

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



**Intellectus provides quality business services and software. Committed to delivering innovation with low risk,, Intellectus works with your organization to help identify areas for reducing operational inefficiencies, drive process improvements, and achieve high performance.**

Our services help organizations implement the plan to improve business processes, deploy a comprehensive technology infrastructure, and design and develop innovative information technology solutions. Intellectus also offers commercial off-the-shelf software products that address the needs of governmental agencies.

- Special Item No. 132-32, 132-32STLOC, 132-32RC Term Software Licenses
- Special Item No. 132-33, 132-33STLOC, 132-33RC Perpetual Software Licenses
- Special Item No. 132-34, 132-34STLOC, 132-34RC Maintenance of Software as a Service
- Special Item No. 132-51, 132-51STLOC, 132-51RC Information Technology Professional Services
- Special Item No. 132-52, 132-52STLOC, 132-52RC Electronic Commerce (EC) Services

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

**SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES**

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

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software

- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

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

**SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

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

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

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

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

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

**SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**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.

**SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES**

- FPDS Code D304 Value Added Network Services (VANs)
- FPDS Code D304 E-Mail Services
- FPDS Code D304 Internet Access Services
- FPDS Code D304 Navigation Services
- FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

**Intellectus**  
**14220 Sullyfield Circle, Suite A,**  
**Chantilly, VA 20151**  
**703.439.1150**  
**www.intellectus.com**

Contract Number: GS-35F-0572W

Period Covered by Contract: August 5, 2010 through August 4, 2015

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #\_26\_\_\_\_, dated \_4/5/2010.

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

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## Information for Ordering Activities Applicable to All Special Item Numbers

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

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition 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.

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

#### **For mailed orders:**

Intellectus  
Attn: Christopher Watson  
300 Bucksley Lane, #305  
Charleston, SC 29492

#### **For facsimilie orders:**

Attn: Christopher Watson  
FAX: 440.425.1160

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Credit cards will 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:

Phone: 703.439.1140  
FAX: 440.425.1160

**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: 793373130  
Block 30: Type of Contractor - B. Other Small Business  
A. Small Disadvantaged Business  
B. Other Small Business  
C. Large Business  
G. Other Nonprofit Organization  
L. Foreign Contractor

Block 31: Woman-Owned Small Business - No  
Block 36: Contractor's Taxpayer Identification Number (TIN): 20-3010207  
Block 40: Veteran Owned Small Business (VOSB): No

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

- 4a. CAGE Code: 4UFV8
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION: Worldwide**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	30 days ARO
132-33	30 days ARO
132-34	30 days ARO
132-51	Negotiated at time of order
132-52	30 days ARO

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.

- a. Prompt Payment:   0  % -      days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: None
- e. Other: None

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

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

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

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.

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

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

- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 - Maintenance of Software as a Service
- Special Item Number 132-51 - Information Technology Professional Services
- Special Item Number 132-52 - Electronic Commerce (EC) Services

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

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

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

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

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

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

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

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

**16. GSA ADVANTAGE!**

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

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

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

**17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

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

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

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

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

## **19. OVERSEAS ACTIVITIES**

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

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

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

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

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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

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

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

**23. SECTION 508 COMPLIANCE.**

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

www.intellectus.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)

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**Terms and Conditions Applicable to Term Software Licenses (Special Item Number 132-32),  
Perpetual Software Licenses (Special Item Number 132-33) and Maintenance as a Service (Special  
Item Number 132-34) of General Purpose Commercial Information Technology Software**

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**1. INSPECTION/ACCEPTANCE**

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

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

The following is excepted from Intellectus' Commercial software license agreement:

**SECTION 3: LIMITED WARRANTY, LIMITATIONS ON LIABILITY**

- 3.1 Limited Warranty Against Infringement. Subject to Sections 3.3 and 3.4, Licensor warrants that the Software and Documentation as delivered to Licensee do not infringe any third party patent or copyright in the United States. Licensor has no liability for infringement by (1) the use of software other than the current unaltered release of the Software or (2) combinations of the Software with other software or hardware.
- 3.2 Limited Warranty. Subject to Sections 3.3 and 3.4, Licensor warrants (1) that the software, under normal use, will perform in accordance with specifications contained in the Documentation, and (2) the media is free from defects in materials and workmanship.
- 3.3 Limitation of Remedies. Licensee's entire liability and Licensee's exclusive remedy under Section 3 shall be, at Licensee's option, either replacement, with appropriate corrections, of the software not meeting Licensor's "Limited Warranty" and which is returned to Licensor, or return of the license fee.
- 3.4 Disclaimer.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ITS NON-INFRINGEMENT, UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL THE LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SOFTWARE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. Licensor warrants that the Software has been developed in a workmanlike manner, and in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within **ninety (90) days** of the Effective Date of this Agreement. Licensee's exclusive remedy for the breach of the above warranties will be the correction of the material deficiency within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number: 703.439.1150 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM to 5:00 PM EST Monday through Friday.

