



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

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

FPDS Code D302	IT and Telecom Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	IT and Telecom – IT Strategy and Architecture
FPDS Code D309	IT and Telecom – Information and Data Broadcasting or Data Distribution
FPDS Code D310	IT and Telecom – Cyber Security and Data Backup
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

SPECIAL ITEM NUMBER: 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D302	IT and Telecom Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	IT and Telecom – IT Strategy and Architecture
FPDS Code D309	IT and Telecom – Information and Data Broadcasting or Data Distribution
FPDS Code D310	IT and Telecom – Cyber Security and Data Backup
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

**IDC Research, Inc.
5 Speen Street
Framingham, MA 01701
(508) 872-8200
www.idc.com**

Contract Number: GS-35F-218CA
Period Covered by Contract: March 6, 2020 to March 5, 2025

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification # PS0017, dated March 5, 2020

All IT Professional Services and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage™ System (<http://www.gsaadvantage.gov>)

CUSTOMER INFORMATION:

1a. Awarded Special Item Number(s):

SIN	Description
132-51	Information Technology Services

1b. Identification of the lowest priced labor category description, job title # and hourly rate awarded under the contract is:

Job Title #	Labor Category Description	GSA Hourly Rate
Junior Consulting Analyst/Junior Research Analyst	Provides support for the project or program manager's organizational needs on IT Research projects, assists with general project deliverables, tracks timelines, milestones, resources, and execution. Assists with business process development for current and future IT Research and Analysis projects.	\$140.00

1c. Labor Category Descriptions of all corresponding commercial job titles, experience, functional responsibility and education are outlined on Pages 12-14 within this pricelist.

2. Maximum Order: \$500,000.00 per SIN – For SINs 132-51 and SIN 132-52

3. Minimum Order: \$500.00

4. Geographic Scope of Coverage: The Geographic Scope of Coverage is Domestic Delivery. This 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.

5. Point(s) of production (city, county, and State or foreign country): 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

6. Discount from list prices or statement of net price: 20%

7. Quantity Discount: None

8. Prompt Payment Terms: Net 30 Days



9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold. **Yes**

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **Yes**

10. Foreign Items: No foreign items are awarded under this contract.

11a. Time of Delivery – 30 Days

11b. Expedited Delivery Terms: As Negotiated between **IDC Research, Inc.** and the Ordering Activity.

11c. Overnight/2-Day Delivery Terms: As negotiated between **IDC Research, Inc.** and the Ordering Activity.

11d. 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.

12. FOB Point: Destination

13a. Ordering Address: **IDC Research, Inc.**
5 Speen Street
Framingham, MA 01701

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

Payment Address: **IDC Research, Inc.**
5 Speen Street
Framingham, MA 01701

COMPANY: **IDC Research, Inc.**
5 Speen Street
Framingham, MA 01701

14. Warranty/Guarantee Provisions: All services performed under this contract will be guaranteed to completed in a satisfactory workmanlike manner as delineated with this Authorized FSS IT Schedule Pricelist.

15. Export Packing Charges: Export Packing is not offered under this contract.



16. **Terms and conditions of Government purchase card acceptance** (any thresholds above the micro-purchase level).
17. **Terms and conditions of rental, maintenance, and repair**– Not Applicable
18. **Terms and conditions of installation** – Not Applicable
19. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices** – Not Applicable
20.
 - a. Terms and conditions for any other services – Not Applicable
 - b. List of service and distribution points: As Negotiated between IDC Research, Inc. and the Ordering Activity
21. **List of Participating Dealers:** IDC Research, Inc. does not authorize any participating dealers under this contract.
22. **Preventive maintenance** – Not Applicable
23.
 - a. **Environmental Attributes** (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable
 - b. **Section 508 Compliance:** If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/. Contact **IDC Research, Inc.** for Section 508 compliance information. The EIT standards can be found at: <http://www.Section508.gov/>
24. **Data Universal Numbering System (DUNS) Number: 057609401**
Taxpayer Identification Number (TIN): 04 – 2324970
Business Size: Other than Small Business
CAGE Code: 1V114
25. **Notification regarding registration in Central Contractor Registration (CCR) database:**
IDC Research, Inc. is currently registered within the System for Award Management (SAM) database.
26. **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.



27. 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.

28. Federal Information Technology Telecommunications 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.

29. 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.

30. 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.

31. 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).

32. 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)

33. 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.: Google). The Internet address is <http://www.gsaadvantage.gov>

34. Purchase of Open Market Items: Note: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

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

35. 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.

36. 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.

37. 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).

38. 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.

39. Installation, De-installation, Reinstallation: The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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



40. 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.

41. 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.

42. 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>.

43. 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 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 Numbers 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 award of the firm, fixed price contract, 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.



