



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

SIN 132-32 – TERM SOFTWARE LICENSES

**processMax 2i (SL)**

**processMax 3i (SL)**

**processMax Professional (SL)**

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

**processMax 2i (PL)**

**processMax 3i (PL)**

**processMax Professional (PL)**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Microcomputers

Application Software

Application Software

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>.

SIN 132-34 – MAINTENANCE OF SOFTWARE

SIN 132-50 – TRAINING COURSES

SIN 132-51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D306

IT Systems Analysis Services

- Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
- Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
- Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**pragma SYSTEMS CORPORATION**

P.O. Box 1354

Vienna, VA 22183

(703) 319-2211

[www.pragmasystems.com](http://www.pragmasystems.com)

**Contract Number:** GS-35F-0559S

**Period Covered by Contract:** August 4, 2016 – August 3, 2021

General Services Administration - Federal Supply Service

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



**pragma** SYSTEMS provides products that help software engineering and systems engineering organizations efficiently and effectively manage their projects—directing more energy into increased productivity and quality. **pragma** SYSTEMS has been in the CMM<sup>®</sup>/CMMI<sup>®</sup>- based assessment and improvement business since 1990, and is the market leader in CMMI-compliant management products.

**processMax**<sup>®</sup> is an intranet product that is guaranteed to provide everything necessary for your organization and projects to operate in compliance with the Software Engineering Institute's Capability Maturity Model Integrated. With **processMax**, you can achieve compliance nearly five times faster than with conventional methods. **processMax** provides managers with step-by-step procedures, integrated document management, automated workflow, and automated measurement and reporting; enabling increased productivity, fewer defects, and reduced risk.

**pragma** SYSTEMS guarantees that if you install and use **processMax 2i/processMax 3i** then your projects will receive a maturity rating of no less than Level 2/Level 3 from an independent Standard CMMI Appraisal Method for Process Improvement (SCAMPI<sup>®</sup>).

**processMax Professional** includes all of the process definition and deployment functionality of **processMax 2i** and **processMax 3i**, but does not include the CMMI compliant processes. **processMax Professional** is intended for those organizations that want to develop and deploy business and management processes using the proven, active web-based **processMax** technology.



TABLE OF CONTENTS

Information For Ordering Activities ..... 1
Terms and Conditions Applicable to Term Software ..... 10
Licenses (Special Item Number 132-32) for General Purpose Commercial Information Technology Software
Terms and Conditions Applicable to Perpetual Software ..... 19
Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software
Terms and Conditions Applicable to Training Courses for ..... 26
General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)
Terms and Conditions Applicable to Information Technology ..... 36
(IT) Professional Services (Special Item Number 132-51 )
Blanket Purchase Agreements (BPAs)..... 41
Contractor Team Arrangements ..... 44

## INFORMATION FOR ORDERING ACTIVITIES

### SPECIAL NOTICE TO AGENCIES:

#### Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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!<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) 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.

#### 2. Contractor's Ordering Address and Payment Information:

**pragma** SYSTEMS CORPORATION  
P.O. Box 1354  
Vienna, VA 22183

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(703) 319-2211

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

**4. Statistical Data for Government Ordering Office Completion of Standard Form 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 78-360-6080

Block 30: Type of Contractor - B. Other Small Business

Block 31: Woman-Owned Small Business - Yes

Block 36: Contractor's Taxpayer Identification Number (TIN) - 54-140798-1

4a. CAGE Code: 0N 8K8

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:

<u>SPECIAL ITEM NUMBER</u>	<u>DELIVERY TIME (Days ARO)</u>
SIN 132-32	14 Days ARO
SIN 132-33	10 Days ARO
SIN 132-34	Upon Agreement between <b>pragma</b> SYSTEMS and Ordering Activity
SIN 132-50	Upon Agreement between <b>pragma</b> SYSTEMS and Ordering Activity
SIN 132-51	Upon Agreement between <b>pragma</b> SYSTEMS and Ordering Activity

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

**7. Discounts:** Prices shown are NET Prices; Basic Discounts have been deducted.

**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:** Special export packing not required.

**10. Small Requirements:** The minimum dollar value of orders to be issued is: \$1,500.

**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 \$1,000,000:

Special Item Number 132-32 – Term Software Licenses

Special Item Number 132-33 – Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 – Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

## **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 Supply 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 2001)**

- 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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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.

**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 Government's convenience, and (m) Termination for Cause (See C.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.fss.gsa.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 at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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 incumpus 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.