### 4. SOFTWARE MAINTENANCE

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

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

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

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

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

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

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

### 5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

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

- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

## **6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to  0  % of all term license payments during the period that the software was under a term license within the ordering activity.

## **7. TERM LICENSE CESSATION**

- a. After a software product has been on a continuous term license for a period of  60  months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

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

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

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

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

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

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

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

**Product Name: Process Director™**

**Category: Workflow or Business Process Automation**

**Description:**

**Process Director™** software automates the sequence of tasks behind each process or transaction, manages the automated process from start to finish and tracks the status of each step along the way. Process Director handles all phases of your process automation with its modular design:

The graphical **Process Designer** tool permits fast development with a drag and drop process design interface, visual workflow maps and intelligent forms.

The **Process Server** component manages the automated process, keeping track of server load, timers, sub-processes and exceptions.

The **Administrator** module lets you monitor and audit your processes, configure servers, assign user privileges and pull up reports.

**Benefits:**

Automate any business process which will:

- Reduce operating costs
- Shorten transaction cycle times
- Accurately complete all transactions
- Achieve peak efficiency through maximum transaction automation
- Identify and resolve unusual transactions
- Improve customer service
- Have complete control with audit trails and metrics for all process tasks

**Features:**

- Unique automatic code generator reduces deployment time
- Process automation engine is configurable to any rules-based process
- Robust routing engine is capable of handling all workflow processes, sub-processes and exceptions
- Simple web interfaces use existing browser and email software so there is no client software to install
- Service Oriented Architecture (SOA) aware: initiates and responds to web service requests

**Equipment for Installation:**

Windows Server 2003, or Windows 2008  
Dual CPU with 4 gigabytes of memory and 50 gigabytes of disk space

**Product Name: RAPID Enterprise Workplace**  
**Category: Workflow or Business Process Automation**  
**Description:**

RAPID Enterprise Workplace: Integrated content and business process management. RAPID Enterprise Workplace allows the user to store, retrieve and electronically route tasks and content across the enterprise from their desktop.

RAPID Enterprise Workplace incorporates the full functionality of Intellectus' Process Director bundled with flexible electronic content management. It uses industry standard (XML) web forms and options for full customization that decrease time spent on a task.

- Easy to deploy; all users need is a browser, the URL and an authorized login
- Scalable from the departmental to the worldwide enterprise level
- Thin client: true zero client install with no cookies, downloadable code or Active X controls
- Real-time live update of all content, processes and tasks
- Supports enterprise-wide process standardization

**Benefits: Cut costs and increase efficiency**

- With RAPID Enterprise Workplace, users conduct their work more accurately and efficiently. Tasks and mission critical content are manually or automatically routed to the appropriate users for action.
- Monitoring and tracking features provide managers with the assurance that the required work has been completed.
- RAPID Enterprise Workplace helps organizations increase their processing accuracy and control, while providing a secure audit trail that reduces support costs.

**Features:**

Powerful Business Process Automation

- Incorporates Intellectus' Process Director
- Process maps are easy to create and change with drag and drop design tools
- Work is routed automatically, based on user roles, rules, data values, timers or exception handling
- Load balancing distributes workload to avoid processor slowdown
- Data can be pushed or pulled from forms and linked to external legacy databases

Flexible Electronic Content Management

- Incorporates Intellectus' Content Director
- Imports content via web browser, scanner, fax, email, ftp or virtually any other source
- Stores content in its original electronic format, including .doc, .xls, .ppt, .pdf, .avi or any other

- file format
- Links mission critical content to tasks and automatically routes it to users

### Comprehensive User Features

- Manage tasks with point and click options
- Make accurate selections with guidance from clear, well-designed screens
- Work online or offline with automatic synchronization when connected
- Create custom forms with built-in web forms editor

### IT Maintainability and Security

- True zero install thin web client
- All rules and database transactions occur between servers
- Deployable in the most secure networks: only one port needs to be open between servers and web clients.

