

Authorized Information Technology Schedule Pricelist General Purpose Commercial Information Technology Equipment, Software, and Services

SIN 132-32 – Term Software Licenses

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Microcomputers
Application Software
Utility Software
Communications Software

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

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 D311 IT Data Conversion Services
FPDS Code D316 IT Network Management Services
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified



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San Diego, California 92103
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www.CapturaGroup.com

Contract Number: GS-35F-0706V

Period Covered by Contract: September 15, 2009 – September 14, 2014

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification #PO-0006 dated 6-5-2013.

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 Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information

All orders and payments should be addressed to:

Captura Group, Inc.
3714 4th Avenue
San Diego, California 92103

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

619-681-1858 voice
619-681-1859 fax

3. Liability for Injury or Damage

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract
 Block 16: Data Universal Numbering System (DUNS) Number: 55-696-1113
 Block 30: Type of Contractor: B. Other Small Business
 Block 31: Woman-Owned Small Business - Yes
 Block 37: Contractor's Taxpayer Identification Number (TIN): 20-2083614
 Block 40: Veteran Owned Small Business (VOSB): N/A

4a. CAGE Code: 5CY64

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

5. FOB Destination

6. Delivery Schedule

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	30 Days
132-51	As agreed between the Agency and Captura Group on each Purchase Order.

****NOTE:** The Time of Delivery stated should be identical to that shown in Blocks 19 and 20, Standard Form (1449). If Expedited Delivery and/or Overnight and 2-Day Delivery are offered under Clause F-FSS-202-G, provide information in this section of the pricelist. ******

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

- c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.
- ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

- iii. For SIN 132-54 and SIN 132-55, **EXTENDED SERVICE DELIVERY TIMES**: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. Discounts

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions — offered the same discounts as all other Government customers
- e. Other Special Discounts: None

8. Trade Agreements Act of 1979, as amended

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

9. Statement Concerning Availability of Export Packing

Not Applicable

10. Small Requirements

The minimum dollar of orders to be issued is \$15.00.

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

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-32 - Term Software Licenses
 - Special Item Number 132-51 - Information Technology Professional Services

12. Ordering Procedures for Federal Supply Schedule Contracts

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

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

13. Federal Information Technology/Telecommunication Standards Requirements

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

13.1 Federal Information Processing Standards Publications (FIPS PUBS)

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

13.2 Federal Telecommunication Standards (FED-STDS)

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

14. Contractor Tasks /Special Requirements (C-FSS-370) (NOV 2003)

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

- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. Contract Administration for Ordering Activities

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

16. GSA Advantage!

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

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

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

17. Purchase of Open Market Items

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. Contractor Commitments, Warranties and Representations

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

19. Overseas Activities

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

None

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

20. Blanket Purchase Agreements (BPAs)

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

21. Contractor Team Arrangements

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

22. Installation, Deinstallation, Reinstallation

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

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

23. Section 508 Compliance

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL):

www.CapturaGroup.com

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

24. Prime Contractor Ordering from Federal Supply Schedules

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

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

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

25. Insurance – Work on a Government Installation (JAN 1997)(FAR 52.228-5)

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

- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. Software Interoperability

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

27. Advance Payments

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

TERMS AND CONDITIONS APPLICABLE TO
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32) OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its 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. Enterprise User License Agreements Requirements (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. 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.

Contractor does not warrant that (a) the Service will meet your specific requirements, (b) the Service will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Service will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (e) any errors in the Service will be corrected.

- 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.

4. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 619-681-1856 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 5p.m. Eastern Standard Time (EST).

5. Software Maintenance

- a. Software maintenance as it is defined:

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

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 user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

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

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

6. *Periods of Term Licenses (SIN 132 32)*

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term licenses 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, the period of the Term licenses 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 orders citing the new appropriation shall be required, if the Term licenses 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 license is to be terminated at that time. Orders for the continuation of Term licenses will be required if the Term licenses is to be continued during the subsequent period.

9. *Utilization Limitations (SIN 132 32)*

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties

do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

11. *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.

12. *Right to Copy Pricing*

The Contractor shall insert the discounted pricing for right to copy licenses.