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

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

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

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

### **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:

[www.pragmasystems.com](http://www.pragmasystems.com). 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 APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)  
OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a 30 days after delivery; 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**

**processMax 2i CMMI -DEV Warranty**

a. *SCAMPI Level 2 Warranty.* Subject to the limitations below, Contractor warrants, solely for the benefit of the ordering activity, that the organization that the ordering activity manages using the Licensed Product will receive a maturity rating of no less than Level 2 from an independent Standard CMMI Appraisal Method for Process Improvement (SCAMPI®) where such SCAMPI is based on CMMI-DEV version 1.2. In the event that Level 2 is not achieved in a SCAMPI, then Contractor will, at the ordering activity's option, either refund the license fee paid by the ordering activity for the Licensed Product or make commercially reasonable efforts to correct any deficiencies identified as a result of the SCAMPI. Such refund or correction shall be contingent on the ordering activity's furnishing Contractor with copies of all SCAMPI findings results, and on providing Contractor reasonable opportunity to discuss these results with the personnel responsible for conducting the SCAMPI.

b. *Limitation of SCAMPI Level 2 Warranty.* The foregoing warranty shall be null and void unless the ordering activity notifies Contractor of each impending *SCAMPI*, in writing and at least ninety (90) days prior to the commencement of the *SCAMPI*, and provides Contractor reasonable opportunity to review the ordering activity's use of the Licensed Product at least sixty (60) days prior to the commencement of the *SCAMPI*. Ordering activity shall furnish Contractor with electronic copies of the ordering activity's operational versions of the Licensed Product for this review, which shall be performed at Contractor's option.

c. *Limitation of All Warranties.* The warranties made by Contractor, and all obligations of Contractor, hereunder are contingent upon the ordering activity's use of the Licensed Product in accordance with the specific instructions relating thereto furnished by Contractor, and no such warranty or obligations shall apply if any portion of the

Licensed Product is modified by a party other than Contractor without the written approval of Contractor.

d. *Warranties for Benefit of Ordering Activity Only.* The warranties provided in this Agreement are solely for the benefit of the ordering activity and are not provided to any third party. The remedies provided in this section 2 are the ordering activity's sole remedy and Contractor's sole obligation for breach of the warranties provided herein.

e. *Disclaimer of Any Other Warranty.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE LICENSED PRODUCT OR ANY RESULTS BASED ON USE OF THE LICENSED PRODUCT. CONTRACTOR SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

f. *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.

### **processMax 3i CMMI -DEV Warranty**

a. *SCAMPI Level 3 Warranty.* Subject to the limitations below, Contractor warrants, solely for the benefit of the ordering activity, that the organization that the ordering activity manages using the Licensed Product will receive a maturity rating of no less than Level 3 from an independent Standard CMMI Appraisal Method for Process Improvement (SCAMPI®) where such SCAMPI is based on CMMI-DEV version 1.2. In the event that Level 3 is not achieved in a SCAMPI, then Contractor will, at the ordering activity's option, either refund the license fee paid by the ordering activity for the Licensed Product or make commercially reasonable efforts to correct any deficiencies identified as a result of the SCAMPI. Such refund or correction shall be contingent on the ordering activity's furnishing Contractor with copies of all SCAMPI findings results, and on providing Contractor reasonable opportunity to discuss these results with the personnel responsible for conducting the SCAMPI.

b. *Limitation of SCAMPI Level 3 Warranty.* The foregoing warranty shall be null and void unless the ordering activity notifies Contractor of each impending SCAMPI, in writing and at least ninety (90) days prior to the commencement of the SCAMPI, and provides Contractor reasonable opportunity to review the ordering activity's use of the Licensed Product at least sixty (60) days prior to the commencement of the SCAMPI.

c. *Limitation of All Warranties.* The warranties made by Contractor, and all obligations of Contractor, hereunder are contingent upon the ordering activity's use of the Licensed Product in accordance with the specific instructions relating thereto furnished by Contractor, and no such warranty or obligations shall apply if any portion of the

Licensed Product is modified by a party other than Contractor without the written approval of Contractor.

d. *Warranties for Benefit of Ordering Activity Only.* The warranties provided in this Agreement are solely for the benefit of the the ordering activity and are not provided to any third party. The remedies provided in this section 2 are the ordering activity's sole remedy and Contractor's sole obligation for breach of the warranties provided herein.

e. *Disclaimer of Any Other Warranty.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE LICENSED PRODUCT OR ANY RESULTS BASED ON USE OF THE LICENSED PRODUCT. CONTRACTOR SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

f. *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. INCLUDED TRAINING** For processMax 2i and 3i licenses (but not for processMax Professional) the Contractor shall train four (4) people in the use of processMax. For licenses covering in excess of 50 users (whether purchased in the initial license or in subsequent increments), the ordering activity shall be entitled to receive training for two (2) additional people for each additional 50 users, up to a maximum of 12 people. This two-day hands-on training shall be conducted at a site designated by the ordering activity. Travel and living expenses shall be reimbursed by the ordering activity for two instructors.

**4. TECHNICAL SERVICES** The Contractor, without additional charge to the ordering activity, shall provide a technical support e-mail address ([techsupport@pragmasystems.com](mailto:techsupport@pragmasystems.com)) and a hot line technical support number (703-319-2211) 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 Eastern Time to 5:00 PM Eastern Time.

**5. SOFTWARE MAINTENANCE (INCLUDED IN TERM LICENSE)**

a. *processMax 2i and processMax 3i Maintenance Services.* Contractor will provide the ordering activity with the following maintenance services:

i. Corrections of substantial defects in the Licensed Product so that Licensed Product will operate in compliance with Level 2/Level 3 of the CMMI for Development (CMMI-DEV) Version 1.2, CMU/SEI-2006-TR-008, as appropriate to the version of the Licensed Product.