### **Equipment for Installation:**

Windows Server

Dual CPU with 4 gigabytes of memory and 50 gigabytes of disk space

### **Product Name: Content Director**

### **Category: Content Management**

### **Description:**

Content Director creates a single, harmonious repository to house all of your electronic content: documents, emails, images, reports, presentations and more. Content Director is your electronic filing cabinet.

Content Director is a flexible and powerful system that provides security, compliance, scalability and cost-effective storage for large volumes of electronic records. Its simple web interfaces and powerful search engine are easy to deploy and use across the entire enterprise. Create, track and store data in multiple systems and access it all through Content Director.

- Store and manage any kind of content
- Search for what you need from anywhere
- Keep all your information secure
- Upload and access content via a simple web-based interface
- Retain electronic records in a secure, auditable format

### **Benefits: Maximize existing technology investments**

Content Director uses cutting edge Service Oriented Architecture (SOA) technology to enhance speed, security and interoperability with other systems. You can link Content Director's powerful search engine to your existing document repository, thereby protecting your investment in your current content management infrastructure.

Content Director is fast and easy to deploy enterprise-wide. There are no Active X controls, client side applications or cookies to install. Authorized users can upload and retrieve content from anywhere, using the email software and web browsers they already have. With Content Director, the process of obtaining the data you need to make informed decisions is fast and efficient.

### **Features:**

#### Repository Searches

- Custom and pre-defined searches
- Search based on limitless user-defined attributes
- Save searches and publish to other users
- Control each user's level of access to searches and content

#### Importing Documents

- Import content via web browser, scanner, fax, email, ftp or virtually any other source
- Keep content in its original electronic format, including .doc, .xls, .ppt, .pdf, .avi or any other file format

#### Exporting Data

- Export document attributes and/or the actual document contents
- Export feeds, such as CDROM compatible exports, XML exports, and email exports
- Define and save exports based upon user-defined search criteria

#### Security Administration

- Encrypted authentication for each user
- Assign different security privileges to groups of users
- Security administration can be divided among multiple security administrators

#### Auditing and Reporting

- Use pre-defined reports regarding users, groups, profiles, and the repository
- Easily create custom reports
- Control who has access to all reports

**Equipment for Installation:**

Windows Server

Dual CPU with 4 gigabytes of memory and 50 gigabytes of disk space

**TERM SOFTWARE LICENCES (SIN 132-32)**

## Enterprise Workflow Engine Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-32	Intellectus	HPD-0001	Process Director Server License – Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.	\$7,171.39
132-32	Intellectus	HPD-0002	Process Director:1 Concurrent Connection	\$469.92
132-32	Intellectus	HPD-0003	Process Director:10 Concurrent Connections.	\$3,963.32
132-32	Intellectus	HPD-0004	Process Director: 100 Concurrent Connections.	\$27,204.03
132-32	Intellectus	HPD-0005	Process Director:25 Named Users	\$4,066.50
132-32	Intellectus	HPD-0006	Process Director: 100 Named Users	\$19,784.38

Enterprise Document Imaging/Management Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-32	Intellectus	HCD-0001	Content Director:25 Named Users	\$6,399.19
132-32	Intellectus	HCD-0002	Content Director: Unlimited Departmental	\$6,740.96
132-32	Intellectus	HCD-0003	Content Director:25 Concurrent Users	\$3,210.48
132-32	Intellectus	HCD-0004	Content Director: 100 Concurrent Users/Internet Versions	\$10,881.61
132-32	Intellectus	HCD-0005	Content Director: 1 Named User	\$95.11
132-32	Intellectus	HCD-0006	Content Director: 1 Concurrent User	\$157.18
132-32	Intellectus	HCD-0007	Content Director: Server License	\$2,569.67

Enterprise Workplace Management Solutions Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-32	Intellectus	HWP-0001	Workplace:25 Named Users	\$5,778.54
132-32	Intellectus	HWP-0002	Workplace:5 Concurrent Connections	\$5,778.54
132-32	Intellectus	HWP-0003	Workplace:10 Named Users	\$3,129.07
132-32	Intellectus	HWP-0004	Workplace:25 Concurrent Connections	\$20,755.67
132-32	Intellectus	HWP-0005	Workplace:1 Concurrent Connection	\$664.18

