



James Gregory Associates, Inc.
"Managed Information Technology"

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

Term Software Licenses (SIN 132-32)

Secure Web Hosting Services for Collaboration - Our secure services provide access to JGA Collaboration Software: Secure Web Window (SWW) and/or Web Project Room (WPR) and your data from our servers — all you need is a browser. Monthly fees are based on the collaborative software available to you, the number of users, the system services used, and the level of service.

Server Based Collaboration Software - These items enable you to install JGA tools on your servers. Licenses includes 1st year Subscription Update Service and CD.

Perpetual Software Licenses (SIN 132-33)

Workstation Tools - Includes licenses for our 'standalone' software: Dynamic Insight – Standard and Dynamic Insight – Professional.

Secure Web Hosting Services for Collaboration – Set up fees for the Secure Web Window and/or Web Project Room are a one-time charge.

Server Based Collaboration Software - These items enable you to install JGA tools on your servers. Licenses includes 1st year Subscription Update Service and CD.

Maintenance of Software (SIN 132-34)

The **Subscription Update Service** provides support and upgrades for a period of one year from the anniversary date of your license. The initial year is included in the purchase price. Each subsequent year can be purchased at the price in effect at the time of renewal.

James Gregory Associates, Inc.
4615 Hilton Corporate Dr.
Columbus, OH 43232-4151
(614) 759-0045
(614) 759-0058 (Fax)
www.JamesGregory.com
info@jgai.com

General Services Administration
Federal Supply Service

Contract Number: GS-35F-0583R

Contract Period: 1 July 2005 thru 30 June 2010

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

TABLE OF CONTENTS

INFORMATION FOR ORDERING OFFICES	4
SPECIAL NOTICE TO AGENCIES	4
1. Geographic Scope of Contract.....	4
2. Contractor's Ordering Address and Payment Information.....	4
3. Liability for Injury or Damage	4
4. Statistical Data for Government Ordering Office Completion of Standard Form 279	5
5. FOB Destination.....	5
6. Delivery Schedule.....	5
7. Discounts.....	5
8. Trade Agreements Act of 1979, as amended.....	5
9. Statement Concerning Availability of Export Packing.....	5
10. Small Requirements.....	5
11. Maximum Order	5
12. Use of Federal Supply Service Information Technology Schedule Contracts.....	5
13. Federal Information Technology/Telecommunication Standards Requirements.....	6
14. Security Requirements.....	6
15. Contract Administration for Ordering Offices.....	6
16. GSA Advantage!.....	7
17. Purchase of Incidental, Non-Schedule Items	7
18. Contractor Commitments, Warranties and Representations	7
19. Oversea Activities – Not Applicable	7
20. Blanket Purchase Agreements (BPAs)	8
21. Contractor Team Arrangements.....	8
22. Installation, Deinstallation, Reinstallation – Not Applicable.....	8
23. Section 508 Compliance – Not Applicable.....	8
24. Prime Contractor Ordering from Federal Supply Schedules.....	8
25. Insurance - Work on a Government Installation - Not Applicable.....	8
26. Software Interoperability.....	9
27. Advance Payments	9
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES.....	10
1. Inspection/Acceptance.....	10
2. Guarantee/Warranty.....	10
3. Technical Services.....	10
4. Software Maintenance	10
5. Periods of Term Licenses (132-32) and Maintenance (132-34) – Not Applicable.....	10
6. Conversion from Term License to Perpetual License-Not Applicable.....	11
7. Term License Cessation - Not Applicable.....	11
8. Utilization Limitations.....	11
9. Software Conversions - Not Applicable.....	12
10. Descriptions and Equipment Compatibility.....	12
11. Right-to-Copy Pricing	12
Workstation Tools: Licensed for Individual PC's (SIN 132-32 and 132-34).....	13
Secure Web Hosting Services for Collaboration (SIN 132-32).....	14
Web Project Room Services including Secure Web Window in every Room.....	14
Secure Web Hosting Services for Collaboration (SIN 132-32).....	15
Web Project Room <i>Only</i> Services (i.e. SWW is not available in any Room).....	15
Secure Web Hosting Services for Collaboration (SIN 132-32).....	16
Secure Web Window <i>Only</i> Services (i.e. not within a WPR).....	16
Secure Web Hosting Services for Collaboration (SIN 132-32).....	17
Server-Based Collaboration Software — Licensed for Customer Servers (SIN 132-32).....	18
Server-Based Collaboration Software — Licensed for Customer Servers (SIN 132-32).....	19
Server-Based Collaboration Software — Licensed for Customer Servers (SIN 132-32).....	20
Secure Web Window Only (i.e., not within a WPR).....	20