- ii. Periodic updates of the Licensed Product that may incorporate (A) corrections of any substantial defects, (B) fixes of minor bugs, and (C) at Contractor's sole discretion, enhancements.
  - iii. Telephone support, between the hours of 9:00 a.m. and 5:00 p.m., Eastern Time, to assist the ordering activity in using the Licensed Product.
  - iv. Timely Review of the ordering activity's proposed modifications to the Licensed Product to ensure that such modifications do not compromise compliance with Level 2/Level 3 of the CMMI for Development (CMMI-DEV) Version 1.2, CMU/SEI-2006-TR-008, as appropriate to the version of the Licensed Product. The ordering activity's proposed modifications and Contractor's review thereof shall be provided in writing or via electronic mail.
- b. ***processMax Professional Maintenance Services.*** Contractor will provide the ordering activity with the following maintenance services:
- i. Periodic updates of the Licensed Product that may incorporate (A) corrections of any substantial defects, (B) fixes of minor bugs, and (C) at Contractor's sole discretion, enhancements.
  - ii. Telephone support, between the hours of 9:00 a.m. and 5:00 p.m., Eastern Time, to assist the ordering activity in using the Licensed Product.
- c. ***Services Not Included.*** Maintenance Services do not include custom services, on-site support other than as set forth in paragraph 5.a.v above, training in addition to that included in the Licensed Product as set forth in Section 3, or charged-for-enhancements that are offered, at Contractor's sole discretion, to the ordering activity upon payment of a license fee.
- d. ***Maintenance Fee.***

The maintenance is included in the Subscription License Fee.

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (*NOT APPLICABLE*)**

**8. TERM LICENSE CESSATION (*NOT APPLICABLE*)**

**9. UTILIZATION LIMITATIONS - (132-32)**

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

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

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

(2) Software licenses are by 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 7.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and

shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

c. *Number of Users.* Ordering activity may use the Licensed Software on projects involving, in the aggregate, no more than the number of users for which the software is licensed, unless the ordering activity pays an additional License Fee according to the fee schedule set forth in this Pricelist.

## 10. SOFTWARE CONVERSIONS - (132-32) (NOT APPLICABLE)

## 11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

**processMax 2i** and **processMax 3i**, include all the processes and procedures that must be performed for an organization to be compliant with Levels 2 and 3, respectively, of the Software Engineering Institute's Capability Maturity Model Integration for Development, Version 1.2 (CMMI-DEV). **processMax 2i** and **processMax 3i** includes all necessary policies, process overviews, work product templates and forms, guidelines, methods, criteria, and detailed step-by-step procedures developed from the viewpoints of the key organizational and project personnel.

**processMax 2i** and **processMax 3i** maintain an active, on-line repository for all project and process work products, and include automated workflow with full version control, change control, and process history; an integrated CMMI mapping; integrated workflow; and automated measurement and reporting. **processMax 2i** and **processMax 3i** are designed to be customizable and tailorable to accommodate organizational and project needs.

The organization-level capabilities of **processMax 2i** and **processMax 3i** include a repository for organizational policies and training records, as well as for the organization's standard project process. The organization-level management process capabilities of **processMax 2i** and **processMax 3i** are provided in the **processMax 2i** and **processMax 3i** "Organizational Component", which is installed as a single web site for the organization. The project-level capabilities are provided in the **processMax 2i** and **processMax 3i** "Project Component", copies of which are installed as separate web sites for each project managed by the organization.

The process overviews and detailed procedures, as well as definitions, and all documents, are provided in HTML format, as well as Microsoft® Word, Excel, PowerPoint, and Project formats where appropriate, packaged for installation on an intranet web server, and browsible via Microsoft Internet Explorer (version 6.0 or later). Training materials are provided in Microsoft PowerPoint.

**processMax Professional** includes all of the capabilities and functionality of **processMax 2i** and **processMax 3i**, but does not include the CMMI-compliant processes.

**12. TERM (SUBSCRIPTION LICENSE) PRICING**

**processMax 2i Term (Subscription License) Fee Schedule  
 processMax 2i (SL)**

**License Fee (SIN 132-32)**

<b>Number of Users</b>	<b>Monthly Fee</b>	<b>Monthly Fee per Additional User</b>
≤25	2,528	40
50	3,527	38
100	4,693	25
150	5,964	24
200	7,183	23
250	8,345	22
300	9,453	21
350	10,510	20
400	11,517	19
450	12,477	18
500	13,392	17

“Users” includes each of the ordering activity’s employees, subcontractor employees, or other personnel working under the ordering activity’s direction, who have access to the Licensed Product. “Users” does not include personnel whose access to the Licensed Product is limited to being able to receive e-mail notifications or to submit requests.

Additional users may be added in per person increments for an additional Monthly Fee according to the above table.