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

***NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. Scope

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

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

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

3. Order

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

4. Performance of Services

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

5. Stop Work Order (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. Inspection of Services

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) Rights in Data – General, may apply.

8. Responsibilities of the Ordering Activity

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

9. Independent Contractor

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

10. Organizational Conflicts of Interest

a. Definitions.

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

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

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

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

11. Invoices

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

12. Payments

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements – Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

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

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

13. Resumes

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

14. Incidental Support Costs

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

15. Approval of Subcontracts

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

16. Description of IT Professional Service and Pricing

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided. (See Offerings and Price Sheet section at the end of this document)
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

Preamble

Captura Group, 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:

Mr. Lee Vann
619-681-1858 voice
619-681-1859 fax
lee@CapturaGroup.com email

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

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

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

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

Signatures

_____	_____	_____	_____
Ordering Activity	Date	Contractor	Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

- (4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;

- (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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

Captura Group Offerings and Price Lists

CAPTURA GROUP GSA LABOR POSITION DESCRIPTIONS

Bilingual Web Content Specialist

Functional Responsibility:

Expertise in the areas of English and/or Spanish web content development including taxonomy development and writing optimized content for the web. Experience creating and updating web content via Content Management Systems and familiar with “plain language” principles of web content development and search engine optimization. Familiar with research tools to determine content structure and evaluate content effectiveness such as language testing and card sorting. Working knowledge of best practices in web development and online metrics evaluation to assess effectiveness and popularity of content.

Minimum Education/Experience:

4 years’ experience developing English and/or Spanish content, with emphasis on content for the web. Native fluency in Spanish is required if working on Spanish website content.

Bachelors degree from 4 year College or University.

Bilingual Web Communications Specialist

Functional Responsibility:

Responsible for overall website communications including content and outreach. Well-versed in creating compelling website content in Spanish and/or English for General market and/or US Hispanic audience, including articles, headlines and links as well as writing of other website communications such as press releases, RSS feeds and email communications. Understands best practices of writing for the web, search engine optimization and is able to tailor content to the needs of the audience. Able to create content across different subject matters. Able to support the execution website outreach programs such as media and public relations, social media, email marketing, and online marketing.

Minimum Education/Experience:

2 years’ experience developing Spanish and/or English content or 2 years’ experience in a marketing communications or outreach support position. Native fluency in Spanish is Required if working on Spanish website content.

Bachelors degree from 4 year College or University.

Online Outreach and Marketing Director

Functional Responsibility:

Knowledge of online marketing and advertising principles including search engine marketing (search engine optimization and pay per click advertising), online advertising including creative development, ad serving, trafficking and optimization, email marketing, content syndication and social media marketing. Familiarity with Web 2.0 technologies such as user generated content, blogs, RSS, and podcasts. Understanding of marketing measurement and metrics tactics.

Minimum Education/Experience:

5 years experience developing and executing online marketing programs.

Bachelors degree from 4 year College or University.

Program/Project Manager

Functional Responsibility:

Responsible for the day-to-day delivery of services and provides overall project leadership including internal activities such as task and resource management and external activities such as stakeholder and contract management. Collaborates with project sponsors to define project requirements and determine objectives and propose appropriate solutions. Manages cross-functional teams to ensure deliverables are on-strategy, on-time, and on-budget. Responsible for time, scope, financial, and quality expectations being met.

Minimum Education/Experience:

7 years managing projects of similar scope and size.

Bachelors degree from 4 year College or University.

Research Director

Functional Responsibility:

Leads all research and investigative tasks, including project analysis and internal discovery, user research including survey development, user interviews, focus groups, and usability testing. Provides overall management of research program including definition of research objectives, development of research plan, implementation of research methodology and data analysis. Strong cultural and linguistic understanding across various ethnic segments including the US Hispanic market.

Minimum Education/Experience:

5 years conducting primary and secondary, qualitative and quantitative research assessments, with experience conducting research in Spanish with Hispanics (when applicable). Experience with usability testing methods, including heuristic evaluations, quantitative performance testing, and card sorting. English and Spanish fluency is preferred (when applicable).

Bachelors degree from 4 year College or University.