DocHawk ASP Services (SIN 132-32).....	21
DocHawk Software Licenses (SIN 132-33)	22
BEST VALUE BLANKET PURCHASE AGREEMENT	23
BLANKET PURCHASE AGREEMENT	24

INFORMATION FOR ORDERING OFFICES

SPECIAL NOTICE TO AGENCIES

Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (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

Authorized buyers in the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.

2. Contractor's Ordering Address and Payment Information

All Purchase Orders and Payments should be mailed to:

James Gregory Associates, Inc.
4615 Hilton Corporate Drive
Columbus, OH 43232-4151
Phone: 614-759-0045
Fax: 614-759-0058

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will 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 can be used by ordering agencies to obtain technical and/or ordering assistance: 614-759-0045.

3. Liability for Injury or Damage

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

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

Block 9: G₂ Order/Modification Under Federal Schedule

Block 16: DUNS Number: **93-900-7639**

Block 30: Type of Contractor **B: Other Small Business**

Block 31: Woman-Owned Small Business - No

Block 36: (TIN) **31-1445930**

4a. CAGE Code: **06AP8**

4b. JGA has registered with the Central Contractor Registration Database.

5. FOB Destination

6. Delivery Schedule (when applicable)

Delivery of services will be based on terms you specify. If we are unable to meet your delivery requirements for an order, we will notify you within three (3) days of receipt of the order.

7. Discounts

Prices shown are net prices; Basic Discounts have been deducted. No other discounts offered.

8. Trade Agreements Act of 1979, as amended

All items are U.S. made end products.

9. Statement Concerning Availability of Export Packing

Not applicable.

10. Small Requirements

There is no minimum dollar value of orders.

11. Maximum Order

(All dollar amounts are exclusive of any discount for prompt payment.)

- a. Term Software Licenses - SIN 132-32
The Maximum Order value is \$500,000.
- b. Perpetual Software Licenses - SIN 132-33
The Maximum Order value is \$500,000.
- c. Maintenance of Software - SIN 132-34
The Maximum Order value is \$500,000.

12. Use of Federal Supply Service Information Technology 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

Federal departments and agencies 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 offices, shall be responded to promptly by the Contractor.

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

a. Security Requirements

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lesser.

b. Availability of Funds

Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. Contract Administration for Ordering Offices

Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

James Gregory Associates, Inc.

Product categories: Term Software Licenses, Perpetual Software Licenses and Maintenance of Software

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

17. Purchase of Open Market Items

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated 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

There are no warranties.

19. Oversea Activities – Not Applicable

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

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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 – Not Applicable

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

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

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

23. Section 508 Compliance – Not Applicable

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: Not Applicable.

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 – Not Applicable

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an

endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. Software Interoperability

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

27. Advance Payments

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

**TERMS AND CONDITIONS APPLICABLE TO
TERM SOFTWARE LICENSES (SIN 132-32), PERPETUAL SOFTWARE LICENSES (SIN 132-33),
AND MAINTENANCE (SIN 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. Inspection/Acceptance

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

2. Guarantee/Warranty

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

There is no warranty.

- 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 Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. Technical Services

The Contractor, without additional charge to the Government, shall provide a hot line technical support number, 614-759-0045, for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 a.m. to 5 p.m. EST.

4. Software Maintenance

- a. Software maintenance is referred to as "Subscription Update Service" by James Gregory Associates, Inc. This service provides support and upgrades to the software product purchased for one full year from the anniversary date of your license. The initial year is included in the purchase price. Each subsequent year may be purchased at the price in effect at the time of renewal.
- b. All Subscription Update Services must be paid at the beginning of the period covered.

5. Periods of Term Licenses (132-32) and Maintenance (132-34) – Not Applicable

- 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 – Not Applicable

a. After a software product has been on a continuous term license for a period of _____ * 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. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. Term License Cessation - Not Applicable

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the Government. 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 Government. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

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

8. Utilization Limitations

UTILIZATION LIMITATIONS (132 32, 132 33, AND 132 34)

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may

be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 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 - Not Applicable

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. 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 for 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.