## **processMax 3i Term (Subscription License) Fee Schedule processMax 3i (SL)**

**License Fee (SIN 132-32)**

Number of Users	Monthly Fee	Monthly Fee per Additional User
≤25	4,362	77
50	6,278	59
100	9,240	53
150	11,867	50
200	14,388	48
250	16,791	46
300	19,083	44
350	21,268	42
400	23,350	40
450	25,335	38
500	27,228	37

“Users” includes each of the ordering activity’s employees, subcontractor employees, or other personnel working under the ordering activity’s direction, who have access to the Licensed Product. “Users” does not include personnel whose access to the Licensed Product is limited to being able to receive e-mail notifications or to submit requests.

Additional users may be added in per person increments for an additional Monthly Fee according to the above table.

## **processMax Professional Term (Subscription License) Fee Schedule processMax Professional (SL)**

**License Fee (SIN 132-32)**

Number of Users	Monthly Fee	Monthly Fee per Additional User
≤25	1,563	21
50	2,080	14
100	2,683	13
150	3,340	13
200	3,970	12
250	4,571	11
300	5,114	11
350	5,690	10
400	6,211	10
450	6,707	9
500	7,180	9

“Users” includes each of the ordering activity’s employees, subcontractor employees, or other personnel working under the ordering activity’s direction, who have access to the Licensed Product. “Users” does not include personnel whose access to the Licensed Product is limited to being able to receive e-mail notifications or to submit requests.

Additional users may be added in per person increments for an additional Monthly Fee according to the above table.

**TERMS AND CONDITIONS APPLICABLE TO  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND  
MAINTENANCE (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 30 days after delivery; 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**

**processMax 2i CMMI -DEV Warranty**

a. *SCAMPI Level 2 Warranty.* Subject to the limitations below, Contractor warrants, solely for the benefit of the ordering activity, that the organization that the ordering activity manages using the Licensed Product will receive a maturity rating of no less than Level 2 from an independent Standard CMMI Appraisal Method for Process Improvement (SCAMPI®) where such SCAMPI is based on CMMI-DEV version 1.2. In the event that Level 2 is not achieved in a SCAMPI, then Contractor will, at the ordering activity's option, either refund the license fee paid by the ordering activity for the Licensed Product or make commercially reasonable efforts to correct any deficiencies identified as a result of the SCAMPI. Such refund or correction shall be contingent on the ordering activity's furnishing Contractor with copies of all SCAMPI findings results, and on providing Contractor reasonable opportunity to discuss these results with the personnel responsible for conducting the SCAMPI.

b. *Limitation of SCAMPI Level 2 Warranty.* The foregoing warranty shall be null and void unless the ordering activity notifies Contractor of each impending SCAMPI, in writing and at least ninety (90) days prior to the commencement of the SCAMPI, and provides Contractor reasonable opportunity to review the ordering activity's use of the Licensed Product at least sixty (60) days prior to the commencement of the SCAMPI. Ordering activity shall furnish Contractor with electronic copies of the ordering activity's operational versions of the Licensed Product for this review, which shall be performed at Contractor's option.

c. *Limitation of All Warranties.* The warranties made by Contractor, and all obligations of Contractor, hereunder are contingent upon the ordering activity's use of the Licensed Product in accordance with the specific instructions relating thereto furnished by Contractor, and no such warranty or obligations shall apply if any portion of the

Licensed Product is modified by a party other than Contractor without the written approval of Contractor.

d. *Warranties for Benefit of Ordering Activity Only.* The warranties provided in this Agreement are solely for the benefit of the ordering activity and are not provided to any third party. The remedies provided in this section 2 are the ordering activity's sole remedy and Contractor's sole obligation for breach of the warranties provided herein.

e. *Disclaimer of Any Other Warranty.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE LICENSED PRODUCT OR ANY RESULTS BASED ON USE OF THE LICENSED PRODUCT. CONTRACTOR SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

f. *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.

### **processMax 3i CMMI -DEV Warranty**

a. *SCAMPI Level 3 Warranty.* Subject to the limitations below, Contractor warrants, solely for the benefit of the ordering activity, that the organization that the ordering activity manages using the Licensed Product will receive a maturity rating of no less than Level 3 from an independent Standard CMMI Appraisal Method for Process Improvement (SCAMPI®) where such SCAMPI is based on CMMI-DEV version 1.2. In the event that Level 3 is not achieved in a SCAMPI, then Contractor will, at the ordering activity's option, either refund the license fee paid by the ordering activity for the Licensed Product or make commercially reasonable efforts to correct any deficiencies identified as a result of the SCAMPI. Such refund or correction shall be contingent on the ordering activity's furnishing Contractor with copies of all SCAMPI findings results, and on providing Contractor reasonable opportunity to discuss these results with the personnel responsible for conducting the SCAMPI.

b. *Limitation of SCAMPI Level 3 Warranty.* The foregoing warranty shall be null and void unless the ordering activity notifies Contractor of each impending SCAMPI, in writing and at least ninety (90) days prior to the commencement of the SCAMPI, and provides Contractor reasonable opportunity to review the ordering activity's use of the Licensed Product at least sixty (60) days prior to the commencement of the SCAMPI.

c. *Limitation of All Warranties.* The warranties made by Contractor, and all obligations of Contractor, hereunder are contingent upon the ordering activity's use of the Licensed Product in accordance with the specific instructions relating thereto furnished by Contractor, and no such warranty or obligations shall apply if any portion of the

