



Emerge Knowledge General Purpose Commercial Information Technology Software and Services (IT) Price List

U.S. General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

Emerge Knowledge provides Governments, Organizations, and Enterprises with best practice web-based solutions for delivering efficient recycling and solid waste reporting programs and measuring achievement towards sustainability goals. With a reputation for excellence, Emerge Knowledge develops and delivers software applications, and provides services, to assist clients to collect, aggregate, analyze, and report waste reduction, recycling, and solid waste information to enhance program performance and increase diversion. Incorporated in 2001, Emerge Knowledge serves clients throughout North America.

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Contract Number

GS-35F-0589V

Contract Period

July 27, 2009 – July 26, 2019

Special Item Number

132-32 Term Software Licenses
132-51 Information Technology Professional Services

Business Size

Other Than Small

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Information for Ordering Offices

(Applicable to All Special Item Numbers)

AWARDED SPECIAL ITEM NUMBERS

SIN 132-32 - TERM SOFTWARE LICENSES
FSC CLASS 7030 - Information Technology Software
Microcomputers
Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

See SIN 132-32 Term Software License above as all maintenance of software as a product is included with purchase of annual subscription. 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 is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as on-line help libraries and FAQs (Frequently Asked Questions), 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, and/or integration of a software application; these examples are considered software maintenance as a service.

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

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. The catalogs/pricelists, GSA Advantage!™, and the Federal Acquisition Service Home Page 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.

ORDERING INFORMATION

Geographic Scope of Contract

Geographic scope of contract includes 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico. The Geographic Scope of Contract will be domestic delivery only.

Contractor's Ordering Address and Payment Information

Ordering & Payment Address (check/U.S. Mail):

EMERGE KNOWLEDGE DESIGN INC.
401-250 MCDERMOT AVENUE
WINNIPEG, MANITOBA
CANADA, R3B 0S5

Government Business Point of Contact:
Rick Penner, President

Contract Administration Point of Contact:
Jennifer Peters, Operations Manager

1-888-600-3907 Toll-free phone
1-888-500-3035 Toll-free fax

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance: 1-888-600-3907 (toll-free).

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.

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: 20-226-6305

Block 30: Type of Contractor: L Foreign Contractor

Block 31: Woman-Owned Small Business: No

Block 36: Contractor's Taxpayer Identification Number (EIN): 98-0442433

4a. NCAGE Code: L8237

4b. Contractor has registered with the System for Award Management (formerly Central Contractor Registration Database).

FOB Destination - Not applicable.

Delivery ScheduleTime of Delivery

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

SIN 132-32 Term Software Licenses: 30 days

SIN 132-51 Information Technology Professional Services: As negotiated between the Ordering Agency and Emerge Knowledge Design Inc.

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 Federal 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.

Discounts

Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

Quantity: None.

Dollar Volume: Orders of \$1 million or greater will receive a 10% discount.

Government Educational Institutions are offered the same discounts as all other Government customers.

Other: None

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.

Statement Concerning Availability of Export Packing

Available outside the scope of this contract.

Small Requirements

The minimum dollar value of orders to be issued is \$100.

Maximum Order

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

SIN 132-32 - Term Software Licenses: \$500,000 per order.

SIN 132-51 - Information Technology (IT) Professional Services: \$1,000,000 per order.

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.

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.

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.

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.

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 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 of key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by 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 at time and a half of the labor rate).

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).

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! at www.gsaadvantage.gov/advantage/main/home.do

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 labelled on the order as items not on the Federal Supply Schedule;

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

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.

Overseas Activities

Outside of the scope of this contract.

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).

Contractor Team Arrangements

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

Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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-Beacon Act. The proper Davis-Beacon wage determination will be issued by the ordering activity at the time of request for quotations is made under construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

Section 508 Compliance

The EIT standard can be found at:
www.Section508.gov.

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.

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 insurance, and shall make copies available to the Contracting Officer upon request.

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>.

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 for SIN 132-32

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-888-600-3907 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30 AM to 5:00 PM Central Time, Monday through Friday, excluding holidays.

4. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

1. Software Maintenance as a Product

All maintenance of software is included with purchase of an annual subscription. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in

the commercial marketplace. No charge support includes items such as on-line help libraries and FAQs (Frequently Asked Questions), 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, and/or integration of a software application; these examples are considered software maintenance as a service.

5. PERIODS OF TERM LICENSES (132-32)

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not applicable. Web-services under SIN 132-32 are not offered on a perpetual license basis.

7. TERM LICENSE CESSATION

No applicable. Web-services under SIN 132-32 are not offered on a perpetual license basis.

8. UTILIZATION LIMITATIONS (132-32)

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

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

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

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

(3) Except as is provided in paragraph 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, or 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 - (132-32)

Not applicable. Web-services under SIN 132-32 are not offered on a perpetual license basis.

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

For SIN 132-32 this is not offered.

TERMS AND CONDITIONS for SIN 132-51

Applicable to IT Professional Services for General Purpose Commercial IT Software

1. SCOPE

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

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- 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 cancelled 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 cancelled 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 cancelled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on 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 which may require restrictions are provided at FAR 9.508).

11. INVOICES

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

12. PAYMENTS

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



SIN 132-32 PRICE LIST

TERM SOFTWARE LICENSES

Re-TRAC Connect™ Leader Account

Re-TRAC Connect™ is a web-based software application for sustainability reporting. State government agencies and local governments with sophisticated data management requirements will gain premium functionality with a Re-TRAC Connect Leader account including:

- Custom survey capability to collect data from your reporting entities.
- Large-scale data aggregation from reporting entities including local governments, facilities, haulers, and others.
- Advanced Analytics with program performance reports and a range of report filter and presentation options, for internal operations and community stakeholders.
- Ability to contribute content to the Knowledge Center.
- Robust program & survey administration features including a notification system and report verification.
- Ability to accommodate multiple users at one time.
- Tailored training and user support.

With a Re-TRAC Connect Leader account, Program Managers and Directors now have a comprehensive system that provides the ability to efficiently deliver, manage, and measure programs with unprecedented speed, ease, and reliability to ensure good decision-making and the long term success of waste management and diversion programs.

Pricing

First Year Set up and Subscription Fee includes set-up (configuration), training (up to 3 remote sessions), hosting, maintenance, daily data back-up on-site and off-site, automatic updates of minor software releases as available during the contract, and email/phone customer support.

Subscription Renewal Fee includes training (up to 2 remote sessions), hosting, maintenance, data security including daily data back-up on-site and off-site, automatic updates of minor software releases as available during the contract, and email/phone customer support.

Customer (State agencies)	Maximum # of User Accounts	First Year Set up & Subscription Fee GSA Rate	Subscription Renewal Fee (Annual) GSA Rate	Quantity / Volume	FOB Terms
1. California	Unlimited	\$ 44,523	\$ 32,073	Size of population	n/a
2. Texas	Unlimited	\$ 44,523	\$ 32,073	Size of population	n/a
3. New York	Unlimited	\$ 44,523	\$ 32,073	Size of population	n/a
4. Florida	Unlimited	\$ 44,523	\$ 32,073	Size of population	n/a
5. Illinois	Unlimited	\$ 44,523	\$ 32,073	Size of population	n/a
6. Pennsylvania	Unlimited	\$ 44,523	\$ 32,073	Size of population	n/a
7. Ohio	Unlimited	\$ 42,919	\$ 30,944	Size of population	n/a
8. Michigan	Unlimited	\$ 39,004	\$ 28,121	Size of population	n/a
9. Georgia	Unlimited	\$ 38,165	\$ 27,516	Size of population	n/a
10. North Carolina	Unlimited	\$ 36,942	\$ 26,634	Size of population	n/a
11. New Jersey	Unlimited	\$ 35,516	\$ 25,606	Size of population	n/a
12. Virginia	Unlimited	\$ 33,103	\$ 23,867	Size of population	n/a
13. Washington	Unlimited	\$ 29,882	\$ 21,544	Size of population	n/a
14. Arizona	Unlimited	\$ 29,752	\$ 21,451	Size of population	n/a
15. Massachusetts	Unlimited	\$ 29,746	\$ 21,447	Size of population	n/a
16. Indiana	Unlimited	\$ 29,426	\$ 21,216	Size of population	n/a