11. Right-to-Copy Pricing

There are no right-to-copy licenses.



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

Workstation Tools: Licensed for Individual PC's (SIN 132-32, 132-33 and 132-34)

Item Number	Item	Version	Notes & Options	Price
641	Dynamic Insight[®] <i>Standard License</i> (SIN 132-33)	1.1	Workstation License, including delivery via CD or Web download One free training coupon (credit) One year Subscription Update Service (Includes all product upgrades)	\$2,499.33 (per license)
626	(SIN 132-34)		Subscription Update Service	\$405 (per license)
642	Dynamic Insight[®] <i>Professional License</i> (SIN 132-33)	1.1	Workstation License, including delivery via CD or Web download One training coupon (credit) One year Subscription Update Service (Includes all product upgrades)	\$5,837.33 (per license)
627	(SIN 132-34)		Subscription Update Service	\$945 (per license)
686	Upgrade to Dynamic Insight[®] <i>Professional License</i> (SIN 132-33)		Upgrade from Dynamic Insight – Standard Workstation License to Dynamic Insight – Professional Workstation License (During SUS period)	\$3,338 (per license)
649	Media Replacement (SIN 132-33)		<i>Current manual plus CD-ROM including software and help files</i>	\$95 each

Dynamic Insight runs in Windows 98, Windows NT, Windows 2000, or Windows XP.

Dynamic Insight runs with Office 97(SR-2) or Office 2000.



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

Secure Web Hosting Services for Collaboration (SIN 132-32 and 132-33)

JGA hosts and manages your data and services using our collaboration software and secure servers. The software is always up-to-date. Your data are secure and available. If you prefer to purchase this software for operation on your own servers, see our server-based software solutions.

Getting started with secure Internet collaboration is easy. First, choose which collaboration software you need, the type of password/security protocols you require, and the level of service you prefer.

- Collaboration software: Secure Web Window (SWW), Web Project Room (WPR) with or without SWW
- Password/security protocol: procedures for user account and account login management
- Level of Service: Silver, Gold and Platinum

Then, JGA will set up the collaborative services for you, train your users (depending on service level), and work with your users to keep your information secure. Monthly fees are based on the collaborative software available to you, the number of users, the systems services used, the password/security protocol and the level of service.

Web Project Room Services including Secure Web Window in every Room

Item Number	Item	Version	Notes & Options	Price
819 820 821	WPR Setup (incl. SWW) (SIN 132-33)	WPR 4 SWW 2	Configure WPR/SWW to specific needs, instantiate protocols, open portal. Includes one <i>Room</i>	\$1,418 Silver \$1,497 Gold \$1,537 Platinum
822 823 824	Additional Room (incl. SWW) (SIN 132-33)	WPR 4 SWW 2	Create a <i>Room</i> in WPR/SWW group with possibly unique user permissions accessible from the <i>Corridor</i>	\$273 Silver \$217 Gold \$194 Platinum
825 826 827	User Access License (monthly) (SIN 132-32)	WPR 4 SWW 2	Enable one named user to access the services in any room in the WPR group (depending on permissions)	\$29.98 Silver \$63.16 Gold \$94.76 Platinum
828 829 830	Add/Change/Delete User (SIN 132-33)		Setup a new user, change a user name, or delete a user in a WPR group (Applies if JGA performs the requested service)	\$52 Silver \$44 Gold \$36 Platinum
803 804 805 806	Systems Services (monthly) (SIN 132-32)		Storage, backup, recovery, monitoring, etc. Applies to all service levels. (Calculated from the maximum megabytes/ gigabytes [MB/GB] of storage used during the month)	\$149.95/10MB < 50MB \$4.95/10MB 50MB-500MB 2.95/10MB 500MB-2GB 0.95/10MB >2GB



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

Secure Web Hosting Services for Collaboration (SIN 132-32 and 132-33)

Web Project Room Only Services (i.e. SWW is not available in any Room)

