various Users. Such aggregated statistical data will be the sole property of Vendor.

11.3. On a monthly basis during the Term, Vendor will (at Customer's request, in writing or by email, to Vendor customer support) make one backup of the then current Customer Data available to the Customer in Vendor's standard format. Additional backup services are available at additional cost; Customer may contact Vendor customer support for details.

11.4. Vendor will use commercially reasonable security measures to protect Customer Data against unauthorized disclosure or use.

12. Limited License to Customer Data

Subject to the terms and conditions of this Agreement, Customer grants to Vendor a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide and maintain the Service.

13. Vendor's Ownership

Vendor and its suppliers retain all rights in the Service and Vendor Content. This Agreement grants no ownership rights to Customer. No license is granted to Customer except as to use of the Service as expressly stated herein. The Vendor name, the Vendor logo, and the product names associated with the Service are trademarks of Vendor or third parties, and they may not be used without Vendor's prior written consent.

14. Restrictions on Use of the Service

Customer may not alter, resell or sublicense the Service or provide it as a service bureau. Customer agrees not to reverse engineer the Service or its software or other technology. Customer will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service or the Vendor Content or (iv) copy any features, functions or graphics of the Service or the Vendor Content. Customer will not "frame" or

“mirror” the Service. Use, resale or exploitation of the Service and/or the Vendor Content except as expressly permitted in this Agreement is prohibited.

15. Privacy

Vendor agrees to implement its privacy policies in effect from time to time. Vendor reserves the right to modify its privacy and security policies from time to time in its business judgment and as it deems required for compliance with applicable law.

16. Warranty Regarding the Service

Vendor warrants that the Service will perform in all material respects to the functionality as described in applicable online user documentation available via Vendor’s web site.

17. Service Level Warranty

Vendor warrants during the Term of this Agreement that the Service will meet the applicable service level stated in Schedule C. If Vendor does not achieve such service level, Vendor will provide Customer upon request with a credit as described in Schedule C as Customer’s sole and exclusive remedy. To claim a remedy under this Section, Customer is required to notify Vendor within 15 days of the occurrence of the failure to provide the applicable service level.

18. Additional Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer’s billing information is correct.

19. Professional Services

19.1. Customer may retain Vendor to perform professional services (“Professional Services”) as the parties may agree upon in writing in the form of a work order or other writing (“Work Order”). Vendor will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer’s Users. Except as the parties otherwise agree in a Work Order, Professional Services and the results thereof are made available “AS IS.”

19.2. Unless otherwise agreed in writing in the Work Order, Professional Services are provided by Vendor on a time and materials basis at Vendor’s then applicable rates. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis under this Section unless otherwise agreed in writing. The code and functionality made or provided under this Section and all interests therein, including copyrights, will be Vendor’s property. Access to the results of Professional Services will be available as part of the Service during the Term unless otherwise agreed in writing. The initial Work Order (if any) is attached as Schedule D. Unless otherwise agreed in a Work Order, Vendor may bill for Professional Services on a weekly or monthly basis, at its discretion.

20. Indemnification

20.1. Vendor will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Service or Vendor Content (other than that due to Customer Data). In case of such a claim, Vendor may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer, replace the Service with a non-infringing Service, or if it deems such remedies not practicable, Vendor may terminate the Service and this Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the license fees prepaid for use of the Service not yet furnished as of the termination date. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

20.2. In case of any claim that is subject to indemnification under this Agreement, Customer ("Indemnitee") will provide the Vendor ("Indemnitor") reasonably prompt notice of the relevant claim. Vendor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Vendor upon request to the extent permitted by 28 U.S.C. 516. Claims may be settled without the consent of the Customer, unless the settlement includes an admission of wrongdoing, fault or liability.

21. Disclaimers and Limitations

21.1. THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTIONS 16, 17 AND 18 ABOVE, THE SERVICE AND VENDOR CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. VENDOR DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED. VENDOR IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

21.2. Except with regard to Customer's payment obligations and with regard to Vendor's indemnification obligations, in no event will either party's aggregate liability exceed the license fees due for the 12 month period measured by the monthly payment obligation at the time of the event or circumstance giving rise

to such claim. Except in regard to Customer breach of Sections 9 or 10, in no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage). This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

21.3. The Service may include gateways, links or other functionality that allows Customer and/or Users to access third party services ("Third Party Services") and/or third party content and materials ("Third Party Materials"). Vendor does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. **VENDOR MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD PARTY MATERIALS.**

22. Confidentiality

22.1. "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

22.2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

22.3. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for two (2) years after the termination or expiration of this Agreement.