Licensed Product is modified by a party other than Contractor without the written approval of Contractor.

d. *Warranties for Benefit of Ordering Activity Only.* The warranties provided in this Agreement are solely for the benefit of the the ordering activity and are not provided to any third party. The remedies provided in this section 2 are the ordering activity's sole remedy and Contractor's sole obligation for breach of the warranties provided herein.

e. *Disclaimer of Any Other Warranty.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE LICENSED PRODUCT OR ANY RESULTS BASED ON USE OF THE LICENSED PRODUCT. CONTRACTOR SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

f. *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. INCLUDED TRAINING** For processMax 2i and 3i licenses (but not for processMax Professional) the Contractor shall train four (4) people in the use of processMax. For licenses covering in excess of 50 users (whether purchased in the initial license or in subsequent increments), the ordering activity shall be entitled to receive training for two (2) additional people for each additional 50 users, up to a maximum of 12 people. This two-day hands-on training shall be conducted at a site designated by the ordering activity. Travel and living expenses shall be reimbursed by the ordering activity for two instructors.

**4. TECHNICAL SERVICES** The Contractor, without additional charge to the ordering activity, shall provide a technical support e-mail address ([techsupport@pragmasystems.com](mailto:techsupport@pragmasystems.com)) and a hot line technical support number (703-319-2211) 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 Eastern Time to 5:00 PM Eastern Time.

## **5. SOFTWARE MAINTENANCE**

a. *processMax 2i and processMax 3i Maintenance Services.* Contractor will provide the ordering activity with the following maintenance services:

i. Corrections of substantial defects in the Licensed Product so that Licensed Product will operate in compliance with Level 2/Level 3 of the CMMI for Development (CMMI-DEV), Version 1.2, CMU/SEI-2006-TR-008, as appropriate to the version of the Licensed Product.

ii. Periodic updates of the Licensed Product that may incorporate (A) corrections of any substantial defects, (B) fixes of minor bugs, (C) modifications to accommodate future versions of the CMMI, when and if such future versions of the CMMI become the sole basis for SCAMPs; and (D) at Contractor's sole discretion, enhancements.

iii. Telephone support, between the hours of 9:00 a.m. and 5:00 p.m., Eastern Time, to assist the ordering activity in using the Licensed Product.

iv. Timely Review of the ordering activity's proposed modifications to the Licensed Product to ensure that such modifications do not compromise compliance with Level 2/Level 3 of the CMMI for Development (CMMI-DEV), Version 1.2, CMU/SEI-2006-TR-008, as appropriate to the version of the Licensed Product. The ordering activity's proposed modifications and Contractor's review thereof shall be provided in writing or via electronic mail.

v. A review of the ordering activity's use of the Licensed Product, once annually. For this review, the ordering activity shall make available to Contractor electronic copies of the ordering activity's operational versions of the Licensed Product. Contractor shall provide the ordering activity with a written report on the findings of the review.

b. ***processMax Professional Maintenance Services.*** Contractor will provide the ordering activity with the following maintenance services:

i. Periodic updates of the Licensed Product that may incorporate (A) corrections of any substantial defects, (B) fixes of minor bugs, and (C) at Contractor's sole discretion, enhancements.

ii. Telephone support, between the hours of 9:00 a.m. and 5:00 p.m., Eastern Time, to assist the ordering activity in using the Licensed Product.

c. ***Services Not Included.*** Maintenance Services do not include custom services, on-site support other than as set forth in paragraph 5.a.v above, training in addition to that included in the Licensed Product as set forth in Section 3, or charged-for-enhancements that are offered, at Contractor's sole discretion, to the ordering activity upon payment of a license fee.

d. ***Maintenance Fee.***

i. The first 12 months of maintenance are included in the License Fee.

ii. After the first 12 months the maintenance fee is as set forth below in **processMax Maintenance Fee Schedule (Maintenance Fee (SIN 132-34))**. Invoices for maintenance service shall be submitted by the Contractor on an annual basis, prior to the commencement of each annual period.

iii. If the ordering activity discontinues and then resumes purchase of Maintenance Services, the ordering activity will be required to pay Contractor the entire Maintenance Fees for the period of discontinuance, plus the Maintenance Fee for the annual term of Maintenance Services then commencing.

## **6. PERIOD OF MAINTENANCE (132-34)**

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

b. 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 maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

## **7. UTILIZATION LIMITATIONS - (132-33 AND 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 7.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

c. *Number of Users.* Ordering activity may use the Licensed Software on projects involving, in the aggregate, no more than the number of users for which the software is licensed, unless the ordering activity pays an additional License Fee according to the fee schedule set forth in this Pricelist.

d. *Copies.* The Ordering activity may install a single operational copy of the Organizational Component of the Licensed Software (see Section 9 below). Additional operational copies of the Organizational Component may be installed if the ordering activity pays an additional License Fee according to the fee schedule set forth in this Pricelist. The ordering activity may install an unlimited number of operational Project Components of the Licensed Software, subject to the

limitations of subparagraph c above. The ordering activity may make a reasonable number of copies of the Licensed Software for archival and backup purposes.