Item Number	Item	Version	Notes & Options	Price
800 801 802	WPR Setup (SIN 132-33)	WPR 4	Configure WPR group to specific needs, instantiate protocols, open portal. Includes one <i>Room</i>	\$1,260 Silver \$1,418 Gold \$1,418 Platinum
630 807 808	Additional Room (SIN 132-33)	WPR 4	Create a <i>Room</i> in WPR group with possibly unique user permissions accessible from the <i>Corridor</i> (not including SWW)	\$273 Silver \$194 Gold \$115 Platinum
655 773 772	User Access License (monthly) (SIN 132-32)	WPR 4	Enable one named user to access the services in any room in the WPR group (depending on permissions)	\$23.66 Silver \$47.36 Gold \$75.01 Platinum
769 770 771	Add/Change/Delete User (SIN 132-33)		Setup a new user, change a user name, or delete a user in a WPR group (Applies if JGA performs the requested service)	\$44 Silver \$36 Gold \$28 Platinum
803 804 805 806	Systems Services (monthly) (SIN 132-32)		Storage, backup, recovery, monitoring, etc. Applies to all service levels. (Calculated from the maximum megabytes/ gigabytes [MB/GB] of storage used during the month)	\$149.95/10MB < 50MB \$4.95/10MB 50MB-500MB 2.95/10MB 500MB-2GB 0.95/10MB >2GB



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

Secure Web Hosting Services for Collaboration (SIN 132-32 and 132-33)

Secure Web Window *Only* Services (i.e. not within a WPR)

Item Number	Item	Version	Notes & Options	Price
809 810 811	SWW Setup (SIN 132-33)	SWW 2	Configure SWW to specific needs, instantiate protocols, open portal.	\$786 Silver \$628 Gold \$628 Platinum
812 813 814	User Access License (monthly) (SIN 132-32)	SWW 2	Enable one named user to use SWW, including hosting meetings	\$23.66 Silver \$43.41 Gold \$71.06 Platinum
815 816 817	Add/Change/Delete User (SIN 132-33)		Setup a new user, change a user name, or delete a user (Applies if JGA performs the requested service)	\$36 Silver \$28 Gold \$20 Platinum
818	Systems Services (monthly) (SIN 132-32)		Applies to all service levels.	\$99.95



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

Secure Web Hosting Services for Collaboration (SIN 132-32 AND 132-33)

Optional and As-needed Services for WPR and SWW

Item Number	Item	Notes & Options	Price
774	WPR or SWW Main Page Customization (SIN 132-33)	Customize the main WPR page, WPR portal or SWW portal to client specifications (Above that provided in service level)	\$30/15-minutes
799	WPR Room Name / Corridor Layout (SIN 132-33)	Change the name of a Room. Reconfigure a Corridor	\$35/change Silver \$0 Gold \$0 Platinum
775	WPR Change User Permissions (SIN 132-33)	Change user permissions in WPR (Applies if more than 1 per month per user) (Applies if JGA performs the requested service)	\$30 Silver \$0 Gold \$0 Platinum
776	WPR or SWW Reset User Password (SIN 132-33)	Reset user password (Applies if more than 1 per month per user) (Applies if JGA performs the requested service)	\$15 Silver \$0 Gold \$0 Platinum
780 781	WPR Recover Deleted File (1 week) (SIN 132-33)	Restore a user-deleted file within 1 week of the event (if possible) (Applies if JGA performs the requested service)	\$30 Silver \$15 Gold \$0 Platinum
782 783	WPR Recover Deleted File (1 month) (SIN 132-33)	Restore a user-deleted file within 1 month of the event (if possible) (Applies if JGA performs the requested service)	\$60 Silver \$30 Gold \$0 Platinum
784 785	WPR Recover Deleted File (6 months) (SIN 132-33)	Restore a user-deleted within 6 months of the event (if possible) (Applies if JGA performs the requested service)	\$120 Silver \$60 Gold \$0 Platinum
786	Other General Technical Assistance (SIN 132-33)	For other general technical help (Above that provided in service level)	\$30/15-minutes



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

Server-Based Collaboration Software — Licensed for Customer Servers (SIN 132-32 and 132-33)

JGA licenses our Secure Web Window (SWW) and Web Project Room (WPR) software for installation and operation on your servers. All data management, user access, and *Room* setup is under your control, in your environment. JGA experts are available to help install the software on your servers. If you prefer, we will procure the hardware, install the software and establish the services for you. Then, we will deliver the “Turnkey” system to you, or we’ll operate it for you within our secure facilities.

JGA offers three licensing approaches, each of which has annual and perpetual licensing terms.

1. Standard license: fee is based on the number of server CPU’s hosting the software and the number of named users.
2. Site license: fee is based on the number of server CPU’s hosting the software. There is no fee for user access licenses to a server with this license.
3. Enterprise license: fee is based on the number named users with access to a server with this license. There is no fee for the associated server license.