22.4. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all

copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

22.5. In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

23. Term and Termination

23.1. The Term commences on the "Effective Date." Vendor will use commercially reasonable efforts to make the Service available to Customer on the "Target Activation Date" stated on Schedule A. The "Activation Date" will be the date that Vendor first makes the Service available to Customer and provides email or written notice of such availability to Customer. In most cases, the Target Activation Date and the Activation Date will be the same; Vendor will inform Customer of any likely delay.

23.2. The initial term of this Agreement ("Initial Term") will begin on the Effective Date and will end one year from the Activation Date. Applicable pricing, including monthly minimum fees, will continue unchanged from the previous term unless the pricing is modified on the underlying GSA Schedule contract.

23.3. NA

23.4. In the event that this Agreement is terminated (for any reason), Vendor will, within 5 days of a Customer's request, make available one backup of the Customer Data in Vendor's standard format. Customer agrees and acknowledges that Vendor has no obligation to retain and may delete Customer Data that remains in Vendor's possession or control more than 60 days after termination.

23.5. NA

23.6. The following provisions will survive termination: all definitions, Customer's accrued financial obligations, the license to Customer Data to the extent reasonable for Vendor's discharge of its post-termination obligations, and the following Sections and paragraphs: 1 (Definitions), 7.2 (Overdue Payments), 11.1 (Customer Data), 13 (Vendor's Ownership), 14 (Restrictions on Use of the Service), 20 (Indemnification), 21 (Disclaimers and Limitations), 22 (Confidentiality), 22.4 (Return of Customer Data), 23.6 (Survival of Provisions), 24 (Notice), 26 (Arbitration), 27 (Non-Solicitation), and 28 (Miscellaneous).

24. Notice

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) transmitted by facsimile, in each case properly posted to the appropriate address set forth below.

Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices are effective on receipt.

All written notices required or permitted under this AGREEMENT shall be addressed as follows:

TO: CUSTOMER:



TO: INDUS:

Indus Systems, Inc.
2352 Main Street, Suite 301
Concord, MA 1742
Attention: Anupam Sachdev

25. Assignment

This Agreement may not be assigned by Customer without the prior written approval of Vendor and may not be assigned by Vendor. Any purported assignment in violation of this Section will be void. This agreement may be enforced by and is binding on permitted successors and assigns.

26. Arbitration NA

27. Non-Solicitation

During the Term of this Agreement and for a period of one year thereafter, Customer will not, and will ensure that its affiliates will not, directly: (i) solicit for employment or for performance of any services any person employed by Vendor or (ii) hire or engage for any services any person employed by Vendor.

28. Miscellaneous

28.1. *Choice of Law; Jurisdiction.* This Agreement will be interpreted fairly in accordance with its terms, without any strict construction in favor of or against either party and in accordance with the Federal laws of the United States.

28.2. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

28.3. *No Agency.* No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of the Service.

28.4. *No Waiver.* The failure of Vendor to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Vendor in writing.

28.5. *Force Majeure.* Except for the payment by Customer, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

28.6. *Entire Agreement.* This Agreement, together with any applicable Schedule(s) (including the underlying GSA Schedule contract), comprises the entire agreement between Customer and Vendor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Signed as a binding Agreement by the parties as of the Effective Date:

Vendor: Indus Systems

By (Authorized Signatory): _____ Date: _____

Print Name: _____ Title: _____

Customer

Company Name: _____

By (Authorized Signatory): _____ Date: _____

Print Name: _____ Title: _____

Street Address: _____

City, State: _____

Postal Code, Country: _____

Email Address for Contact: _____

Schedule A
Pricing Schedule

[To be added]

Schedule B

Service Description

[To be added]

Schedule C

Service Level Agreement

1. Service Level Warranty: Vendor's warranty is no less than 95% Uptime (as defined below).
2. "Uptime" means the service is operational and is available to communicate with the Internet in Vendor's server location (which may be at a co-location facility).
3. This credit does not apply to the extent that the failure to achieve the Uptime is due to (a) circumstances that are subject to the Force Majeure clause of this Agreement, (b) scheduled maintenance and system upgrades, or (c) Customer's misuse of the Services.