## 8. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the Government 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.

## 9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

**processMax 2i** and **processMax 3i**, include all the processes and procedures that must be performed for an organization to be compliant with Levels 2 and 3, respectively, of the Software Engineering Institute's Capability Maturity Model Integration for Development, Version 1.2 (CMMI-DEV). **processMax 2i** and **processMax 3i** includes all necessary policies, process overviews, work product templates and forms, guidelines, methods, criteria, and detailed step-by-step procedures developed from the viewpoints of the key organizational and project personnel.

**processMax 2i** and **processMax 3i** maintain an active, on-line repository for all project and process work products, and include automated workflow with full version control, change control, and process history; an integrated CMMI mapping; integrated workflow; and automated measurement and reporting. **processMax 2i** and **processMax 3i** are designed to be customizable and tailorable to accommodate organizational and project needs.

The organization-level capabilities of **processMax 2i** and **processMax 3i** include a repository for organizational policies and training records, as well as for the organization's standard project process. The organization-level management process capabilities of **processMax 2i** and **processMax 3i** are provided in the **processMax 2i** and **processMax 3i** "Organizational Component", which is installed as a single web site for the organization. The project-level capabilities are provided in the **processMax 2i** and **processMax 3i** "Project Component", copies of which are installed as separate web sites for each project managed by the organization.

The process overviews and detailed procedures, as well as definitions, and all documents, are provided in HTML format, as well as Microsoft® Word, Excel, PowerPoint, and Project formats where appropriate, packaged for installation on an intranet web server, and browsible via Microsoft Internet Explorer (version 6.0 or later). Training materials are provided in Microsoft PowerPoint.

**processMax Professional** includes all of the capabilities and functionality of **processMax 2i** and **processMax 3i**, but does not include the CMMI-compliant processes.

## 10. RIGHT-TO-COPY PRICING

See paragraph 7.d.

## processMax 2i License Fee Schedule processMax 2i (PL)

### License Fee (SIN 132-33)

Number of Users	License Fee
≤25	\$ 39,970
25-50	59,953
51-100	83,275
101-150	108,688
151-200	133,065
201-250	156,314
251-300	178,480
301-350	199,610
351-400	219,752
401-450	238,953
451-500	257,260

“Users” includes each of the ordering activity’s employees, subcontractor employees, or other personnel working under the ordering activity’s direction, who have access to the Licensed Product. “Users” does not include personnel whose access to the Licensed Product is limited to being able to receive e-mail notifications or to submit requests.

Additional users may be added in increments for an additional License Fee according to the following table. The current number of licensed users is in the lefthand column, the desired numbers of licensed users head the righthand columns. For example, a 150-user **processMax 2i** license can be expanded to a 250-user license for an additional License Fee of \$51,865.

	50	100	150	200	250	300	350	400	450	500
<b>25</b>	\$22,980	61,387	87,412	111,857	134,660	155,902	175,663	194,023	211,056	236,987
<b>50</b>		41,637	69,033	94,764	118,767	141,127	161,928	181,254	199,184	215,797
<b>100</b>			33,545	54,222	78,736	101,584	122,850	142,619	160,972	177,988
<b>150</b>				32,179	51,865	75,236	97,014	117,284	136,128	153,624
<b>200</b>					30,688	49,456	71,735	92,495	111,818	129,784
<b>250</b>						29,259	47,150	68,387	88,177	106,600
<b>300</b>							27,892	44,946	65,191	84,059
<b>350</b>								26,588	42,845	62,147
<b>400</b>									25,345	40,846
<b>450</b>										24,165

An additional License Fee is required to install additional (more than one) operational copies of the Organizational Component of the Licensed Product, according to the following schedule:

<b>Additional License Fee per Copy</b>	<b>Number of Additional Copies</b>		
	<b>1-4</b>	<b>5-10</b>	<b>11+</b>
	\$ 19,144	15,315	11,486

## processMax 3i License Fee Schedule processMax 3i (PL)

### License Fee (SIN 132-33)

Number of Staff	License Fee
≤25	\$ 76,647
25-50	114,967
51-100	174,207
101-150	226,756
151-200	277,164
201-250	325,237
251-300	371,071
301-350	414,765
351-400	456,415
401-450	496,119
451-500	533,974

“Users” includes each of the ordering activity’s employees, subcontractor employees, or other personnel working under the ordering activity’s direction, who have access to the Licensed Product. “Users” does not include personnel whose access to the Licensed Product is limited to being able to receive e-mail notifications or to submit requests.

For the purchase of a **processMax 3i** license by an ordering activity that has licensed **processMax 2i** and is currently under maintenance, the price of the **processMax 3i** license is discounted by 70% of the lesser of the price paid for the **processMax 2i** license or the list price of the **processMax 2i** license at the quantity level for which the **processMax 3i** license is purchased.

Additional users may be added in increments for an additional License Fee according to the following table. The current number of licensed users is in the lefthand column, the desired numbers of licensed staff head the righthand columns. For example, a 150-user **processMax 3i** license can be expanded to a 250-user license for an additional License Fee of \$107,246.