Internet/Intranet Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-32	Intellectus	HIS-0001	InfoSearch 100 Named Users system	\$5,316.68
132-32	Intellectus	HIS-0002	InfoSearch: Site License	\$10,911.44
132-32	Intellectus	HRP-0001	RAPID Base System 100 Concurrent Users	\$61,025.69
132-32	Intellectus	HRP-0002	RAPID Base System Add 100 Concurrent Users	\$42,216.62
132-32	Intellectus	HRP-0003	RAPID Project Tracking Module	\$36,422.77
132-32	Intellectus	HRP-0004	RAPID Enhancement Module	\$36,422.77
132-32	Intellectus	HRP-0005	RAPID Media	\$11,413.60
132-32	Intellectus	HRP-0006	RAPID Application Module	\$15,455.92

Conversion and Data Indexing Utility Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-32	Intellectus	HIB-0001	InfoBridge: Single Server License	\$5,317.48
132-32	Intellectus	HIB-0002	InfoBridge: InfoBridge Export Format Connector	\$3,190.33
132-32	Intellectus	HIB-0003	InfoBridge: 1 million object export License	\$1,063.98
132-32	Intellectus	HIB-0004	InfoBridge: five hundred thousand page processing License	\$1,063.98
132-32	Intellectus	HID-0001	InfoDex: Single Server License	\$3,190.33
132-32	Intellectus	HID-0002	InfoDex: Client License	\$531.99

Application Integration Plug-ins

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-32	Intellectus	HAPI-1	Advanced Application API Connector	\$8,322.42
132-32	Intellectus	HAPI-2	API Connector	\$5,350.53

Quick Start Packs

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-32	Intellectus	HREW-SP	RAPID Enterprise Workplace Starter Pack (5 user system)	\$5,707.61
132-32	Intellectus	HQS-1	Quick Start Implementation Services	\$22,367.76
132-32	Intellectus	HQS-2	Quick Start Implementation Pak Level-2	\$57,934.51

**PERPETUAL SOFTWARE LICENSES (SIN 132-33) – SUBJECT TO COOPERATIVE PURCHASING**

Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software.

Pricing for all SINS 132-32 and 132-33 Category Rates will increase by 3% per annum on the anniversary of the contract award date

**Intellectus**

Enterprise Workflow Engine Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-33	Intellectus	PD-0001	Process Director Server License –Core Server license	\$28,683.93
132-33	Intellectus	PD-0002	Process Director:1 Concurrent Connection	\$1,878.09
132-33	Intellectus	PD-0003	Process Director:10 Concurrent Connections.	\$15,850.88
132-33	Intellectus	PD-0004	Process Director: 100 Concurrent Connections.	\$108,816.12
132-33	Intellectus	PD-0005	Process Director:25 Named Users	\$16,265.99
132-33	Intellectus	PD-0006	Process Director: 100 Named Users	\$79,133.50

Enterprise Document Imaging/Management Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-33	Intellectus	CD-0001	Content Director:25 Named Users	\$25,595.97
132-33	Intellectus	CD-0002	Content Director: Unlimited Departmental	\$26,962.22
132-33	Intellectus	CD-0003	Content Director:25 Concurrent Users	\$12,840.30
132-33	Intellectus	CD-0004	Content Director: 100 Concurrent Users/Internet Versions	\$43,526.45
132-33	Intellectus	CD-0005	Content Director: 1 Named User	\$378.84

132-33	Intellectus	CD-0006	Content Director: 1 Concurrent User	\$628.72
132-33	Intellectus	CD-0007	Content Director: Server License	\$10,277.08

Enterprise Workplace Management Solutions Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-33	Intellectus	WP-0001	RAPID Workplace:25 Named Users	\$23,113.35
132-33	Intellectus	WP-0002	RAPID Workplace:5 Concurrent Connections	\$23,113.35
132-33	Intellectus	WP-0003	RAPID Workplace:10 Named Users	\$12,513.85
132-33	Intellectus	WP-0004	RAPID Workplace:25 Concurrent Connections	\$83,022.67
132-33	Intellectus	WP-0005	RAPID Workplace:1 Concurrent Connection	\$2,655.92