Strategy Consultant

Functional Responsibility:

Responsible for overall strategic direction of online program in the areas of project analysis, user research, user experience planning and client partner education, online marketing and outreach and web analytics. Key responsibilities include data analysis, metrics and baseline development, strategic roadmap creation and presentation of conclusions and recommendations. Works closely with cross-functional teams to provide best practices expertise in the development, management and marketing of online solutions. Possesses a strong background in Hispanic online program development and management if providing consulting expertise for Hispanic online projects.

Minimum Education/Experience:

5 years experience developing and executing online programs, with specific Hispanic expertise when applicable.

Bachelors degree from 4 year College or University.

Technology Director

Functional Responsibility:

Responsible for planning, directing, managing, and implementing all technical aspects for client projects. Experience gathering business requirements and recommending and implementing

appropriate web technology solution. Leads development of technology recommendations, requirements and sourcing for requisite technology including platforms, infrastructure, hardware, software, vendors and other technical resources. Oversees technical production including domain name management, hardware setup, software licensing, coding including custom software development and quality assurance. Possesses comprehensive understanding of web technology including software and hardware.

Minimum Education/Experience:

5 years experience implementing web based technology projects.

Bachelors degree from 4 year College or University.

Translator

Functional Responsibility:

Develops culturally relevant and linguistically accurate Spanish content through content translation. Responsible for the accuracy and relevance of all copy. Works with translation memory or globalization management systems to ensure consistency of content. Provides expertise in the areas of translation process workflows for effective translation and localization management.

Minimum Education/Experience:

2 years experience working as a professional translator. Native fluency in Spanish is required.

Associates or Bachelors degree from accredited institution.

Usability Analyst

Functional Responsibility:

Provides overall support for the execution of a website usability study including usability testing, card sorting, and heuristic evaluations. Designs testing and evaluation plan, leads participant recruitment efforts, executes testing and guides the findings and recommendations. Posses understanding of website metrics and can analyze data as it relates to website usability functions. Able to interpret usability testing findings and translate them into actionable website recommendations.

Minimum Education/Experience:

3 years conducting usability studies and familiarity with all usability testing methods and user-centered design principles. Understanding of Hispanic in-language and in-culture best practices and Spanish fluency if conducting usability testing with Hispanic target audience.

Bachelors degree from 4 year College or University.

Web Creative Director

Functional Responsibility:

Creative visionary responsible for overall website brand identity including visual design and information structure. Creates visual design strategy for website and other online elements including blogs and other social media outlets, online advertisements, email communications etc.... Responsible for overall design integration and leads the design and development of creative deliverables to ensure that client objectives are being met and user needs are being addressed. Solicits client feedback and manages the design changes and approval process.

Minimum Education/Experience:

5 years experience in professional web design/development with at least 2 years experience leading projects of similar scope.

Associates or Bachelors degree from accredited institution including but not limited to art/design school.

Web Designer

Functional Responsibility:

Front-end web design specialist responsible for gathering and evaluating stakeholder requirements for graphic design and web development tasks, creating and implementing design concepts, graphics production, and user interface designs for English and Spanish websites. Develop and implement 508-compliant web pages for English and Spanish websites using HTML, CSS, and client's CMS application, verify browser compatibility and follow industry-standard quality assurance practices and user-centered design principles.

Minimum Education/Experience:

3 years experience in professional web design/development.

Associates or Bachelors degree from accredited institution including but not limited to art/design school.

CAPTURA GROUP GSA PRICES

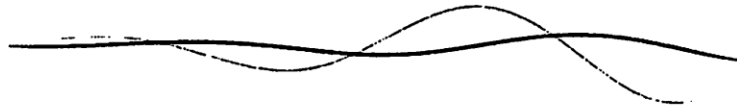
Position Title	GSA Price
Bilingual Communications Specialist	\$88.80
Bilingual Web Content Specialist	\$99.34
Online Outreach and Marketing Director	\$124.12
Project/Program Manager	\$149.86
Research Director	\$124.12
Strategy Consultant	\$149.86
Technology Director	\$132.73
Translator	\$88.80
Usability Analyst	\$124.17
Web Creative Director	\$132.73
Web Designer	\$124.17

All prices are per hour at client site.

CAPTURA GROUP SOFTWARE DESCRIPTION

Manage and Measure Your Social Media Outreach.

Measured Voice is the tool for professional social media communication teams.
Distraction-free environment. Scheduled Facebook and Twitter posts. Metrics that matter.