17. Tennessee	Unlimited	\$ 28,999	\$ 20,908	Size of population	n/a
18. Missouri	Unlimited	\$ 28,198	\$ 20,330	Size of population	n/a
19. Maryland	Unlimited	\$ 27,464	\$ 19,801	Size of population	n/a
20. Wisconsin	Unlimited	\$ 27,449	\$ 19,790	Size of population	n/a
21. Minnesota	Unlimited	\$ 26,372	\$ 19,014	Size of population	n/a
22. Colorado	Unlimited	\$ 25,631	\$ 18,479	Size of population	n/a
23. Alabama	Unlimited	\$ 24,898	\$ 17,951	Size of population	n/a
24. South Carolina	Unlimited	\$ 24,417	\$ 17,604	Size of population	n/a
25. Louisiana	Unlimited	\$ 24,234	\$ 17,472	Size of population	n/a
26. Kentucky	Unlimited	\$ 23,861	\$ 17,203	Size of population	n/a
27. Puerto Rico	Unlimited	\$ 23,028	\$ 16,603	Size of population	n/a
28. Oregon	Unlimited	\$ 22,595	\$ 16,291	Size of population	n/a
29. Oklahoma	Unlimited	\$ 22,205	\$ 16,009	Size of population	n/a
30. Connecticut	Unlimited	\$ 21,832	\$ 15,741	Size of population	n/a
31. Iowa	Unlimited	\$ 20,515	\$ 14,791	Size of population	n/a
32. Mississippi	Unlimited	\$ 20,346	\$ 14,669	Size of population	n/a
33. Arkansas	Unlimited	\$ 20,127	\$ 14,511	Size of population	n/a
34. Kansas	Unlimited	\$ 19,986	\$ 14,409	Size of population	n/a
35. Utah	Unlimited	\$ 19,812	\$ 14,284	Size of population	n/a
36. Nevada	Unlimited	\$ 19,453	\$ 14,025	Size of population	n/a
37. New Mexico	Unlimited	\$ 17,826	\$ 12,852	Size of population	n/a
38. West Virginia	Unlimited	\$ 17,378	\$ 12,529	Size of population	n/a
39. Nebraska	Unlimited	\$ 17,296	\$ 12,470	Size of population	n/a
40. Idaho	Unlimited	\$ 16,610	\$ 11,975	Size of population	n/a
41. Maine	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
42. New Hampshire	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
43. Hawaii	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
44. Rhode Island	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
45. Montana	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
46. Delaware	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
47. South Dakota	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
48. Alaska	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
49. North Dakota	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
50. Vermont	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
51. District of Columbia	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a
52. Wyoming	Unlimited	\$ 13,950	\$ 10,048	Size of population	n/a

Pricing includes Industrial Funding Fee.



Re-TRAC Connect™ Achiever Account

Regional (multi-state) government agencies and other organizations will gain premium functionality with a Re-TRAC Connect Achiever account including:

- Ability to view aggregated tonnage data (regional view) from the states within the specified region which agree to share data with other states.
- Ability to access and view detailed information about local government waste management programs in your region.
- Ability to compare and contrast information and generate useful and easy-to-read data reports, charts, and graphs.
- Ability to contribute suggested additions or edits to the data fields and sources of information being collected in Re-TRAC Connect.
- Ability to accommodate multiple users at one time.
- Ability to download data into Microsoft Excel 2003 or later.
- Secure, password-protected system that allows regional offices to assign passwords and determine administrative user levels such as data entry or read-only rights.
- Tailored training and user support.

Pricing

The Subscription Service Fee (Annual) includes configuration, training (up to 2 remote sessions), data hosting, maintenance, data security including daily data back-up on-site and off-site, automatic updates of minor software releases as available during the contract, and limited email/phone customer support.