Internet/Intranet Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-33	Intellectus	IS-0001	InfoSearch 100 Named Users system	\$21,266.70
132-33	Intellectus	IS-0002	InfoSearch: Site License	\$43,647.36
132-33	Intellectus	RP-0001	RAPID Base System 100 Concurrent Users	\$244,102.77
132-33	Intellectus	RP-0002	RAPID Base System Add 100 Concurrent Users	\$168,866.50
132-33	Intellectus	RP-0003	RAPID Project Tracking Module	\$145,692.70
132-33	Intellectus	RP-0004	RAPID Enhancement Module	\$145,692.70
132-33	Intellectus	RP-0005	RAPID Media	\$46,428.21
132-33	Intellectus	RP-0006	RAPID Application Module	\$61,823.68

Conversion and Data Indexing Utility Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-33	Intellectus	IB-0001	InfoBridge: Single Server License	\$18,492.29
132-33	Intellectus	IB-0002	InfoBridge: InfoBridge Export Format Connector	\$11,095.21
132-33	Intellectus	IB-0003	InfoBridge: 1 million object export License	\$3,698.14
132-33	Intellectus	IB-0004	InfoBridge: five hundred thousand page processing License	\$3,698.14
132-33	Intellectus	ID-0001	InfoDex: Single Server License	\$12,759.70
132-33	Intellectus	ID-0002	InfoDex: Client License	\$2,127.96

Application Integration Plug-ins

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-33	Intellectus	API-1	Advanced Application API Connector	\$33,289.67
132-33	Intellectus	API-2	API Connector	\$21,400.50

Quick Start Packs

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-33	Intellectus	REW-SP	RAPID Enterprise Workplace Starter Pack (5 user system)	\$22,831.23
132-33	Intellectus	QS-1	Quick Start Implementation Pak Level-1	\$22,367.76
132-33	Intellectus	QS-2	Quick Start Implementation Pak Level-2	\$57,934.51

SOFTWARE ASSURANCE (SIN 132-34) – SUBJECT TO COOPERATIVE PURCHASING

Includes maintenance of software.

**Pricing for all SIN 132-34 Category Rates will increase by 3% per annum on the anniversary of the contract award date**

	<b>Manufacturer</b>	<b>Catalog Number</b>	<b>Product Description</b>	<b>GSA Price</b>
132-34	Intellectus	SA-0001	Basic Software Assurance	18% of discounted GSA software price
132-34	Intellectus	SA-0002	Premium Software Assurance	22% of discounted GSA software price
132-34	Intellectus	SA-0003	Premium Application Help Desk	\$22% of discounted GSA software price

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

Not available

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**Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51) and Identity Access Management Professional Services (Special Item Number 132-60F)**

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**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT 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 1 – 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 (May 2001) (Deviation 1 – 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 – Dec 2007) Rights in Data – General, may apply.

**8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

**9. INDEPENDENT CONTRACTOR**

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

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

### **a. Definitions.**

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

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

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

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

**15. APPROVAL OF SUBCONTRACTS**

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

**16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

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**IT Professional Services Labor Category Rates**

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**The Economic Price Adjustment Mechanism set out in the Solicitation Clause 552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS shall apply to these prices**

**Labor Category Rates SIN 132-51**

<b>Labor Category</b>	<b>Order Code</b>	<b>Hourly Rate</b>
Program Manager I	PGM 1	\$223.68
Enterprise Architect Level I	EA 1	\$204.79
Enterprise Architect Level II	EA 2	\$145.09
Project Manager Level I	PM 1	\$178.34
Database Analyst I	DBA 1	\$205.54
Database Analyst II	DBA 2	\$132.24
Systems Analyst Level I	SA 1	\$101.26
Network Administrator I	NA 1	\$151.13
Web Developer I	WD 1	\$112.85
Computer Programmer I	CP 1	\$73.35
Technical Writer Level I	TW 1	\$89.47

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**IT Professional Services Labor Category Descriptions**

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**Program Manager I**

Minimum / General Experience: Minimum of two years experience leading information systems projects in all phases including design, development, migration, conversion, testing, implementation, and maintenance. Applies object-oriented methodology, database, and client-server architecture to achieve client's goals. Supervises employees, allocates staff hours, enforces procedures, creates procedures as needed, and determines due dates. Provides clients with regular status reports.

Required Education Level: Bachelor's degree in computer science, computer information systems, management information systems, information resource management, data processing, or other related discipline, or four years of equivalent experience.

### **Enterprise Architect - I**

Minimum / General Experience: Minimum six year's experience. This individual must thoroughly understand current technology and have a broad base of expertise. Must have a strong understanding of Enterprise wide applications. Strong SQL and Object Oriented experience and SQL support tools. Able to code algorithms and design GUI systems. Have an understanding of full project life cycle.

