



**COURTHOUSE**  
TECHNOLOGIES



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

Special Item No. 132-32 Term Software Licenses

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

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>.

<p><b>Courthouse Technologies, Ltd.</b>  <b>157 Water Street, Suite 201, Vancouver, BC V6B 1A7 CANADA</b>  <b>604.685.2991</b>  <b><a href="http://www.courthouse-technologies.com">www.courthouse-technologies.com</a></b></p>
<p>Contract Number: <b>GS-035F-0536X</b></p>
<p>Period Covered by Contract: <b>August 2, 2011 – August 1, 2016</b></p>

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #A345 Schedule 70 Refresh 32, dated December 19, 2013.

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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**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

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

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

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

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**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**157 Water Street, Suite 201, Vancouver, BC V6B 1A7 CANADA**

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:

**604.685.2991**

**3. LIABILITY FOR INJURY OR DAMAGE**

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract  
 Block 16: Data Universal Numbering System (DUNS) Number: **240414420**  
 Block 30: Type of Contractor: **L**

- 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): **N/A (foreign vendor without physical presence in the U.S.)**  
 Block 40: Veteran Owned Small Business (VOSB): **No**

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

- 4a. CAGE Code: **L9835**
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<b>132-32</b>	<b>30 Days</b>

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.

**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– **No discount offered**
- c. Dollar Volume– **No discount offered**
- d. Government Educational Institutions– **No discount offered**
- e. Other– **No discount offered**

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

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

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

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

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

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

Special Item Number 132-32 - Term Software Licenses

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

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

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

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

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

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

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

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

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

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

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

- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

#### **16. GSA ADVANTAGE!**

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

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

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

#### **17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

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

Not Applicable

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

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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

## **INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing

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

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

### **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

### **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

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

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

(b) The following statement:

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

### **26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program.

Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

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

## TERMS AND CONDITIONS

Prices Shown Herein are Net  
(discount deducted)

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

### 1. INSPECTION/ACCEPTANCE

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

### 2. 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.

Commercial Warranty:

- CHT warrants to the Customer that it has the right to license the CHT Software to the Customer as contemplated herein.
- CHT warrants that the delivered software will function in accordance with the specifications described in the Exhibits that form part of this Agreement.
- In the event of malfunction of the CHT Software, provided that the Customer promptly notifies CHT hereof, CHT will use all commercially reasonable efforts to correct any fault occurring in the CHT Software, other than faults caused by the intentional or negligent acts of the Customer or the Customer's employees or independent contractors, or by the malfunction of the Customer's equipment, or Customer Materials.
- THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND CHT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE CHT DELIVERABLES INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CHT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CHT SOFTWARE WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF THE CHT SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CHT SOFTWARE IS WITH CUSTOMER. THE REMEDIES PROVIDED FOR IN THIS AGREEMENT ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 877.685.2199 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 08:00 am EST to 08:00 pm PST.

### 4. SOFTWARE MAINTENANCE

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

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

**Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.**

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

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

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

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

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

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

## **5. PERIODS OF TERM LICENSES (SIN 132-32)**

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

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

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

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

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

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

## **7. TERM LICENSE CESSATION**

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

be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **8. UTILIZATION LIMITATIONS - (SIN 132-32)**

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

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

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

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

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

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

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

## 9. SOFTWARE CONVERSIONS - (SIN 132-32)

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.

## 10. 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.

### Product Descriptions

Courthouse JMS with SummonsDirect – Jury Management Software System

Additional public-facing “add-on” systems for jury management include:

- Courthouse eResponse, our interactive web response system;
- Courthouse IVR, our interactive voice response system; and
- Courthouse IDS, our imaging and data capture system for processing jury questionnaires and summonses.

### **Courthouse JMS with Summons Direct – Jury Management System**

Courthouse JMS is a system that provides end to end jury management:

- Enables random selection of pools of prospective jurors and ability to randomly add to pools at any time
- Ability to excuse, disqualify, defer, postpone
- Reassign jurors to a different/new pool or transfer jurors to another location
- Deferral and postponement maintenance tools
- Escalating FTA processes
- Random creation of panels for voir dire
- Randomly add to panels for voir dire
- Return challenged/unused panel members to the pool with (or without) bar code reader
- Empanel jury by pool, group, panel
- Conclude cases

Additional Features of JMS include:

**Configuration on the User-side.** Configured to meet your business rules; Roles based and page level security; User defined lookup tables (location specific) and system parameters; Supports 2-step or 1-step processing in the same version; Supports state-wide deployments; separate grand juries, special pools, and other jurisdictions.