Schedule D

Work Order for Professional Services

[To be added or state "None"]

11.2 End User License Agreement

Software License Agreement

This Software License Agreement ("Agreement") is entered into as of the [REDACTED] day of [REDACTED], 20[REDACTED] (the "Effective Date") between Indus Systems, Inc. ("Vendor") with principal offices at 2352 Main Street, Suite 301, Concord, MA 01742 and [REDACTED] ("Customer") with principal offices at [REDACTED].

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Definitions

- 1.1. "Documentation" means any help files, instruction manuals, operating instructions, user manuals, and specifications provided by Vendor which describe the use of the Software and which either accompany the Software or are provided to Customer at any time.
- 1.2. "Named User" is defined as an individual authorized by Customer to use the Software regardless of whether the individual is actively using the Software at any given time. Each Named User will be assigned a unique user name and password.
- 1.3. "Releases" shall mean released versions, if any, to the Software. "Major Releases" involve additions of substantial functionality while "Minor Releases" do not. Major Releases are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Releases are designated by a change in such number to the right of the decimal point. Vendor is the sole determiner of the availability and designation of an update as a Major Release or Minor Release. Major Releases exclude software releases which are reasonably designated by Vendor as new products. Where used herein "Releases" shall mean Major Releases or Minor Releases or both as the context requires.
- 1.4. "Site" means each physical location specified in Schedule A.
- 1.5. "Software" means the computer programs in binary form as described in Schedule A or otherwise agreed in writing.
- 1.6. "Subsidiary" means all current and future business entities as to which a party owns, directly or indirectly, more than fifty percent (50%) of the equity ownership and voting rights that provide the power to select the management of the entities, for so long as such ownership and control exists.
- 1.7. "Third Party Component" will mean any component of the Software, as listed in Vendor's Documentation, provided by a third party vendor to Vendor and utilized as a component of the Software.

2. Delivery and License

- 2.1. *Delivery.* Delivery of the Software ("Delivery") will be deemed to have taken place when (a) Vendor ships the Software on disk or (b) makes the Software available for download and the Vendor has notified the Customer that the Software is available. Vendor will provide Documentation in paper, on disk, or online form, at Vendor's discretion.
- 2.2. *Installation.* Vendor will install the Software on the Equipment at the Site(s) based on a mutually agreed upon schedule, subject to Customer's obligation to pay Vendor's fees for installation as described in Schedule A herein.

3. License

- 3.1. *Grant of License.* Subject to the terms and conditions of this Agreement, upon Delivery, Vendor grants Customer and Customer accepts a perpetual (unless terminated as expressly provided for below), non-exclusive, non-transferable (except as expressly provided for below) license to install and use the Software solely for Customer's own internal business use. Customer's license to use the Software is limited to the number of Named Users stated on Schedule A (or such greater number as Customer may have purchased from Vendor at Vendor's applicable pricing).
- 3.2. *Copies.* Customer will be entitled to make a reasonable number of binary copies of the Software for backup or archival purposes only. Customer may make a reasonable number of copies of the Documentation for internal use. Customer may not copy the Software, except as permitted by this Agreement. Whenever Customer is permitted to copy or reproduce all or any part of the Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.
- 3.3. *License Management Software.* Vendor reserves the right to use license management software to limit Customer's use of the Software to the limits stated in this Agreement. Customer will not circumvent or attempt to circumvent such license management software.
- 3.4. *Additional Software.* By written agreement, the parties may add additional Vendor software programs to this Agreement. Upon such agreement (together with Customer's appropriate purchase order), the additional programs will thereafter be included in "Software" under this Agreement. No terms stated in Customer's purchase order or other form document will modify this Agreement. Vendor reserves the right to require different or additional terms and conditions for the licensing of any additional software to which Customer has an opportunity to review before acceptance of those additional terms and conditions.
- 3.5. *Third Party Components.* Any Third Party Component used in or with such additional Vendor software may be licensed to Customer subject to its different or additional terms and conditions to which Customer has an opportunity to review before acceptance of any different or additional terms and conditions.