Measured Voice lets you:

- FOCUS** on what matters in social media: your voice.
→ Why your voice is the most important part of your brand.
- COLLABORATE** with your team to write great messages.
→ Social media is for everyone.
- SCHEDULE** social media messages in advance.
→ Don't should used Measured Voice for disaster response around the clock.
- OPTIMIZE** your messaging with useful analytics.
→ The 3 social media metrics that matter.
- DEVELOP** a strong voice with guidelines.
→ Guidelines: the best way to build your social media brand.
- CREATE** workflow for a professional social media team.
→ It's time to develop mission-driven social media operations.

From our blog

- Millions of Citizen Experiences**
Our reflections on the Code for American Summit and the importance on focusing on "citizen experience"....
[Read more >](#)
- Hard Writing Makes Easy Reading**
Even if you're a master of plain-language writing in print or on websites, here are a few guidelines for using plain language in social media....
[Read more >](#)

Write

Measured Voice is designed to help you and your team write great social media messages. We provide a distraction-free environment for you to focus on the most important part of your social media brand: your voice.



Ideas

Every great social media message starts out as an idea. The Measured Voice Ideas Pipeline lets you quickly gather ideas from your team and craft them into great messages.

People

Every Measured Voice account lets you collaborate with your team. Work with your colleagues to gather ideas and write messages without sharing account passwords.

Guidelines

A short set of guidelines is a near perfect tool to develop and manage your brand voice. We let you create guidelines to keep your messages on brand and on voice.

Workflow

Editor and contributor roles help you keep your messages on voice. Our workflow lets contributors write messages and editors review and approve them before they go out.

Images

Coming soon: Images are a key part of any social media content strategy. Every Measured Voice account lets you upload and schedule image posts to Facebook and Twitter.

Schedule

We believe in strategic communication, so we let you schedule your messages to go out in the future. If you know what you need to say and when you need to say it, you shouldn't have to set an alarm to remind you – Measured Voice will post your messages when you need them to go out.

With Measured Voice, your social media presence can thrive while you focus on other tasks.



Measure

We count what matters. For each message you send, we count how many people it reached, how much it was shared, and how many people liked it. This message-focused approach to metrics helps you optimize your messaging to reach the most people and have the greatest impact.

Dashboards throughout Measured Voice show you how you're doing at a glance, but you can drill down and see how each message performed, compare messages to one another, and even export your metrics.



**Captura Group
GSA Schedule Pricing**

SIN #	MFR Part #	Product Name	Product Description	GSA Price (with IFF)	
				Monthly	Annually
132-32	MV-Duo	Duo	Measured Voice social media management software - Maximum of 2 users and 2 connected social media accounts.	\$14.96	\$164.58
132-32	MV-Trio	Trio	Measured Voice social media management software - Unlimited users and maximum of 3 connected social media accounts.	\$74.74	\$822.09
132-32	MV-Quartet	Quartet	Measured Voice social media management software - Unlimited users and maximum of 4 connected social media accounts.	\$149.17	\$1,640.86
132-32	MV-Pro5	Pro 5	Measured Voice social media management software - Unlimited users and maximum of 5 connected social media accounts.	\$248.11	\$2,729.22
132-32	MV-Pro10	Pro 10	Measured Voice social media management software - Unlimited users and maximum of 10 connected social media accounts.	\$444.33	\$4,887.66
132-32	MV-Pro20	Pro 20	Measured Voice social media management software - Unlimited users and maximum of 20 connected social media accounts.	\$785.89	\$8,644.84
132-32	MV-Pro40	Pro 40	Measured Voice social media management software - Unlimited users and maximum of 40 connected social media accounts.	\$1,368.26	\$15,050.88
132-32	MV-Pro80	Pro 80	Measured Voice social media management software - Unlimited users and maximum of 80 connected social media accounts.	\$2,333.50	\$25,668.51
132-32	MV-Pro160	Pro 160	Measured Voice social media management software - Unlimited users and maximum of 160 connected social media accounts.	\$3,869.02	\$42,559.19