Functional Responsibility: The Enterprise Architect will assist the development team as needed by investigating, identifying, and resolving complex technical issues involving anything from application architecture, to performance, to platform communication/integration, to isolated technical events that occur sporadically, to consulting and solving specific customer/client problems at their site. Specification, design, implementation, and testing as well as gaining insight into the underlying architecture and leveraging this understanding into re-architecting the system as required. A high level of communication and knowledge transfer is required between the enterprise architect and other individuals in the group. Perform analysis, functional and technical requirements, and create a workflow and architect the system to minimize redundancy.

Minimum Education: BS degree in electrical engineering, computer science, information management systems, or equivalent job experience.

### **Enterprise Architect - II**

Minimum / General Experience: Minimum four year's experience. This individual must thoroughly understand current technology and have a broad base of expertise. Must have a strong understanding of Enterprise wide applications. Strong SQL and Object Oriented experience and SQL support tools. Able to code algorithms and design GUI systems. Have an understanding of full project life cycle.

Functional Responsibility: The Enterprise Architect will assist the development team as needed by investigating, identifying, and resolving complex technical issues involving anything from application architecture, to performance, to platform communication/integration, to isolated technical events that occur sporadically, to consulting and solving specific customer/client problems at their site. Specification, design, implementation, and testing as well as gaining insight into the underlying architecture and leveraging this understanding into re-architecting the system as required. A high level of communication and knowledge transfer is required between the enterprise architect and other individuals in the group. Perform analysis, functional and technical requirements, and create a workflow and architect the system to minimize redundancy.

Minimum Education: BS degree in electrical engineering, computer science, information management systems, or equivalent job experience.

### **Project Manager - I**

Minimum / General Experience: Minimum 4 years experience with coordinating all aspects of a change-in-terms project, ensuring the project complies with regulatory requirements and meets established deadlines without creating financial or legal liabilities. Posses exceptional verbal and written communication skills, as well as, strong organizational skills and must be self-motivated and able to work with minimum supervision.

Functional Responsibility: Plans, directs, and coordinates activities of designated project to ensure that goals or objectives of project are accomplished within prescribed time frame and funding parameters. Attend project meetings, gather and refine project requirements, determine feasibility of system modification request. Identify all areas that may be impacted by requests, generate internal/external projects, project tracking, and status reporting of all projects being undertaken.

Minimum Education: BS degree in electrical engineering, computer science, information management systems, or equivalent job experience.

### **Database Analyst I**

Minimum / General Experience: Minimum of four years assisting in planning, designing, and implementing the common database. Such activities involve interaction with development and end-user personnel to determine application data access requirements, transaction rates, volume analysis, and other pertinent data required to develop and maintain integrated databases. Works under general supervision, assists in analysis and design activities associated with the development and maintenance of the database. Must be competent to work independently in most phases of database management. Reports to the Manager, Data Management.

Functional Responsibility: Responsible for activities and results of those activities specifically assigned and agreed upon. Plans, schedules, and assigns tasks to personnel as required to assure orderly additions and/or changes to the database. Designs and implements accurate, secure, and efficient databases. Maintains accurate and up-to-date knowledge of database information and requirements for maximizing database potential. Ensures that databases are designed to meet requirements at the lowest possible costs. Assures the timely completion of the database projects and estimated costs.

Minimum Education: BS degree in Computer Science, Information Management Systems, or equivalent job experience.

### **Database Analyst II**

Minimum / General Experience: Minimum of two years assisting in planning, designing, and implementing the common database. Such activities involve interaction with development and end-user personnel to determine application data access requirements, transaction rates, volume analysis, and other pertinent data required to develop and maintain integrated databases. Works under general supervision, assists in analysis and design activities associated with the development and maintenance of the database. Must be competent to work independently in most phases of database management.

Functional Responsibility: Responsible for activities and results of those activities specifically assigned and agreed upon. Plans, schedules, and assigns tasks to personnel as required to assure orderly additions and/or changes to the database. Designs and implements accurate, secure, and efficient databases. Maintains accurate and up-to-date knowledge of database information and requirements for maximizing database potential. Ensures that databases are designed to meet requirements at the lowest possible costs. Assures the timely completion of the database projects and estimated costs.

Minimum Education: BS degree in Computer Science, Information Management Systems, or equivalent job experience.

### **Systems Analyst - I**

Minimum / General Experience: Minimum four years experience with technical system management experience, technical support, hardware/software system support, operations support.