**Source List Management and NCOA.** Source list management tools for merging/purging multiple lists; manually add records to the source list; Real-Time National Change of Address updates keep your undelivered mail to a minimum.

**Barcode Technology.** QuickSearch feature for easy lookup and processing of juror records; QuickScan feature to quickly and easily perform several commonly used bar code reader functions; Mass entry of responses to questionnaires/summons with bar code reader; Lightning fast attendance.

**Data Capture.** Juror information can include a wide array of personal and demographic information; Extensive history of juror activity is maintained throughout a juror's lifetime; Capture a wide array of case information; Attach images and documents to a candidate's record to cut down on file management.

**Attendance & Payment Options.** Attendance with (or without) bar code readers; Double entry bookkeeping accounts payable system complete with ledgers, journals, and accounts; Multiple payment options (by location) including half-day payments, payments for jurors who have served more than a certain number of days, grand jury fees and exclusions for government employees; Supports payment of expenses such as mileage; Accounts for donations of juror fees and expenses; Capture jury trial costs; Payment values have "effective dates" to accommodate changes in rates; Web service updates to and from external accounting system (Web service); Prints checks; Voids checks; Prints Certificates of Service.

**Reporting.** Wide array of pre-defined statistical reports including yield and usage; Create custom reports and publish them in Courthouse JMS for future consumption; Automatically generate letters or postcards confirming or denying requests for excuses, disqualifications, deferrals, or postponements; Print extensive courtroom documentation; Produce a wide array of financial reports including audit reports, journals, accounts payables, paid "invoices", and check log.

**Cost-Cutting Automation.** Use our SummonsDirect print service to send summonses for you while cutting down on bad addresses; 24/7 Customer Support Center for automatic Support Case creation and tracking, Google Maps for checking Mileage; Mass email and phone call solutions for juror and case information. Do more with less!

### **Summons Direct – Address And Mailing Service Included with JMS Base Package**

With the SummonsDirect service, JMS is used to periodically randomly create prospective juror pools. Qualification questionnaires and/or summonses are automatically printed and mailed at postage that's far cheaper than your court can obtain. With SummonsDirect your jury pool data is automatically run against the USPS's National Change of Address Registry (NCOA) in real time. SummonsDirect analyzes the NCOA return codes for juror eligibility. Then, we produce and mail for you only questionnaires or summons documents for jury-eligible citizens with known, and deliverable addresses.

### **Courthouse eResponse – Interactive Web Response System**

Courthouse eResponse is our Web-based self-service application for jurors. You can define and publish juror qualification questionnaires, supplemental questionnaires to be used in voir dire, or even juror exit questionnaires. Jurors can use eResponse to:

- View general information about jury duty and the court they are required to report to and update personal info.
- View their current status (direct from the JMS), the requests they have pending, and the disposition of requests.
- Make requests to be excused, disqualified, deferred, or postponed and leave detailed messages regarding their requests.
- Schedule a reminder email or a reminder call (if you also use Courthouse IVR), a kind of "wake up call" for jury duty.
- Choose to be notified of the disposition of their request by email or telephone (if you also use Courthouse IVR).

- Use Google Maps to get directions from their residence to the court with a click of a button.

### **Courthouse IVR – Interactive Voice Response System**

Convenient, public facing, self service telephone functions for jurors who prefer the phone to the Web. Make automated, mass outbound calls. Because Courthouse IVR uses text-to-speech technology, you define the message greetings the way you need. Jurors can use IVR to:

- Call 24/7 and listen to general information about jury duty and the court they are required to report to.
- Prospective jurors can hear their current status (direct from the JMS), the requests they have pending, and the disposition of requests.
- Update their personal information - work and home telephone numbers, date of birth, and more.
- Make requests to be excused, disqualified, deferred, or postponed and leave detailed messages regarding their requests.
- Schedule a reminder call, a kind of "wake-up call" for jury duty.
- Choose to be notified of the disposition of their request by telephone.