	50	100	150	200	250	300	350	400	450	500
<b>25</b>	\$44,068	124,612	178,428	228,975	276,126	320,050	360,913	398,877	434,099	466,733
<b>50</b>		87,103	143,751	196,959	246,591	292,827	335,840	375,802	412,878	447,230
<b>100</b>			69,365	112,121	162,810	210,054	254,029	294,908	332,857	368,041
<b>150</b>				66,539	107,246	155,572	200,606	242,520	281,484	317,663
<b>200</b>					63,456	102,265	148,334	191,261	231,216	268,366
<b>250</b>						60,502	97,496	141,410	182,331	220,426
<b>300</b>							57,676	92,939	134,801	173,817
<b>350</b>								54,978	88,594	128,507
<b>400</b>									52,409	84,461
<b>450</b>										49,968

An additional License Fee is required to install additional (more than one) operational copies of the Organizational Component of the Licensed Product, according to the following schedule:

	<b>Number of Additional Copies</b>		
	<b>1-4</b>	<b>5-10</b>	<b>11+</b>
<b>Additional License Fee per Copy</b>	\$ 19,144	15,315	11,486

## processMax Professional License Fee Schedule processMax Professional (PL)

### License Fee (SIN 132-33)

Number of Staff	License Fee
≤25	\$ 20,676
25-50	31,013
51-100	43,073
101-150	56,210
151-200	68,812
201-250	80,831
251-300	92,289
301-350	103,213
351-400	113,625
401-450	123,551
451-500	133,015

“Users” includes each of the ordering activity’s employees, subcontractor employees, or other personnel working under the ordering activity’s direction, who have access to the Licensed Product. “Users” does not include personnel whose access to the Licensed Product is limited to being able to receive e-mail notifications or to submit requests.

Additional users may be added in increments for an additional License Fee according to the following table. The current number of licensed users is in the lefthand column, the desired numbers of licensed users head the righthand columns. For example, a 150-user **processMax Professional** license can be expanded to a 250-user license for an additional License Fee of \$26,811.

	50	100	150	200	250	300	350	400	450	500
<b>25</b>	\$11,887	31,753	45,207	57,843	69,631	80,612	90,828	100,319	109,124	117,283
<b>50</b>		21,537	35,699	49,000	61,408	72,967	83,721	93,711	102,980	111,568
<b>100</b>			17,341	28,030	40,703	52,514	63,507	73,727	83,214	92,010
<b>150</b>				16,635	26,811	38,893	50,151	60,630	70,371	79,416
<b>200</b>					15,864	25,566	37,083	47,815	57,804	67,091
<b>250</b>						15,125	24,374	35,353	45,583	55,107
<b>300</b>							14,419	23,235	33,700	43,454
<b>350</b>								13,745	22,149	32,127
<b>400</b>									13,102	21,115
<b>450</b>										12,492

An additional License Fee is required to install additional (more than one) operational copies of the Organizational Component of the Licensed Product, according to the following schedule:

	<b>Number of Additional Copies</b>		
	<b>1-4</b>	<b>5-10</b>	<b>11+</b>
<b>GSA Additional License Fee per Copy</b>	\$ 19,144	15,315	11,486

## **processMax Maintenance Fee Schedule**

### **Maintenance Fee (SIN 132-34)**

#### **processMax 2i and processMax 3i**

The Annual Maintenance Fee is 25% of the applicable License Fee, due at each anniversary of the effective date of the License Agreement.

#### **processMax Professional**

The Annual Maintenance Fee is 16% of the applicable License Fee, due at each anniversary of the effective date of the License Agreement.

**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 course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY** The Contractor shall conduct training on the time and date and at the facility 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(s), if the training is to be cancelled or rescheduled. 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 and facility 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.

c. In the event the Contractor is unable to conduct training on the time and date agreed to by the Contractor and the ordering activity, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT** Not applicable.

**6. PRICE FOR TRAINING** Training at the ordering activity's site is available at \$14,367.68 per two-day course and \$7,178.84 per one-day course, for up to 12 students. All

ordering activity site training is performed with two instructors. Any Contractor travel required in the performance of this training must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

**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. For all training courses, there must be a one-to-one assignment of IT equipment to students. The ordering activity shall provide for each student a Microsoft Windows-based computer with Internet connectivity.

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; and

(5) Class schedules.

e. Courses are conducted at the ordering activity's location and 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.

## **Course: Using processMax**

### **Course Synopsis**

This course addresses the use of processMax by the new user in the context of both the organization and the project portals. The course includes lecture, demonstration, and hands-on exercises with processMax.

### **Educational Objectives**

- Students will learn how to effectively use processMax in their organization and on their projects.

### **Skills Covered**

- Understanding of processMax-based organization and project management
- Logging into processMax and configuring the browser for optimal use
- Navigating in the processMax portal; specifically, navigating through the Process and Project Repository
- Using the processMax Project Repository and using control pages for all the different classes of work products
- Establishing a processMax-based project
- Preparing project plans
- Reviewing and Approving Work Products in processMax
- Using the Change Request process in processMax
- Basic Customization and Tailoring with processMax

### **Intended Audience**

- All processMax users
- Others that may provide training to processMax users

### **Prerequisites**

Students need to be conversant with their standard office suite such as basic word processing, spreadsheet, and presentation tools. Microsoft Office XP will be used for class exercises.