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 SERVICES AND PRICING

IT PROFESSIONAL SERVICE RATES SIN132-51

LABOR CATEGORY	HOURLY RATE
1. Vice President/Executive Subject Matter Expert	\$ 460.00
2. Consulting Director/Senior Subject Matter Expert	\$ 396.00
3. Consulting Project Mgr./Subj. Matter Expert	\$ 352.00
4. Senior Consulting Analyst/Senior Research Analyst	\$ 252.00



5. Consulting Analyst/Research Analyst	\$ 190.40
6. Junior Consulting Analyst/Junior Research Analyst	\$ 140.00

LABOR CATEGORY DESCRIPTIONS

1. Vice President /Executive Subject Matter Expert

Education: Master's Degree, Advanced Degree in Business, Technology or Engineering or equivalent years of experience in program or corporate management

Basic Experience: 10 – 15 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Serves as corporate director and lead on major IT program verticals and overall guide on major internal research initiatives, conducts and follows major program progress and outcomes, and interacts with external customer and internal corporate management at highest levels to design and report on vertical IT Research products and services. Is an industry-wide subject matter expert for IT discipline vertical.

2. Consulting Director/Senior Subject Matter Expert

Education: Bachelor's Degree, Advanced Degree in Business, Technology or Engineering

Basic Experience: 8-12 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Serves as lead architect or advisor for IT Research discovery/process review, analysis and recommendations on projects of medium complexity. Defines and conducts IT questionnaires and surveys, interviews and/or discovery workshops, leads the development of as-is/to-be process modeling, leads the definition of requirements, conducts process and/or IT focused gap analysis, develops detailed IT design documentation such as process flows, narratives, and configuration guides, develops executive summary and presentations.

3. Consulting Project Manager/Subject Matter Expert

Education: Bachelor's Degree, Advanced Degree in Business, Technology or Engineering

Basic Experience: 5-10 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Serves as most senior or lead project manager or advisor for IT Research discovery/process review, analysis and recommendations on projects of high complexity. Defines and conducts IT questionnaires and surveys, interviews and/or discovery workshops, leads the development of as-is/to-be process modeling, leads the definition of requirements, conducts process and/or IT focused gap analysis, develops detailed design documentation such as process flows, narratives and configuration guides, and develops executive summary and presentations.

4. Senior Consulting Analyst/Senior Research Analyst

Education: Bachelor's Degree, Advanced Degree in Business, Technology or Engineering

Basic Experience: 5-10 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Serves as lead project manager or advisor for IT Research discovery/process review, analysis and recommendations on projects of high complexity. Defines and conducts IT questionnaires and surveys, interviews and/or discovery workshops, leads the development of as-is/to-be process modeling, leads the definition of requirements, conducts process and/or technology focused gap analysis, develops detailed design documentation such as process



flows, narratives and configuration guides, and develops executive summary and presentations.

5. Consulting Analyst/Research Analyst

Education: Bachelor's Degree, Advanced Degree in Business, Technology or Engineering

Basic Experience: 3- 5 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Provides support for the project or program manager's implementation needs on IT Research projects, assists with general project planning, timelines, milestones, resources, and execution. Assists with business process improvement for current and future IT Research and Analysis projects.

6. Junior Consulting Analyst/Junior Research Analyst

Education: Associate's Degree, or Certificate in Business, Technology or Engineering

Experience: 2-3 years of experience in IT project management, or related field.

Duties: Provides support for the project or program manager's organizational needs on IT Research projects, assists with general project deliverables, tracks timelines, milestones, resources, and execution. Assists with business process development for current and future IT Research and Analysis projects.



[Applicable to Special Item Number 132-51]

General Terms and Conditions for IDC Consulting Services

Version 96.13

1. IDC assigns to the client ownership of the final work product or deliverable, subject to the terms of usage specified in items 3, 4, and 5 below.