Captura Group GSA Schedule — GS-35F-0706V

132-32	MV-Pro320	Pro 320	Measured Voice social media management software - Unlimited users and maximum of 320 connected social media accounts.	\$6,158.19	\$67,740.05
132-32	MV-Pro640	Pro 640	Measured Voice social media management software - Unlimited users and maximum of 640 connected social media accounts.	\$9,188.92	\$101,078.09
132-32	MV-Pro1280	Pro 1280	Measured Voice social media management software - Unlimited users and maximum of 1280 connected social media accounts.	\$12,187.41	\$134,061.46

Measured Voice Terms of Service

Amended on Jan 25, 2013, Revised 4/25/2013

1. Your Acceptance of Terms

1.1 Welcome to Measured Voice. Your use of Measured Voice and the Measured Voice web site (collectively referred to as the "Service"), is subject to the terms of a legal agreement ("Terms") between you and Captura Group Inc., DBA Measured Voice ("Measured Voice"). The following Terms of Services ("TOS") explains the agreement and the terms of that agreement.

1.2 In order to use the Service, you must first agree to the Terms. You may not use the Service if you do not accept the Terms. If you do not agree to any of the following Terms, please do not use the Service. You should print or otherwise save a copy of these TOS for your records. All terms and conditions intended to bind the Government must be included within the contract signed for the Government by a duly warranted contracting officer.

1.3 Measured Voice reserves the right to update and change the TOS from time to time without notice. Any new features that enhance the current Service, including the release of new tools and resources, shall be subject to the TOS. Continued use of the Service after any such changes shall constitute your consent to such changes. You are encouraged to review the most current version of the Terms of Service at any time at: <http://measuredvoice.com/terms>. Before Measured Voice updates to the TOS will bind the Government they must be included within the contract signed for the Government by a duly warranted contracting officer.

1.4 For non- government customers, violation of any of the Terms may result in the termination of your Account. You agree to use the Service at your own risk. In the case of the Government in lieu of a termination action a claim will be filed with the contracting officer consistent with FAR 52.233-1.

2. Account Terms

2.1 You must be 13 years or older to use this Service.

2.2 In order to create an account, you must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.

2.3 Your account may only be used by one person. An account may not be used by more than one person.

2.4 You must be a human. Accounts registered by "internet bots" or automated methods are not permitted.

2.5 You are responsible for maintaining the security of your account and password. Measured Voice cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

2.6 You are responsible for all content posted and activity that occurs under your account.

2.7 You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

3. Fees

3.1 Every Measured Voice account includes a 30-day free trial. If you wish to continue using Measured Voice after the 30 day free trial, you must sign up for and pay for a plan. Current plans and prices can be found on Measured Voice's authorized reseller's GSA Schedule price list.

3.2 For Government customers, all invoice and payment terms shall be in accordance with Federal Acquisition Regulation (FAR) 52.212-4.

3.3 For non-Government customers Measure Voice shall state separately on its invoices taxes excluded from the price, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3.4 For government customers any Measured Voice proposed change to prices or suspension or discontinuance of the Service Measured Voice offering shall be agreed to bilaterally.

4. Cancellation and Termination

4.1 You are solely responsible for properly canceling your account. You must send an email to help at measuredvoice dot com requesting cancellation of your account.

4.2 All of your content may be deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

4.3 Measured Voice does not accept any liability for loss of content due to account cancellation.

4.4 Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Measured Voice customer, employee, member, or officer will result in a claim being filed with Government consistent with FAR 52.233-1 pursuant to Government termination for breach or convenience may result in immediate account termination.

4.5 Should Measured Voice wish to terminate any government account it will follow the procedures specified in FAR 52.233-1.

5. Copyright and Content Ownership

5.1 We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, you agree to allow others to view and share your content upon acceptance of the TOS.

5.2 You are not obligated to place any content on the Service, and you reserve the right to remove any and all content at your sole discretion.

5.3 Measured Voice does not pre-screen content, but Measured Voice and its designee have the right (but not the obligation) in its sole discretion to refuse or remove any content that is available via the Service.

5.4 Measured Voice reserves the right, but has no obligation, to remove content and Accounts containing content that it determines in its sole discretion as unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these TOS upon reasonable notice to You.

5.5 The look and feel of the Service is Copyright © 2013 Measured Voice, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Measured Voice.

6. General Conditions

6.1 Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis.