Functional Responsibility: Analyzes evaluates and modifies existing or proposed systems and related devices. Coordinates with users to ensure timely and efficient manufacturer's software release installation. May design, encode, test and debug programs or user defined modifications.

Minimum Education: BS degree in electrical engineering, computer science, information management systems, or 4 years related job experience.

### **Network Administrator I**

Minimum / General Experience: Minimum of four years experience, of which, at least two years must be specialized. Specialized experience includes administration of UNIX, Windows OS, Novell systems or open systems and/or legacy systems. General experience includes operations experience on a large-scale computer system or a multi-server local area network.

Functional Responsibility: Supervises and manages the daily activities of configuration and operation of business systems which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems. Provides daily supervision and direction to staff.

Minimum Education: BS in Computer Science or a related technical field or four years experience in a project related functional area.

### **Web Developer I**

Minimum / General Experience: Minimum of four years experience working on projects that include web-based applications, website enhancements, desktop applications, database-backed websites and web layout enhancements. Works in team environment and participates in processes concerning the architecture of new applications to meet client needs. Code web pages utilizing XHTML and CSS, following industry standards. Work in several programming languages including SQL, PHP and JavaScript as well as combinations of languages such as AJAX. Experience working in several development frameworks including .NET, Ruby on Rails, Smarty and PEAR as well as database systems including MySQL, PostgreSQL and SQL server among others.

Reviews, analyzes and modifies web systems including documenting, designing, developing, testing, monitoring and maintaining as specified by management. Installs and customizes software packages and works with a variety of web servers and protocols.

Minimum Education: BS in Computer Science or a related technical field or five years experience in a project related functional area.

### **Computer Programmer I**

Minimum/General Experience: Minimum of five years experience, including at least three years specializing in the development of application software or maintaining operational source code. Defines the logic, performs the coding, testing and debugging of the application. Prepares the application specifications and documentation that includes the designing of report formats, record layouts and screen layouts.

Functional responsibility: Develops program specifications for application software development under supervision. Defines the logic, performs the coding, tests and debugs the application. Prepares system and program specifications and documentation that includes designing report formats, record and screen layouts.

Minimum Education: BS degree in Computer Science or a related technical field or five years experience in a project related functional area.

### **Technical Writer - I**

Minimum / General Experience: Minimum 4 years experience. Proficient in one or more of: Word, Winhelp , Framemaker, Robohelp and various other software packages. Strong knowledge of HTML and/or Visual Basic or other modern programming language. Creative and able to produce ergonomic and helpful tutorials and reference manuals. Able to think and work independently with little direction.

Functional Responsibility: Work with design team to create all necessary documentation, internal and external. Coordinate printing and distribution for external documentation as needed. Maintain past and present documentation as appropriate. Research, organize and evaluate technical information and communicate in a written, user-friendly manner. Communicate with clients, staff and vendors concerned with the publication and printing of manuals. If applicable, provide direction regarding design, layout, and final proofing of user manuals and technical publications. Develop graphic illustration for use in manuals and technical documents. Assist management when required, with the definition and description of products and services, in order to support both engineers and manufacturers in the design, development, and production of new products. Support internal engineering efforts concerned with either hardware or software development by preparing specifications product definitions, and operational descriptions. Perform extensive testing on procedures to ensure usability.

Minimum Education: BS degree in electrical engineering, computer science, information management systems, literature, English or 3 years related job experience.

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## **Terms and Conditions Applicable to Electronic-Commerce (EC) (Special Identification Number 132-52)**

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### **1. SCOPE**

- a) The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b) The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

### **2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a) Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract .
- b) The ordering activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks. 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 EC 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-
- c) 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
- d) 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.
- e) 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.

## **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 ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

## **9. INDEPENDENT CONTRACTOR**

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

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

- a) Definitions.

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

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

a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- 1) **The offeror;**
- 2) **Subcontractors; and/or**
- 3) **Divisions, subsidiaries, or affiliates of the offeror under a common control.**

## **13. 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.

## **14. 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.

**15. DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING**

The Contractor shall provide a description of each type of EC Service offered under Special Item Numbers 132-52 E-Commerce. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other ordering activity customers. Please submit a description of all corresponding commercial EC services to be provided.

Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.