Web Project Room including Secure Web Window

Item Number	Item	Version	Notes & Options	Price
831 832 833 834	WPR incl. SWW Server Standard Annual License (SIN 132-32)	WPR 4 SWW 2	Minimum: 10 Users	\$6,995 per CPU \$89.74 per user (up to 50 users) \$85.26 per user (up to 100 users) \$80.77 per user (up to 250 users)
835 836 837 838	WPR incl. SWW Server Standard Perpetual License (SIN 132-33)	WPR 4 SWW 2	Minimum: 10 Users Annual Subscription Updates Service: 15%	\$31,480 per CPU \$403.85 per user (up to 50 users) \$383.66 per user (up to 100 users) \$363.46 per user (up to 250 users)
839	WPR incl. SWW Server Site Annual License (SIN 132-32)	WPR 4 SWW 2	Discounts available for multiple CPUs and/or multiple servers	\$24,881 per CPU \$0 per user
840 841 842	WPR incl. SWW Server Enterprise Annual License (SIN 132-32)	WPR 4 SWW 2	Minimum: 10,000 Users	\$0 per CPU \$124.78 per user (up to 15,000 users) \$106.07 per user (up to 25,000 users) \$93.59 per user (up to 50,000 users)
632	Installation Assistance (SIN 132-32)	JGA will help you install these products at your site (including travel within continental U.S.)		\$2,252 per day



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

Server-Based Collaboration Software — Licensed for Customer Servers (SIN 132-32 and 132-33)

Web Project Room Only (not including Secure Web Window)

Item Number	Item	Version	Notes & Options	Price
843 844 845 846	WPR Server <i>Standard Annual License</i> (SIN 132-32)	WPR 4	Minimum: 10 Users	\$3,749 per CPU \$89.74 per user (up to 50 users) \$85.26 per user (up to 100 users) \$80.77 per user (up to 250 users)
847 848 849 850	WPR Server <i>Standard Perpetual License</i> (SIN 132-33)	WPR 4	Minimum: 10 Users Annual Subscription Updates Service: 15%	\$16,868 per CPU \$403.85 per user (up to 50 users) \$383.66 per user (up to 100 users) \$363.46 per user (up to 250 users)
851	WPR Server <i>Site Annual License</i> (SIN 132-32)	WPR 4	Discounts available for multiple CPUs and/or multiple servers	\$13,426 per CPU \$0 per user
852 853 854	WPR Server <i>Enterprise Annual License</i> (SIN 132-32)	WPR 4	Minimum: 10,000 Users	\$0 per CPU \$78.96 per user (up to 15,000 users) \$67.12 per user (up to 25,000 users) \$59.23 per user (up to 50,000 users)
632	Installation Assistance (SIN 132-32)		JGA will help you install these products at your site (including travel within continental U.S.)	\$2,252 per day

Client Requirements: Internet Explorer 5.5 or higher *or* Netscape 4.72 or higher.
Server Requirements: Windows NT 4.0 or higher.



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

Server-Based Collaboration Software — Licensed for Customer Servers (SIN 132-32)

Secure Web Window Only (i.e., not within a WPR)

Item Number	Item	Version	Notes & Options	Price
855 856 857 858	SWW Server <i>Standard Annual License</i> (SIN 132-32)	WPR 4	Minimum: 10 Users	\$5,494 per CPU \$89.74 per user (up to 50 users) \$85.26 per user (up to 100 users) \$80.77 per user (up to 250 users)
859 860 861 862	SWW Server <i>Standard Perpetual License</i> (SIN 132-33)	WPR 4	Minimum: 10 Users Annual Subscription Updates Service: 15%	\$24,725 per CPU \$403.85 per user (up to 50 users) \$383.66 per user (up to 100 users) \$363.46 per user (up to 250 users)
863	SWW Server <i>Site Annual License</i> (SIN 132-32)	WPR 4	Discounts available for multiple CPUs and/or multiple servers	\$19,746 per CPU \$0 per user
864 865 866	SWW Server <i>Enterprise Annual License</i> (SIN 132-32)	WPR 4	Minimum: 10,000 Users	\$99.97 per user (up to 15,000 users) \$84.98 per user (up to 25,000 users) \$74.99 per user (up to 50,000 users)
632	Installation Assistance (SIN 132-32)	JGA will help you install these products at your site (including travel within continental U.S.)		\$2,252 per day

Client Requirements: Internet Explorer 5.5 or higher *or* Netscape 4.72 or higher.