4. License Restrictions. Customer agrees not to: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer the Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on any ASP, software-as-a-service or service bureau basis; or (e) use, copy, exploit, or permit use of the Software except as expressly authorized in this Agreement.

5. Ownership. This Agreement grants a license only and transfers to Customer no ownership interest. Vendor and its suppliers reserve all rights not expressly granted.

6. Payment

- 6.1. *License Fee; Other Amounts.* Customer agrees to pay Vendor the License Fee and other amounts specified in Schedule A. Payment shall be in accordance with FAR 52.212-4.
- 6.2. *Taxes.* Customer agrees to pay or reimburse Vendor for all federal, state, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement other than taxes on the net income of

Vendor. Vendor shall state separately on its invoices taxes excluded from the contract price, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to vendor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

- 7. Support Services.** Customer's fees for maintenance and support ("Support Fees") shall be as stated in Schedule A. For so long as Customer is current in the payment of all Support Fees, Customer will be entitled to maintenance and support services ("Support Services") for the Software as stated in Schedule B. Initial Support Fees are invoiced in advance together with applicable License Fees and are invoiced annually in advance thereafter.

8. Limited Warranty

- 8.1. Vendor warrants that for a period of ninety (90) days from the Effective Date (the "Warranty Period") (a) the Software will perform in substantial accordance with the Documentation and (b) the media on which the Software is -distributed will be free from defects in -materials and workmanship under normal use. If during the Warranty Period the Software or the media on which it is distributed do not perform as warranted (a "Non-Conformity"), Vendor shall undertake to correct such Non-Conformity, or if correction is not reasonably possible, replace such Software or the media free of charge. If neither of the foregoing is commercially practicable, Vendor shall terminate this Agreement and refund to Customer the License Fee. The foregoing are Customer's sole and exclusive remedies for breach of this limited warranty. The warranty set forth above is made to and for the benefit of Customer only. The warranty will apply only if:
- 8.1.1. The Software has been properly installed and used at all times and in accordance with the instructions for use; and
- 8.1.2. No modification, alteration or addition has been made to the Software by persons other than Vendor or Vendor's authorized representative, except as authorized in writing by Vendor.

9. Exclusion and Limitations

- 9.1. *Warranty Exclusion.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT. VENDOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 9.2. *Limitation of Liability.* In no event will Vendor be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages even if Vendor has been advised of the possibility of such damages. Vendor will not be liable for any damages caused by delay in delivery or furnishing the Software or services. Vendor's liability under this Agreement for damages of any kind will not, in any event, exceed the License Fees paid by Customer to Vendor under this Agreement. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute.

10. Intellectual Property Warranty and Indemnification

- 10.1. *IP Warranty.* Vendor warrants to Customer that it and its suppliers have sufficient rights to the Software to provide the license grants and fulfill its other obligations under the terms of this Agreement. The

Customer's sole and exclusive remedy for breach of this warranty is indemnification as provided for in this Agreement.

- 10.2. *Infringement Indemnity.* Vendor agrees to defend, indemnify, and hold Customer harmless from and against any and all, costs, judgments, damages and awards in lawsuits, proceedings or actions brought by any third party, and costs in connection with the defense thereof (including, without limitation, court fees and reasonable attorney's fees), resulting from any claim or allegation that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party ("Claims").
- 10.3. *Limitation of Indemnification.* The obligations set forth in Section 10.2 will not apply to, and Vendor assumes no liability for, any Claims to the extent arising from (i) use of a modified version of the Software, (ii) the combination, operation or use of the Software with non-Vendor programs, data, methods or technology if such infringement would have been avoided without the combination, operation or use of the Software with other programs, data, methods or technology, or (iii) unlicensed use of the Software.
- 10.4. *Procedure for Indemnification.* Vendor's obligations under Section 10.1 and 10.2 applies only if Customer gives Vendor: (i) prompt written notice of the Claim; (ii) control of the defense and settlement of such Claims; to the extent permitted by 28 USC 516 and (iii) assistance reasonably requested by Vendor at Vendor's expense.
- 10.5. *Actions by Vendor.* In the event any such infringement, Claim, action or allegation is brought or threatened or if Vendor deems that there is a material risk of a Claim, Vendor may, at its sole option and expense:
- 10.5.1. procure for Customer the right to continue its use of the Software;
 - or
 - 10.5.2. modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,
 - 10.5.3. terminate this Agreement and repay to Customer a portion, if any, of the License Fee equal to such fee less one-sixtieth (1/30) thereof for each month or portion thereof that this Agreement has been in effect.
- 10.6. *Exclusive Remedy.* This Section 10 states the entire liability of Vendor and Customer's exclusive remedy with respect to actual or alleged infringement of any patent, copyright, trade secret or other proprietary right