Customer Regional (multi-state) Government Agencies	Maximum # of User Accounts	Subscription Service Fee (Annual) GSA Rate	Quantity/Volume	FOB Term
Region 1	Unlimited	\$ 12,847	Size of population	n/a
Region 2	Unlimited	\$ 16,458	Size of population	n/a
Region 3	Unlimited	\$ 15,832	Size of population	n/a
Region 4	Unlimited	\$ 23,661	Size of population	n/a
Region 5	Unlimited	\$ 20,361	Size of population	n/a
Region 6	Unlimited	\$ 17,461	Size of population	n/a
Region 7	Unlimited	\$ 12,684	Size of population	n/a
Region 8	Unlimited	\$ 12,105	Size of population	n/a
Region 9	Unlimited	\$ 19,523	Size of population	n/a
Region 10	Unlimited	\$ 12,493	Size of population	n/a

Pricing includes Industrial Funding Fee.



Re-TRAC Connect™ Champion Account

Government agencies, organizations, and enterprises delivering national scope programs will gain premium functionality with a Re-TRAC Connect Champion account.

- Configured surveys, designed for client specific data collection needs, enable tailored data collection.
- Large scale data aggregation from reporting entities in a national jurisdiction.
- Ability to compare and contrast information and generate useful and easy-to-read data reports, charts, and graphs.
- Ability to accommodate multiple users at one time.
- Ability to download data into Microsoft Excel 2003 or later.
- Secure, password-protected system that allows program managers to assign user roles such as data entry or read-only rights.
- Daily data back-up on site and off site and automatic updates of minor software releases as available during the contract.
- Tailored training and user support.

Pricing

Large is for programs that involve a high level of technical complexity and/or a large number of reporting entities and/or a large number of program managers.

Intermediate is for programs that involve a medium level of technical complexity, and/or a medium number of reporting entities and/or a medium number of program managers.

Small is for programs that involve a low level of technical complexity and/or a small number of reporting entities and/or a small number of program managers.

Customer Government agencies, organizations, enterprises	Maximum # of User Accounts	First Year Set up and Subscription Service Fee (Annual) GSA Rate	Subscription Renewal Fee (Annual) GSA Rate	Quantity/Volume	FOB Term
Large	Unlimited	\$ 71,763	\$ 37,382	Size of population	n/a
Intermediate	Unlimited	\$ 46,660	\$ 28,978	Size of population	n/a
Small	Unlimited	\$ 29,426	\$ 21,216	Size of population	n/a

Pricing includes Industrial Funding Fee.

Re-TRAC Connect™ Additional Program Fee

The fee for each additional program added to Leader and Champion Accounts is as follows:

Maximum # of User Accounts	Subscription Service Fee (Annual) GSA Rate	Quantity/Volume	FOB Term
Unlimited	\$ 5,010	Size of population	n/a

Pricing includes Industrial Funding Fee.

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IT Professional Services	GSA Hourly Rate
<i>Solutions Management Services</i>	
Solutions Manager	\$ 124.43
Senior Solutions Manager	\$ 162.71
<i>Systems Analysis and Design Services</i>	
Systems Analyst	\$ 86.14
Senior Systems Analyst	\$ 114.86
Principal Systems Analyst	\$ 162.71
<i>Programming and Maintenance Services</i>	
Junior Computer Programmer	\$ 67.00
Computer Programmer	\$ 86.14
Senior Computer Programmer	\$ 105.28
Quality Assurance Analyst	\$ 86.14
Technical Support Representative	\$ 86.14
<i>Web Design Services</i>	
Web Designer	\$ 105.28
<i>Administrative Support</i>	
Administrative Support	\$ 47.86

Pricing includes the Industrial Funding Fee.

LABOR CATEGORY DESCRIPTIONS

SOLUTIONS MANAGEMENT SERVICES

Solutions Manager

Minimum/General Experience: 5 years of general project/account management experience, including 2 years of general computer industry experience.