### **Courthouse IDS - Imaging and Data Capture System**

Courthouse IDS is the most effective way to collect the information from juror qualification questionnaires and summonses returned by mail. With Courthouse IDS:

- You can create a questionnaire inside the JMS that mirrors your mailed questionnaire and/or summons. You set up questions to have properties that will automatically disqualify or excuse a juror based on his or her answers on the summons or questionnaire.
- By using a desktop imaging scanner, you can determine whether or not an image scanned will be used for a courtroom package used during voir dire and subsequently print as part of your courtroom package when needed.
- Courthouse JMS uses integrated logic to compute the data collected via Courthouse IDS into meaningful results in determining the qualifications of a prospective juror.
- Lastly, you can view images inside the JMS, including incorrectly filled out questions and make a determination of how to proceed. For example, based on the response, the system can identify which records are qualified, which are not, and why, and can automatically update the Courthouse JMS database.

## **Hardware and Software Requirements as of October, 2010**

### **Courthouse JMS**

Courthouse JMS is built on a 5-tier logical architecture. The system can be deployed on up to five physical tiers, making the physical architecture configurable to fit an appropriate balance of performance, scalability, fault-tolerance, and security. A typical deployment might be done over three physical tiers as described below:

#### **Tier 1 - Trusted user machine:**

Intel dual core @ 1.8GHz (approx)  
Microsoft Windows XP Professional or Vista  
2GB RAM  
Internet Explorer 7.X

**Tiers 2-4 - UI server, application server, data access server<sup>1</sup>:**

Intel dual core @ 2.4GHz (approx)  
2+GB RAM  
Microsoft Windows Server 2003+ (32-bit)  
Microsoft .NET Framework 2.X

**Tier 5 - database server<sup>1</sup>:**

Intel dual core @ 2.4GHz (approx)  
2+GB RAM  
Microsoft Windows Server 2003+  
Microsoft SQL Server 2005+, Standard

<sup>1</sup> Server does not have to be dedicated to Courthouse JMS

**Courthouse eResponse**

Courthouse eResponse is built on the same 5-tier logical architecture described above, so can also be deployed on up to five physical tiers. A typical deployment of Courthouse eResponse might be done over 4 physical tiers to provide enhanced security as described below:

**Tier 1 - Public user machine:**

Any machine capable of running current release of Internet Explorer.

**Tier 2 - UI server (in front of security plan):**

Intel dual core @ 2GHz (approx)  
2GB RAM  
Microsoft Windows Server 2003+  
Microsoft .NET Framework 2.X

**Tier 3, 4 - application server, data access server (behind security plan):**

Courthouse JMS application and data access server

**Tier 5 - database server:**

Courthouse JMS data server

**Courthouse IVR**

Courthouse IVR is comprised of 2 components, the Administration Component and the Call Flow component. The Administration component is an integrated portion of the Courthouse JMS Web application and is the component users use to manage IVR prompts and to evaluate and process juror requests. The Call Flow component is installed on the IVR Server. A typical deployment of Courthouse IVR might be done across 2 or more servers to provide for failover capacity in the event of server failure. It is recommended that hardware meet the following minimum requirements:

**IVR Servers:**

Intel dual core @ 2GHz (approx)  
2GB RAM  
Microsoft Windows Server 2003+

<sup>1</sup> Server does not have to be dedicated to Courthouse JMS

Intel Dialogic cards (D/41JCT-LS (4 ports/board, max 8 boards/system), D/120JCT-LS (12 ports/board, max 8 boards/system), or D/160JCT (16 ports/board, max 6 boards/system)  
 SQLPhone deployment license (per server)  
 Network card (network connection enabled)