6.2 Technical support may be provided via email at help at measuredvoice dot com.

6.3 You understand that Measured Voice uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service, and that Measured Voice is not liable for their actions and failure to perform.

6.4 You must not modify, adapt, or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Measured Voice, or any other Measured Voice service.

6.5 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Measured Voice.

6.6 You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

6.7 You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.

6.8 You must not transmit any worms or viruses or any code of a destructive nature.

6.9 If your bandwidth usage, as determined solely by Measured Voice, exceeds 300 MB/month or significantly exceeds the average bandwidth usage of other customers of the Service, Measured Voice shall give notice to You and may determine to disable or impose restrictions upon your account until your bandwidth consumption is sufficiently reduced.

6.10 Measured Voice does not warrant that (a) the Service will meet your specific requirements, (b) the Service will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Service will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (e) any errors in the Service will be corrected.

6.11 You expressly understand and agree that Measured Voice shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Measured Voice has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Service; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the Service; (e) or any other matter relating to the Service.

6.12 The failure of Measured Voice to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. The TOS constitutes the entire agreement between you and Measured Voice and govern your use of the Service, superseding any prior agreements between you and Measured Voice (including, but not limited to, any prior versions of the TOS).

6.13 Questions about the TOS should be sent to support at [Measuredvoice dot com](mailto:Measuredvoice.com).

7. Amendment to Terms of Service Applicable to Governmental Users/Members

If you are an employee of the federal government of the United States and are using Measured Voice for official government work, the TOS is amended as follows:

7.1 Government entity: “You” within these Terms of Service shall mean the Agency (“Agency”) for which you work itself and shall not apply to, or bind (a) the individual(s) who utilize the Services on the Agency’s behalf, or (b) any individual users who happen to be employed by, or otherwise associated with, the Agency. The Agency will be responsible for ensuring that its members using the Service comply with the TOS as though they were “You” and noncompliance by any such individual will be deemed noncompliance by the Agency.

7.2 Public purpose: Any requirement(s) set forth within the Terms of Service that use of the Services be for private, personal and/or non-commercial purposes is hereby waived.

7.3 Agency content serving the public: Measured Voice hereby approves Agency’s distribution or other publication via the Service of materials which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the material relates to the Agency’s mission.

7.4 Advertisements: Measured Voice hereby agrees not to serve or display any third party commercial advertisements or solicitations on any pages within the Service displaying content created by or under the control of the Agency. This exclusion shall not extend to house ads, which Measured Voice may serve on such pages in a non-intrusive manner.

7.5 Indemnification: All indemnification and damages provisions of the Terms of Service are hereby deemed deleted. Liability of Agency for any breach of the Terms of Service or this Agreement, or any claim arising from the Terms of Service or this Agreement, shall be determined under the Contract Disputes Act, the Federal Tort Claims Act, or other governing authority.

7.6 Governing law: Liability of Measured Voice for any breach of the Terms of Service or this Agreement, or any claim arising from the Terms of Service or this Agreement, shall be determined by applicable federal law.

7.7 Changes to standard TOS: Language in the standard TOS reserving to Measured Voice the right to change the TOS without notice at any time is hereby amended to grant You at least three days advance notice of any material change to the TOS. Measured Voice shall send this notice to the email address you designate at the time you sign up for service, and you shall notify Measured Voice of any change in the notification email address during the life of the Amendment. Any changes will not be effected unless expressly agreed to by You in writing.

7.8 Access and use: Measured Voice acknowledges that the Agency's use of Measured Voice's site and services may energize significant citizen engagement. Language in the TOS allowing Measured Voice to terminate service, or close the Agency's account, at any time, for any reason, is modified to reflect the Parties' agreement that Measured Voice may unilaterally terminate service and/or terminate Agency's account only for breach of Agency's obligations under the TOS or its material failure to comply with the instructions and guidelines posted on the Site as determined by an adjudication under the Contract Disputes Act, or if Measured Voice ceases to operate its site or services generally. Measured Voice will provide Agency with a reasonable opportunity to cure any breach or failure on Agency's part.