11. Confidentiality

- 11.1. "Confidential Information" means non-public information, technical data or know-how of a party and/or its Subsidiaries, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential. The parties agree that Vendor's Confidential Information includes this Agreement and its terms, the Documentation, binary copies of the Software, source code relating to the Software, and any other proprietary information supplied to Customer by Vendor, or by Customer to Vendor and marked as "confidential information" or the like.

11.2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order.

11.3. Neither party will use the other party's Confidential Information during the term of this Agreement except as reasonably required for the performance of this Agreement. In addition, the confidentiality obligations set forth in this Section 11 will survive for five (5) years after the termination or expiration of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

12. Escrow of Source Code. NA

13. Verification of Proper Use; Audit

13.1. Vendor by its employees or agents may audit, with thirty (30) days' prior written notice, Customer's available records related to the use of the Software, to verify that Customer's use of the Software is in accordance to the constraints of this Agreement. Vendor will bear the expense of an audit. Audits will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business and Vendor will comply with all of Customer security requirements. Audits will be conducted no more than once in any twelve-month period. Vendor will promptly invoice Customer any adjustments to License Fees or other amounts due revealed by such audit. The audit and its results will be subject to the restrictions of this Agreement regarding Confidential Information.

14. Term and Termination

14.1. *Term.* This Agreement will take effect on the Effective Date and will remain in force until terminated in accordance with this Agreement.

14.2. *Termination.* This Agreement is terminated as elsewhere provided in the

Agreement or as follows:

14.2.1. *Termination without Cause.* Customer may terminate this Agreement upon thirty (30) days' prior written notice to Vendor, with or without cause.

14.3. *Effect of Termination.* All licenses terminate upon termination of this Agreement.

Termination does not entitle Customer to any refund or return of payment except as expressly stated in this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement, Customer shall erase or destroy all copies of the Software and the Documentation

and all Confidential Information in its possession. Upon request, Customer shall furnish Vendor with a certificate signed by an executive officer of Customer verifying that the same has been done. The following provisions will survive termination: 5 (Ownership), 9 (Exclusions and Limitations), 10 (Intellectual Property and Indemnification), 11 (Confidentiality), 13 (Verification Audit), 14.3 (Effect of Termination) and 17 (Miscellaneous), along with accrued financial obligations.

15. Viruses and Disabling Devices. Neither the Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door," "time bomb," or "logic bomb," software protection routine or other similar device, that would enable Vendor to disable the Software or make the Software inaccessible to Customer after the Software is installed; or (ii) to the best of Vendor's knowledge, any computer "virus," "worm" or similar programming routine.

16. Assignment

- 16.1. Either party may assign this Agreement together with the Software license to a Subsidiary or in connection with a sale of all or substantially all of its assets or stock, provided each assignee or successor party agrees in writing delivered to the non-assigning party to be bound by all terms and conditions of this Agreement, except that Customer may not assign this Agreement or the license to a competitor of Vendor.
- 16.2. In the case of the transfer of all or substantially all of Customer's assets or stock (a "Transaction") to an entity that prior to the Effective Date of this Agreement held no controlling interest in Customer, the license under this Agreement shall be restricted to Customer and its Subsidiaries as constituted prior to the acquisition. In such a case, Vendor will have no obligation to extend price discounts or any other non-standard terms and conditions to operations of the acquiring or new controlling entity's businesses outside the scope of the businesses or operations of Customer as they existed before the Transaction.
- 16.3. The terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors, and assigns

17. Miscellaneous

- 17.1. *Notice.* Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) transmitted by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices are effective on receipt.