Functional Responsibility: Plans, manages and coordinates the implementation of small to medium projects (supports Senior Project Manager on large projects) through all phases of the project life cycle. Works with clients to analyze requirements and develops specifications for corresponding application systems. Develops project plans, identifying required resources, contingencies, and milestones to be met. Communicates project plan and coordinates work effort with all parties, including dependencies through the configuration, testing, installation, and evaluation of the application system. Monitors and controls performance to ensure conformance with agreed work requirements, quality, budget, and time objectives. Clarifies and resolves issues according to established policies and procedures, to ensure client satisfaction. Provides training and client services related to the daily use of system applications.

Minimum Education: Bachelor's Degree or college Diploma. A year of college education is the equivalent of two years relevant work experience.

Senior Solutions Manager

Minimum/General Experience: 8 years of general project/account management experience, including 10 years of general computer industry experience. Functional Responsibility: Plans, manages and coordinates the implementation of projects involving complex system applications, and supervises implementation of small to medium projects through all phases of the project life cycle. Works with clients to analyze requirements and develops specifications for corresponding application systems. Develops project plans, identifying required resources, contingencies, and milestones to be met. Communicates project plan and coordinates work effort with all parties, including dependencies through the configuration, testing, installation, and evaluation of the application system. Monitors and controls performance to ensure conformance with agreed work requirements, quality, budget, and time objectives. Clarifies and resolves issues according to established policies and procedures, to ensure client satisfaction. Provides training and client services related to the daily use of system applications. Contributes to development of system application roadmap and resolution of technical incidents.

Minimum Education: Bachelor's Degree. A year of college education is the equivalent of two years relevant work experience.

SYSTEMS ANALYSIS AND DESIGN SERVICES

Systems Analyst

Minimum/General Experience: 6 years of general computer industry experience including a minimum of 3 years of experience in the specialized area of expertise.

Functional Responsibility: Develops and modifies complex systems and develops subsystems to enhance the overall operational system. Exercises analytical techniques when gathering information from users, defining work problems, designing a system of computer programs and developing procedures to resolve the problems. Develops complete specifications to enable computer programmers to prepare required programs. Analyzes methods of approach. Reviews task proposal requirements, gathers information, analyzes data, prepares project synopses, compares alternatives, prepares specifications for programs, resolves processing problems, coordinates work with programmers and orients users to new system.

Minimum Education: Bachelor's Degree in Computer Science. A year of college education is the equivalent of two years relevant work experience.

Senior Systems Analyst

Minimum/General Experience: 9 years of general computer industry experience including a minimum of 6 years of experience in the specialized area of expertise.

Functional Responsibility: Develops and modifies complex systems and develops subsystems to enhance the overall operational system. Exercises analytical techniques when gathering information from users, defining work problems, designing a system of computer programs and developing procedures to resolve the problems. Develops complete specifications to enable computer programmers to prepare required programs. Analyzes methods of approach. Reviews task proposal requirements, gathers information, analyzes data, prepares project synopses, compares alternatives, prepares specifications for programs, resolves processing problems, coordinates work with programmers and orients users to new system.

Minimum Education: Bachelor's Degree in Computer Science. A year of college education is the equivalent of two years of relevant work experience.

Principal Systems Analyst

Minimum/General Experience: 15 years of general computer industry experience including a minimum of 12 years of experience in the specialized area of expertise.

Functional Responsibility: Develops and modifies complex systems and develops subsystems to enhance the overall operational system. Exercises analytical techniques when gathering information from users, defining work problems, designing a system of computer programs and developing procedures to resolve the problems. Develops complete specifications to enable computer programmers to prepare



required programs. Analyzes methods of approach. Reviews task proposal requirements, gathers information, analyzes data, prepares project synopses, compares alternatives, prepares specifications for programs, resolves processing problems, coordinates work with programmers and orients users to new system.

Minimum Education: Bachelor's Degree in Computer Science. A year of college education is the equivalent of two years of relevant work experience.

PROGRAMMING and MAINTENANCE SERVICES

Junior Computer Programmer

Minimum/General Experience: 1 year of general computer industry experience.

Functional Responsibility: Develops and modifies software programs. Develops logic and codes, tests, modifies and debugs software packages to suit the operating environment. Assists in the design, coding, testing, and implementation of software products and applications. Installs and maintains software applications. Analyzes and fixes problems associated with the software applications.