**11. RIGHT-TO-COPY PRICING**

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

**SOFTWARE PRICING**

Number of Questionnaires or Summonses Per Year	GSA Price per Questionnaire or Summons w/IFF
<b>Courthouse JMS with SummonsDirect</b>	
Courthouse JMS with SummonsDirect - 10,001 to 15,000	1.48
Courthouse JMS with SummonsDirect - 15,001 to 20,000	1.29
Courthouse JMS with SummonsDirect - 20,001 to 25,000	1.18
Courthouse JMS with SummonsDirect - 25,001 to 30,000	1.11
Courthouse JMS with SummonsDirect - 30,001 to 35,000	1.06
Courthouse JMS with SummonsDirect - 35,001 to 40,000	1.02
Courthouse JMS with SummonsDirect - 40,001 to 50,000	1.00
Courthouse JMS with SummonsDirect - 50,001 to 75,000	0.93
Courthouse JMS with SummonsDirect - 75,001 to 100,000	0.88
Courthouse JMS with SummonsDirect - 100,001 to 150,000	0.82
Courthouse JMS with SummonsDirect - 150,001 to 200,000	0.77
Courthouse JMS with SummonsDirect - 200,001 and above	0.69
<b>Adding on eResponse</b>	
Courthouse JMS with SummonsDirect and eResponse - 10,001 to 15,000	1.75
Courthouse JMS with SummonsDirect and eResponse - 15,001 to 20,000	1.48
Courthouse JMS with SummonsDirect and eResponse - 20,001 to 25,000	1.31
Courthouse JMS with SummonsDirect and eResponse - 25,001 to 30,000	1.35
Courthouse JMS with SummonsDirect and eResponse - 30,001 to 35,000	1.23
Courthouse JMS with SummonsDirect and eResponse - 35,001 to 40,000	1.16
Courthouse JMS with SummonsDirect and eResponse - 40,001 to 50,000	1.10
Courthouse JMS with SummonsDirect and eResponse - 50,001 to 75,000	1.02
Courthouse JMS with SummonsDirect and eResponse - 75,001 to 100,000	0.94
Courthouse JMS with SummonsDirect and eResponse - 100,001 to 150,000	0.85
Courthouse JMS with SummonsDirect and eResponse - 150,001 to 200,000	0.77
Courthouse JMS with SummonsDirect and eResponse - 200,001 and above	0.66
<b>Adding on IVR</b>	
Courthouse JMS with SummonsDirect and IVR - 10,001 to 15,000	1.75
Courthouse JMS with SummonsDirect and IVR - 15,001 to 20,000	1.48

Courthouse JMS with SummonsDirect and IVR - 20,001 to 25,000	1.31
Courthouse JMS with SummonsDirect and IVR - 25,001 to 30,000	1.35
Courthouse JMS with SummonsDirect and IVR - 30,001 to 35,000	1.23
Courthouse JMS with SummonsDirect and IVR - 35,001 to 40,000	1.16
Courthouse JMS with SummonsDirect and IVR - 40,001 to 50,000	1.10
Courthouse JMS with SummonsDirect and IVR - 50,001 to 75,000	1.02
Courthouse JMS with SummonsDirect and IVR - 75,001 to 100,000	0.94
Courthouse JMS with SummonsDirect and IVR - 100,001 to 150,000	0.85
Courthouse JMS with SummonsDirect and IVR - 150,001 to 200,000	0.77
Courthouse JMS with SummonsDirect and IVR - 200,001 and above	0.67
<b>Adding on IDS</b>	
Courthouse JMS with SummonsDirect and IDS Lite - 10,001 to 15,000	1.68
Courthouse JMS with SummonsDirect and IDS Lite - 15,001 to 20,000	1.37
Courthouse JMS with SummonsDirect and IDS - 20,001 to 25,000	1.58
Courthouse JMS with SummonsDirect and IDS - 25,001 to 30,000	1.41
Courthouse JMS with SummonsDirect and IDS - 30,001 to 35,000	1.29
Courthouse JMS with SummonsDirect and IDS - 35,001 to 40,000	1.21
Courthouse JMS with SummonsDirect and IDS - 40,001 to 50,000	1.15
Courthouse JMS with SummonsDirect and IDS - 50,001 to 75,000	1.02
Courthouse JMS with SummonsDirect and IDS - 75,001 to 100,000	0.91
Courthouse JMS with SummonsDirect and IDS - 100,001 to 150,000	0.82
Courthouse JMS with SummonsDirect and IDS - 150,001 to 200,000	0.75
Courthouse JMS with SummonsDirect and IDS - 200,001 and above	0.64
<b>Adding on eResponse and IVR</b>	
Courthouse JMS with SummonsDirect and eResponse and IVR - 10,001 to 15,000	1.88
Courthouse JMS with SummonsDirect and eResponse and IVR - 15,001 to 20,000	1.58
Courthouse JMS with SummonsDirect and eResponse and IVR - 20,001 to 25,000	1.36
Courthouse JMS with SummonsDirect and eResponse and IVR - 25,001 to 30,000	1.49
Courthouse JMS with SummonsDirect and eResponse and IVR - 30,001 to 35,000	1.32
Courthouse JMS with SummonsDirect and eResponse and IVR - 35,001 to 40,000	1.22
Courthouse JMS with SummonsDirect and eResponse and IVR - 40,001 to 50,000	1.14
Courthouse JMS with SummonsDirect and eResponse and IVR - 50,001 to 75,000	1.05
Courthouse JMS with SummonsDirect and eResponse and IVR - 75,001 to 100,000	0.96
Courthouse JMS with SummonsDirect and eResponse and IVR - 100,001 to 150,000	0.84
Courthouse JMS with SummonsDirect and eResponse and IVR - 150,001 to 200,000	0.75
Courthouse JMS with SummonsDirect and eResponse and IVR - 200,001 and above	0.63
<b>Adding on eResponse and IDS</b>	
Courthouse JMS with SummonsDirect and eResponse and IDS Lite - 10,001 to 15,000	1.82
Courthouse JMS with SummonsDirect and eResponse and IDS Lite - 15,001 to 20,000	1.48
Courthouse JMS with SummonsDirect and eResponse and IDS - 20,001 to 25,000	1.59
Courthouse JMS with SummonsDirect and eResponse and IDS - 25,001 to 30,000	1.54