2. IDC retains all right, title, and interest in and to methodologies, data, knowledge, and research processes—including but not limited to algorithms, customer surveys, focus group guidelines, and statistical models—used in rendering consulting services.
3. The client may use the data and information provided by IDC to support internal marketing, strategic planning, and business development functions. For all internal usage, the client must source International Data Corporation by name.
4. The client may not distribute, promote, or otherwise use any IDC information or material—including the final work product or deliverable (the "Research Results")—for any external use without express written permission from the appropriate IDC Research Vice President or Country Manager. In such cases, the client must provide a copy of the precise proposed wording or document to enable IDC to gauge the full context of the usage and ensure its accuracy, currency, and proper attribution. IDC reserves the right to deny approval of external use for any reason. External use includes, but is not limited to, the publication, promotion, or dissemination of advertisements, press releases, white papers, direct mail campaigns, Web site postings, and other materials used to promote, educate, market and/or sell, where they may be viewed by persons who are not officers, employees, or contractors of the client. Unless expressly stated otherwise, the medium or format in which the IDC work product is received, or which is specified as the medium for distribution (e.g., CD-ROM, Lotus Notes, Custom FTP), is the only means by which the Company may reproduce and distribute those materials, subject also to any other requirements and restrictions as provided herein or in the Consulting Proposal. The client will monitor compliance with these restrictions from time to time on its own and as requested by IDC, and in the event of a breach or alleged breach of these restrictions it will provide IDC with access and cooperation to enable IDC to audit compliance.
5. Absent the prior written consent of IDC, the client may not use the name, trademarks, or logo of IDC in promotional materials, publicity releases, advertising, or any other similar publications or communications, whether oral or written.
6. Except to the extent provided in the attached Consulting Proposal, IDC will not be obligated to participate in any way in the promotion and/or dissemination of Research Results, including participation in client press conferences and the development of press releases.
7. IDC may provide services for or on behalf of any other individual, corporation, or organization, and may advertise and represent its services as being so available. Performance of the services outlined in the attached Consulting Proposal will not preclude IDC from accepting any other consulting engagements with any other corporations, organizations, or individuals.
8. Each party will protect information received from the other in writing that is marked "confidential" or "proprietary" from transfer or disclosure to others by use of the same measures that it uses to protect its own proprietary information. This does not include information that is in the possession of the receiving party at the time of receipt, or that that party develops independently or obtains from a third party without any restriction on transfer or that has been publicly disseminated without fault of the receiving party.
9. The client may terminate this agreement and cancel IDC's services at any time by written notice, without cause and without further obligation to IDC except for payment by the client for the services performed, materials expended, and costs incurred by IDC prior to its receipt of the client's written notice of termination.
10. In the event the client desires to make reasonable changes to the work specifications and/or the delivery schedule during



the term of this agreement, the client shall so notify IDC in writing. Both parties shall use their best efforts to agree in writing on such changes and on necessary adjustments, if any, to the other terms of this agreement as required to reflect and accommodate such changes. If the parties cannot reach agreement on any such changes or adjustments, the only remedy is that either party may, by written notice to the other, terminate further performance.

11. IDC SHALL USE ITS REASONABLE ENDEAVORS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED. IDC ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT MAY BE IMPLIED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

IDC is not liable for any loss or damage claimed to have resulted from the use by, or on behalf of, the client of any information or material (including Research Results) furnished by IDC, regardless of the circumstances or cause of action (including negligence), and the client shall hold IDC harmless from, and indemnify it for, any loss, cost, or expense including reasonable attorneys' fees, suffered or incurred as a result of, or in connection with, any claim, suit, or action by the client or any third party relating to that use. In no event (including negligence) will IDC be liable for any indirect, special, consequential, or exemplary damages, even if IDC was advised of the possibility of such damages, or for any damages in excess of the amount actually received by IDC under this agreement as of the date when the cause of action accrued.

12. If a dispute arises between IDC and the client relating to this agreement, then, prior to either party pursuing other remedies (including, without limitation, litigation), IDC and the client agree they will meet, at a mutually acceptable time and place, no later than twenty (20) days after either receives written notice of a dispute. The meeting shall be attended by individuals with decision-making authority to settle the dispute. At the meeting, IDC and the client shall attempt in good faith to negotiate a resolution of the dispute. If the parties are not successful in resolving of the dispute, they may, but need not, agree to the appointment of a mutually neutral person to facilitate a resolution. Notwithstanding anything to the contrary, nothing in this paragraph shall preclude either party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other interim relief concerning the dispute at any time, if the party deems such action necessary to protect its legitimate interests.



Information for Ordering Activities

[Applicable to Special Item Number 132-52]

Special Notice to Agencies: Small Business Participation

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

For orders exceeding the micro-purchase threshold, Federal Acquisition Regulation (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!™ online 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.

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

Contractor's Address

IDC Research, Inc.
5 Speen Street
Framingham, MA 01701
508-872-8200

Contracts Administration

Rick Eulo
IDC Research, Inc.
211 N. Union St., Ste. 106
Alexandria, VA 22314
202-368-4327
reulo@idc.com

Program Manager

Rick Eulo
IDC Research, Inc.
211 N. Union St., Ste. 106
Alexandria, VA 22314
202-368-4327
reulo@idc.com



Payment Address

Accounts Receivable
IDC Research, Inc.
5 Speen Street
Framingham, MA 01701
(508) 872-8200

Contractors are required to accept credit cards for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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. The Contractor shall not be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of the Contractor or its employees, the Contractor's total liability arising out of this Agreement and the provision of the Services herein shall be limited to the fee paid by Client under the Statement of Work under which such liability arises.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 057609401

Block 30: Type of Contractor C. Large Business

Block 31: Woman-Owned Small Business No

Block 37: Contractor's Taxpayer Identification Number (TIN): 04-2324970

a. CAGE Code: 1V114

b. IDC Research, Inc. is registered in the System for Award Management <https://www.sam.gov/portal/public/SAM/>

c. IDC Research, Inc. Representations and Certifications are available at <https://www.sam.gov/portal/public/SAM/>

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)
132-51	30 Days
132-52	30 Days

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 three workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

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

- a. Prompt Payment: None - Full Payment Due: Net, 30
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers. Government Military Academies and College/University entities are also invited to explore a unique, higher education, Core Research price plan (Open Market).