Minimum Education: Bachelor's Degree in Computer Science or College Diploma in Information Technology. A year of college education is the equivalent of two years of relevant work experience.

Computer Programmer

Minimum/General Experience: 3 years of general computer programming experience including 2 years of specialized experience.

Functional Responsibility: Develops and modifies software programs. Develops logic and codes, tests, modifies and debugs software packages to suit the operating environment. Assists in the design, coding, testing, and implementation of software products and applications. Installs and maintains software applications. Analyzes and fixes problems associated with the software applications and provides technical support to users.

Minimum Education: Bachelor's Degree in Computer Science or College Diploma Information Technology. A year of college education is the equivalent of two years of relevant work experience.

Senior Computer Programmer

Minimum/General Experience: 6 years of general computer programming experience including 10 years of specialized experience.

Functional Responsibility: Develops and modifies software programs. Develops logic and codes, tests, modifies and debugs software packages to suit the operating environment. Assists in the design, coding, testing, and implementation of software products and applications. Installs and maintains software products on the computer system. Analyzes and fixes problems associated with the software packages and

forwards them to the appropriate vendor for the problem resolution.

Minimum Education: Bachelor's Degree in Computer Science. A year of college education is the equivalent of two years of relevant work experience.

Quality Assurance Analyst

Minimum/General Experience: 2 years of general computer industry experience.

Functional Responsibility Description: Interacts with programmers and client service representatives to identify quality assurance testing needs. Troubleshoots software issues and provides detailed bug reports to the development team. Creates, manages, and executes end-to-end test plans to ensure that quality assurance standards are achieved and that the software works as expected. Software is tested in terms of functionality, performance, reliability, and stability.

Minimum Education: Bachelor's Degree. A year of college education is the equivalent of two years relevant work experience.

Technical Support Representative

Minimum/General Experience: 2 years of general computer industry experience.

Functional Responsibility Description: Provides technical support to end users by receiving, recording, prioritizing, documenting and actively resolving end user help requests through to final resolution. Support is provided by clearly communicating technical solutions in a user-friendly, professional manner via telephone or email.

Minimum Education: Bachelor's Degree. A year of college education is the equivalent of two years relevant work experience.

WEB DESIGN

Web Designer

Minimum/General Experience: 3 years of general web design experience including 2 years of specialized experience.

Functional Responsibility: Designs and constructs website and software architecture design and web pages/sites including incorporating graphic user interface (GUI) features and other techniques. Approves the design, layout, and flow of websites and software. Maintains and provides ongoing design of the web pages. Familiar with standard concepts, practices, and procedures within a particular field. A certain degree of creativity and latitude is required. Performs a variety of tasks. Provides leadership on organization's creative direction and emerging internet industry and organizational standards. Works under general supervision; typically reports to a manager.

Minimum Education: Bachelor's Degree or Diploma in a Creative Arts program (such as Digital Media Design, Web



Design, Graphic Arts, Creative Communications with Web Design speciality).

ADMINISTRATIVE SUPPORT

Administrative Support

Minimum/General Experience: 2 years of business experience operating office equipment, answering telephones, and performing clerical general office duties.

Functional Responsibility: Perform clerical duties of a general nature according to established procedures such as key in, edit, proofread and finalize correspondence, reports, statements, invoices, forms, presentations and other documents. Assemble data and photocopy and collate documents for distribution, mailing and filing. Bookkeeping tasks such as preparing invoices and bank deposits.

Minimum Education: Bachelor's Degree or completion of college business or commercial course.



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Emerge Knowledge Design Inc. 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 Emerge Knowledge Design Inc.

CONTRACTOR TEAM ARRANGEMENTS

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

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

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

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

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

Here is a general outline on how it works:

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



BEST VALUE BLANKET PURCHASE AGREEMENT (BPA)

Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (insert name of ordering agency) and Emerge Knowledge Design Inc. 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 Agency Date
Representative

Emerge Knowledge Design Inc. Date
Representative



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.