Courthouse JMS with SummonsDirect and eResponse and IDS - 30,001 to 35,000	1.37
Courthouse JMS with SummonsDirect and eResponse and IDS - 35,001 to 40,000	1.27
Courthouse JMS with SummonsDirect and eResponse and IDS - 40,001 to 50,000	1.18
Courthouse JMS with SummonsDirect and eResponse and IDS - 50,001 to 75,000	1.05
Courthouse JMS with SummonsDirect and eResponse and IDS - 75,001 to 100,000	0.93
Courthouse JMS with SummonsDirect and eResponse and IDS - 100,001 to 150,000	0.82
Courthouse JMS with SummonsDirect and eResponse and IDS - 150,001 to 200,000	0.73
Courthouse JMS with SummonsDirect and eResponse and IDS - 200,001 and above	0.61
<b>Adding on IVR and IDS</b>	
Courthouse JMS with SummonsDirect and IVR and IDS Lite - 10,001 to 15,000	1.82
Courthouse JMS with SummonsDirect and IVR and IDS Lite - 15,001 to 20,000	1.48
Courthouse JMS with SummonsDirect and IVR and IDS - 20,001 to 25,000	1.59
Courthouse JMS with SummonsDirect and IVR and IDS - 25,001 to 30,000	1.54
Courthouse JMS with SummonsDirect and IVR and IDS - 30,001 to 35,000	1.37
Courthouse JMS with SummonsDirect and IVR and IDS - 35,001 to 40,000	1.27
Courthouse JMS with SummonsDirect and IVR and IDS - 40,001 to 50,000	1.18
Courthouse JMS with SummonsDirect and IVR and IDS - 50,001 to 75,000	1.05
Courthouse JMS with SummonsDirect and IVR and IDS - 75,001 to 100,000	0.93
Courthouse JMS with SummonsDirect and IVR and IDS - 100,001 to 150,000	0.82
Courthouse JMS with SummonsDirect and IVR and IDS - 150,001 to 200,000	0.73
Courthouse JMS with SummonsDirect and IVR and IDS - 200,001 and above	0.61
<b>Adding on eResponse, IVR, and IDS</b>	
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS Lite - 10,001 to 15,000	1.84
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS Lite - 15,001 to 20,000	1.49
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 20,001 to 25,000	1.53
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 25,001 to 30,000	1.56
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 30,001 to 35,000	1.37
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 35,001 to 40,000	1.25
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 40,001 to 50,000	1.15
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 50,001 to 75,000	1.02
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 75,001 to 100,000	0.90
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 100,001 to 150,000	0.78
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 150,001 to 200,000	0.68
Courthouse JMS with SummonsDirect and eResponse and IVR and IDS - 200,001 and above	0.55

USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS

PREAMBLE

(N/A – foreign vendor without physical presence in the US) 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

**POC:**

**Telephone:**

**Email:**

**Fax:**



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.

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**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 of 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.