### **Student Preparation**

None

### **Length of Course**

12 hours extending over two days

## **Course: processMax Customization and Tailoring**

### **Course Synopsis**

This course addresses basic customization and tailoring of **processMax**. The course includes lecture, demonstration, and hands-on exercises with **processMax**.

### **Educational Objectives**

- Students will understand the Customization and Tailoring process.
- Students will learn how to perform the most common modifications to their processMax portal using real-world examples.

### **Skills Covered**

- Creating Tailoring Project Processes
- Creating Standard Project Processes
- Modifying Terminology
- Adding Roles
- Adding Work Products
- Adding Notification Rules
- Modifying Step Information
- Modifying Forms
- 

### **Intended Audience**

- Organizational Software Process Improvement Manager
- Software Process Improvement Engineers
- Any other processMax users who are tasked to perform basic Customization and Tailoring

### **Prerequisites**

Using **processMax** course and 1 month **processMax** usage OR  
2 months of **processMax** usage

### **Student Preparation**

None

### **Length of Course**

7 hours (one day)

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

**1. SCOPE**

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### **4. PERFORMANCE OF SERVICES**

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

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

**6. INSPECTION OF SERVICES:** The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

**7. RESPONSIBILITIES OF THE CONTRACTOR:** The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

**8. RESPONSIBILITIES OF THE GOVERNMENT:** Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

**9. INDEPENDENT CONTRACTOR:** All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

**11. INVOICES:** The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

**12. PAYMENTS:** For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

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

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

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

## 16. DESCRIPTION OF IT SERVICES AND PRICING

**Job Title:** Principal Process Improvement Specialist

**Minimum/General Experience:** The Principal Process Improvement Specialist is an extremely experienced professional. This individual possesses exceptional knowledge of process improvement, including the Capability Maturity Model Integrated (CMMI), and is highly knowledgeable and experienced in the application and management of their related software engineering, systems engineering, and project management disciplines. This individual's role is to advise and coach executive management on effective strategies for providing leadership to an organization's process improvement activities and for managing organizational change. This individual is capable of leading teams of other professionals in developing process improvements, including procedures, standards, and metrics. The Principal Process Improvement Specialist possesses exceptional team building and facilitation skills, and is capable of teaching and applying process modeling techniques. The Principal Process Improvement Specialist has excellent written and oral communication skills, and superior personal computer skills.

**Functional Responsibility:** Responsible for providing consulting services to executive management.

**Minimum Education:** At least fifteen years of professional experience in software development, maintenance, use, and management, and possesses a masters or doctorate degree in computer science or a related field.

**Job Title:** Senior Process Improvement Specialist

**Minimum/General Experience:** The Senior Process Improvement Specialist is a highly experienced professional. This individual possesses superior knowledge of process improvement, including the Capability Maturity Model Integrated (CMMI), and is highly knowledgeable in the application and management of software engineering, systems engineering, and project management disciplines. This individual's role is to advise and coach managers and staff on effective strategies for improving an organization's processes and for managing organizational change. This individual is capable of leading teams of other professionals in developing process improvements, including procedures, standards, and metrics. The Senior Process Improvement Specialist possesses superior team building and facilitation skills, and is capable of teaching and applying process modeling techniques. The Senior Process Improvement Specialist has excellent written and oral communication skills, and superior personal computer skills.

**Functional Responsibility:** Responsible for training, consulting, and all duties associated with customer support.

**Minimum Education:** At least ten years of professional experience in software development, maintenance, use, and management, and possesses a bachelors degree in computer science or a related field.

**Contractor Site Rates**

<b>Labor Category</b>	<b>Rates</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Principal Process Improvement Specialist</b>	205.00	209.31	213.71	218.20	222.78
<b>Senior Process Improvement Specialist</b>	185.00	190.00	190.00	190.00	190.00

<b>Percentage of Discount Off Commercial Rates</b>	<b>Rates</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Principal Process Improvement Specialist</b>	41%	40%	38%	37%	36%
<b>Senior Process Improvement Specialist</b>	7.5%	5%	5%	5%	5%

pragma SYSTEMS does not offer Government site rates.

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

**pragma** SYSTEMS CORPORATION provides commercial products and services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities please contact Donn Milton, Executive Vice President of Sales, Email; [dmilton@pragmasystems.com](mailto:dmilton@pragmasystems.com), Voice: 703-319-2211.

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

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

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

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

**Signatures**

\_\_\_\_\_  
ORDERING ACTIVITY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

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

<b>MODEL NUMBER/PART NUMBER</b>	<b>*SPECIAL BPA DISCOUNT/PRICE</b>
_____	_____
_____	_____

(2) Delivery:

<b>DESTINATION</b>	<b>DELIVERY SCHEDULE/DATES</b>
_____	_____
_____	_____

(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:

<b>OFFICE</b>	<b>POINT OF CONTACT</b>
_____	_____
_____	_____

(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 customer agency 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.