7.7 Changes to standard TOS: Language in the standard TOS reserving to Measured Voice the right to change the TOS without notice at any time is hereby amended to grant You at least three days advance notice of any material change to the TOS. Measured Voice shall send this notice to the email address you designate at the time you sign up for service, and you shall notify Measured Voice of any change in the notification email address during the life of the Amendment. Any changes will not be effected unless expressly agreed to by You.

7.8 Access and use: Measured Voice acknowledges that the Agency's use of Measured Voice's site and services may energize significant citizen engagement. Language in the TOS allowing Measured Voice to terminate service, or close the Agency's account, at any time, for any reason, is modified to reflect the Parties' agreement that Measured Voice may unilaterally terminate service and/or terminate Agency's account only for breach of Agency's obligations under the TOS or its material failure to comply with the instructions and guidelines posted on the Site as determined by an adjudication under the Contract Disputes Act , or if Measured Voice ceases to operate its site or services generally. Measured Voice will provide Agency with a reasonable opportunity to cure any breach or failure on Agency's part.

7.9 Provision on crawlers: Any provision in the TOS prohibiting crawl or spider processes is amended to allow the Agency to apply such tools solely to its pages and solely to fulfill Agency's obligations under the Federal Records Act or other applicable federal law or regulation.

7.10 Ownership of names: Any provision(s) in the TOS related to Measured Voice's ownership of and right to change your selected user name(s), user ID(s), domain name(s), channel name(s), and group name(s), are modified to reasonably accommodate Agency's proprietary, practical, and/or operational interest in its own publicly-recognized name and the names of Agency programs.

7.11 Modifications of user content: Measured Voice agrees that any right reserved in the TOS to modify, adapt, or change Your content is limited to technical actions necessary to index, format and display that content. The right to modify, adapt, or change does not include the right to substantively edit or otherwise alter the meaning of the content. Notwithstanding the foregoing, nothing in this Amendment shall result in an expansion of Your rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et sec.), specifically including Section 105 of the Act.

7.12 Limitation of liability: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants Measured Voice a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

7.13 Uploading, deleting: The Parties understand and agree that you are not obligated to place any Agency Content on the Measured Voice site, and you reserve the right to remove any and all Agency Content at your sole discretion.

7.14 No endorsement: Measured Voice agrees that your seals, trademarks, logos, service marks, trade names, and the fact that you have a presence on the Measured Voice site and use its services, shall not be used by Measured Voice in such a manner as to state or imply that Measured Voice's products or services are endorsed, sponsored or recommended by you or by any other element of the Federal Government, or are considered by these entities to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, Measured Voice agrees not to display any Agency or government seals or logos on the Measured Voice's homepage or elsewhere on the Measured Voice Site, unless permission to do has been granted by the Agency or by other relevant federal government authority. Measured Voice may list the Agency's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other third party name.

7.15 No business relationship created: The Parties are independent entities and nothing in this Amendment or TOS creates an agency, partnership, joint venture, or employer/employee relationship.

7.16 Provision of data: In case of termination of service, within 30 days of such termination Measured Voice will provide you with all user-generated content that is publicly visible through the Sites you created at Measured Voice. Data will be provided in a commonly used file or database format as Measured Voice deems appropriate. Measured Voice will not provide data if doing so would violate its privacy policy, available for review at <http://measuredvoice.com/privacy>.

7.17 Paid services: Before an Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that this Company or alternative providers may offer now or in the future, You agree to determine your Agency has a need for those additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review any then- applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action.

7.18 Assignment: Neither party may assign its obligations under this Amendment or TOS to any third party without prior written consent of the other.

7.19 Precedence; Further Amendment; Termination: This Amendment constitutes an amendment to the TOS; language in the TOS indicating it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the Service, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Agency may close Agency's account and terminate this agreement at any time.

7.20 Federal Records: Agency acknowledges that use of Company's Site and Services may require management of Federal records. Agency and user-generated content may meet the definition of Federal records as determined by the agency. If the Company holds Federal records, the Agency must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal

records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. The Agency is responsible for ensuring that the Company is compliant with applicable records management laws and regulations through the life and termination of its use of the Site and Services.

7.21 Security: Measured Voice will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. An SAS 70 Type II audit certification will be conducted annually, and Company agrees to provide Agency with the current SAS 70 Type II audit certification upon the agency's request. Recognizing the changing nature of the Web, Measured Voice will continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data.