Server Requirements: Windows NT 4.0 or higher.



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

DocHawk ASP Services (SIN 132-32)

Item Number	Item	Version	Price
DHSUB-U5	DocHawk ASP Service - Annual Fee Per User	2.0	\$39.90
DHSUB-U10	DocHawk ASP Service - Annual Fee Per User (min 6 Users)	2.0	\$35.91
DHSUB-U25	DocHawk ASP Service - Annual Fee Per User (min 11 Users)	2.0	\$33.91
DHSUB-U50	DocHawk ASP Service - Annual Fee Per User (min 26 Users)	2.0	\$31.92
DHSUB-U100	DocHawk ASP Service - Annual Fee Per User (min 51 Users)	2.0	\$29.92
DHSUB-U250	DocHawk ASP Service - Annual Fee Per User (min 101 Users)	2.0	\$27.93
DHSUB-U500	DocHawk ASP Service - Annual Fee Per User (min 251 Users)	2.0	\$25.93
DHSUB-U1000	DocHawk ASP Service - Annual Fee Per User (min 501 Users)	2.0	\$23.94
DHSUB-U1500	DocHawk ASP Service - Annual Fee Per User (min 1001 Users)	2.0	\$21.94
DHSUB-U2000	DocHawk ASP Service - Annual Fee Per User (min 1501 Users)	2.0	\$19.95
DHSUB-U2500	DocHawk ASP Service - Annual Fee Per User (min 2001 Users)	2.0	\$17.95
DHSUB-U3000	DocHawk ASP Service - Annual Fee Per User (min 2501 Users)	2.0	\$15.96
DHSUB-U3500	DocHawk ASP Service - Annual Fee Per User (min 3001 Users)	2.0	\$13.96
DHSUB-U4000	DocHawk ASP Service - Annual Fee Per User (min 3501 Users)	2.0	\$11.97
DHSUB-U4001	DocHawk ASP Service - Annual Fee Per User (min 4001 Users)	2.0	\$9.97



James Gregory Associates, Inc.

Innovative Software for Decision Management & Collaboration

GSA Price List

DocHawk Software Licenses (SIN 132-33)

Item Number	Item	Version	Price
DHCAL-U5	*DocHawk Client Access License - Per User	2.0	\$39.90
DHCAL-U10	*DocHawk Client Access License - Per User (min 6 users)	2.0	\$35.91
DHCAL-U25	*DocHawk Client Access License - Per User (min 11 users)	2.0	\$33.91
DHCAL-U50	*DocHawk Client Access License - Per User (min 26 users)	2.0	\$31.92
DHCAL-U100	*DocHawk Client Access License - Per User (min 51 users)	2.0	\$29.92
DHCAL-U250	*DocHawk Client Access License - Per User (min 101 users)	2.0	\$27.93
DHCAL-U500	*DocHawk Client Access License - Per User (min 251 users)	2.0	\$25.93
DHCAL-U1000	*DocHawk Client Access License - Per User (min 501 users)	2.0	\$23.94
DHCAL-U1500	*DocHawk Client Access License - Per User (min 1001 users)	2.0	\$21.94
DHCAL-U2000	*DocHawk Client Access License - Per User (min 1501 users)	2.0	\$19.95
DHCAL-U2500	*DocHawk Client Access License - Per User (min 2001 users)	2.0	\$17.95
DHCAL-U3000	*DocHawk Client Access License - Per User (min 2501 users)	2.0	\$15.96
DHCAL-U3500	*DocHawk Client Access License - Per User (min 3001 users)	2.0	\$13.96
DHCAL-U4000	*DocHawk Client Access License - Per User (min 3501 users)	2.0	\$11.97
DHCAL-U4001	*DocHawk Client Access License - Per User (min 4001 users)	2.0	\$9.97
	* requires purchase of DHSERVER License		
DHSERVER	DocHawk Server License	2.0	\$661.63

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

In the spirit of the Federal Acquisition Streamlining Act (Agency) 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 **Government that works better and costs less.**

Signatures

_____ DATE

AGENCY

_____ DATE

CONTRACTOR

**(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 Agency):

(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 SCHEDULE/DATES

(3) The Government 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.