**Pricing for all Electronic Commerce Category Rates will increase by 3% per annum on the anniversary of the contract award date.**

**Intellectus – Software as a Service (SaaS)**

Enterprise Workflow Engine Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-52	Intellectus	HPD-0001	Process Director Server License – Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.	\$7,171.39
132-52	Intellectus	HPD-0002	Process Director:1 Concurrent Connection	\$469.92
132-52	Intellectus	HPD-0003	Process Director:10 Concurrent Connections.	\$3,963.32
132-52	Intellectus	HPD-0004	Process Director: 100 Concurrent Connections.	\$27,204.03
132-52	Intellectus	HPD-0005	Process Director:25 Named Users	\$4,066.50
132-52	Intellectus	HPD-0006	Process Director: 100 Named Users	\$19,784.38

Enterprise Document Imaging/Management Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-52	Intellectus	HCD-0001	Content Director:25 Named Users	\$6,399.19
132-52	Intellectus	HCD-0002	Content Director: Unlimited Departmental	\$6,740.96
132-52	Intellectus	HCD-0003	Content Director:25 Concurrent Users	\$3,210.48
132-52	Intellectus	HCD-0004	Content Director: 100 Concurrent Users/Internet Versions	\$10,881.61
132-52	Intellectus	HCD-0005	Content Director: 1 Named User	\$95.11
132-52	Intellectus	HCD-0006	Content Director: 1 Concurrent User	\$157.18
132-52	Intellectus	HCD-0007	Content Director: Server License	\$2,569.67

Enterprise Workplace Management Solutions Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-52	Intellectus	HWP-0001	Workplace:25 Named Users	\$5,778.54
132-52	Intellectus	HWP-0002	Workplace:5 Concurrent Connections	\$5,778.54
132-52	Intellectus	HWP-0003	Workplace:10 Named Users	\$3,129.07
132-52	Intellectus	HWP-0004	Workplace:25 Concurrent Connections	\$20,755.67
132-52	Intellectus	HWP-0005	Workplace:1 Concurrent Connection	\$664.18

Internet/Intranet Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-52	Intellectus	HIS-0001	InfoSearch 100 Named Users system	\$5,316.68
132-52	Intellectus	HIS-0002	InfoSearch: Site License	\$10,911.44
132-52	Intellectus	HRP-0001	RAPID Base System 100 Concurrent Users	\$61,025.69
132-52	Intellectus	HRP-0002	RAPID Base System Add 100 Concurrent Users	\$42,216.62
132-52	Intellectus	HRP-0003	RAPID Project Tracking Module	\$36,422.77
132-52	Intellectus	HRP-0004	RAPID Enhancement Module	\$36,422.77
132-32/33	Intellectus	HRP-0005	RAPID Media	\$11,413.60
132-32/33	Intellectus	HRP-0006	RAPID Application Module	\$15,455.92

Conversion and Data Indexing Utility Products

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-52	Intellectus	HIB-0001	InfoBridge: Single Server License	\$5,317.48
132-52	Intellectus	HIB-0002	InfoBridge: InfoBridge Export Format Connector	\$3,190.33
132-52	Intellectus	HIB-0003	InfoBridge: 1 million object export License	\$1,063.98
132-52	Intellectus	HIB-0004	InfoBridge: five hundred thousand page processing License	\$1,063.98
132-52	Intellectus	HID-0001	InfoDex: Single Server License	\$3,190.33
132-52	Intellectus	HID-0002	InfoDex: Client License	\$531.99

Application Integration Plug-ins

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-52	Intellectus	HAPI-1	Advanced Application API Connector	\$8,322.42
132-52	Intellectus	HAPI-2	API Connector	\$5,350.53

Quick Start Packs

SIN	Manufacturer	Catalog Number	Product Description	GSA Price
132-52	Intellectus	HREW-SP	RAPID Enterprise Workplace Starter Pack (5 user system)	\$5,707.61
132-52	Intellectus	HQS-1	Quick Start Implementation Services	\$22,367.76
132-52	Intellectus	HQS-2	Quick Start Implementation Pak Level-2	\$57,934.51

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## USA Commitment to Promote Small Business Participation Procurement Programs

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### PREAMBLE

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

### COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Chris Watson, : 703.439.1150, [chris.watson@intellectus.com](mailto:chris.watson@intellectus.com), FAX: 440.425.1160.

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## Blanket Purchase Agreement (BPA) Template

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BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

**(CUSTOMER NAME)**  
**BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;

- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

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## **Basic Guidelines for Using “Contractor Team Arrangements”**

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Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.