All written notices required or permitted under this AGREEMENT shall be addressed as follows:

TO: CUSTOMER:

TO: INDUS: Indus Systems, Inc.
2352 Main Street, Suite 301
Concord, MA 01742
Attention: Anupam Sachdev

- 17.2. *Force Majeure.* Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.
- 17.3. *Waiver.* Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
- 17.4. *Severability.* If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms.
- 17.5 *Standard Terms of Customer.* The Standard Terms of the agreement are defined by the underlying GSA schedule contract.
- 17.6 *Amendments to This Agreement.* This Agreement may not be amended, except by a writing signed by both parties.
- 17.7 *Vendor's Prior Consent.* Unless expressly provided otherwise in this Agreement, any prior consent of Vendor that is required before Customer may take an action may be granted or withheld in Vendor's sole and absolute discretion.
- 17.8 *Export of Software.* Customer may not export or re-export this Software without the prior written consent of Vendor and without compliance with applicable US export control laws.
- 17.9 *Governing Law and Jurisdiction.* This Agreement will be governed by the Federal laws of the United States. This Agreement is not subject to the United Nations Convention of Contracts for the International Sale of Goods.
- 17.10 *Public Announcements.* Not Applicable
- 17.11 *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Execution by fax is permitted.
- 17.12 *Entire Agreement.* This Agreement (including the Schedules and any addenda hereto signed by both parties and the underlying GSA Schedule contract) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Vendor: [Redacted]

By: _____

Name: _____

Title: _____

Date: _____

Customer : [Redacted]

By: _____

Name: _____

Title: _____

Date: _____

Schedule A Software and License Fees

Software

[Add Description]

License Fee

[Add License Fee Schedule]

Annual Support Fee

[Add Annual Support Fee Schedule]

[This schedule may also include place and date of installation, any required site preparation, required hardware and software platform, etc.]

Schedule B

Support Services

1. **Definitions.**

1.1. "Class 1 Error" means a reported problem in the Software which renders the Software unusable with no obvious work-around.

1.2. "Class 2 Error" means a reported problem in the Software, not considered as a Level I Error which causes material disruption but permits operation.

1.3. "Class 3 Error" means a reported problem in the Software which is not affecting the Software's ability to perform substantially in accordance with the applicable Documentation.

1.4. "Service Response Time" means the elapsed time between the receipt of a service call and the time when Vendor begins the Support Services, including a verbal or written confirmation to the Customer thereof.

2. **Hours of Operation.** 9:00 am to 5:00pm EST.

3. **Contact Information.** Tel: 978-461-0555, eMail: support@indus-systems.com.

4. **Support Services.** Support Services will be provided only with respect to versions of the Software that are being supported by Vendor. The Vendor's policy is to support the current Major Release version and the next proceeding Major Release version. Customer is obligated to install the most recent Minor Releases for such versions as a condition of support.

5. **Error Response.** Vendor agrees to use commercially reasonable efforts to meet the Service Response Times.

6. **Other Services.** Support Services includes, during Vendor's standard hours of service: (i) [Major Releases and] Minor Releases with related Documentation, and (ii) email and telephone assistance for the Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the operation of the Software; and (d) error verification, analysis and correction to the extent possible by telephone.

7. **On-Site Assistance.** At Vendor's discretion, Vendor may provide Support Services at the Customer site of installation. In such event Customer will reimburse Vendor for all related traveling expenses and costs for board and lodging.

8. Causes not Attributable to Vendor. Support Services will not include services requested as a result of, or with respect to, causes which are not attributable to Vendor.

9. Responsibilities of Customer. As a condition of Support Services, Customer shall properly train its personnel in the use and application of the Software and deal with Vendor through such trained personnel.

10. Assignment of Duties. Vendor may assign its duties of Support Services to a third party, provided that Vendor will remain responsible for the actions of such third party.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Anupam Sachdev, Tel: (978) 461-0555, asachdev@indus-systems.com, Fax (978) 461-0649.

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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