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 value of orders to be issued is \$500.00.

11. MAXIMUM ORDER

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000: Special Item Number 132-52 Information Technology (IT) Electronic Commerce and Subscription Services.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of 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.

a. 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) 605-6000.

b. FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

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

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

- a. SECURITY CLEARANCES: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs



associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

- b. TRAVEL: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46; Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- c. CERTIFICATIONS, LICENSES AND ACCREDITATIONS: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. INSURANCE: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. PERSONNEL: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. ORGANIZATIONAL CONFLICTS OF INTEREST: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. DOCUMENTATION/STANDARDS: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. DATA/DELIVERABLE REQUIREMENTS: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. GOVERNMENT-FURNISHED PROPERTY: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. AVAILABILITY OF FUNDS: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this



contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!™

GSA Advantage!™ is an online, interactive electronic information and ordering system that provides online 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:

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. Product categories.

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

17. PURCHASE OF OPEN MARKET ITEMS

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

- a. 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]);
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. 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:

- i. Time of delivery/installation quotations for individual orders;
- ii. 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.
- iii. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DE-INSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts of more than \$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 apply.

All contracts for work to be performed in 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 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, de-installation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

Electronic Commerce and Subscription Services offered herein are consulting services which are not generally considered Electronic and Information Technology (EIT) and which are not provided by the government to employees or to the public. Section 508 Compliance does not apply to these services.

If these services are ordered in support of agency requirements relating to EIT applications, products or services provided to employees or to the public, then, IDC will address Section 508 Compliance requirements in conjunction with a specific Task Order or Statement of Work.

More details can be found at www.idc.com.

Contact for more Information: Rick Eulo at (202) 368-4327 and reulo@idc.com.

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES (FAR 51.1)

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
 - i. For such period as the laws of the State in which this contract is to be performed prescribe; or
 - ii. 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
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES
(SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA).
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum-security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

IDC SHALL USE ITS REASONABLE EFFORTS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED. IDC ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT MAY BE IMPLIED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be



provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

IDC does not have a separate charge for training. IDC provides a dedicated account manager and training is included in the subscription costs.

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report. The normal reporting cycle is quarterly.

15. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

Plan: Annual subscription to content made available via Internet Portal logon access with provided credentials and a Client Relationship Manager for ongoing support, guidance, training and access to analysts for calls.

Eligibility: IDC does not have eligibility requirements for use.

(b) Describe charges, if any, for additional usage guidelines.

IDC does not have a use limit. Subscriptions provide unlimited access to the www.idc.com online research library. **Content may be shared within the organization and publicly with prior approval and attribution.**

(c) Describe corporate volume discounts and eligibility requirements, if any.

IDC does not offer volume discounts and there are no eligibility requirements to order.

16. 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 C.1.)

17. GSA ADVANTAGE!TM

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

d. Manufacturer;

e. Manufacturer's Part Number; and

f. Product categories.

18. Agencies can browse GSA Advantage!™ by accessing the Internet World Wide Web utilizing a browser (e.g., Google). The Internet address is <http://www.gsaadvantage.gov/>

19. PURCHASE OF OPEN MARKET ITEMS

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

- e. 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]);
- f. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- g. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- h. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

20. 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:

- i. Time of delivery/installation quotations for individual orders;
- ii. 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.
- iii. 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.

21. OVERSEAS ACTIVITIES

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

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

21. 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).

23. 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.

24. INSTALLATION, DE-INSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts of more than \$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 apply.

All contracts for work to be performed in 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 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, de-installation, and reinstallation services under SIN 132-8.

25. SECTION 508 COMPLIANCE

Electronic Commerce and Subscription Services offered herein are consulting services which are not generally considered Electronic and Information Technology (EIT) and which are not provided by the government to employees or to the public. Section 508 Compliance does not apply to these services.

If these services are ordered in support of agency requirements relating to EIT applications, products or services provided to employees or to the public, then, IDC will address Section 508 Compliance requirements in conjunction with a specific Task Order or Statement of Work.

More details can be found at www.idc.com. Contact for more information: (202) 368-4327 and/or reulo@idc.com The EIT standard can be found at: www.Section508.gov/

26. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES (FAR 51.1)

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.”

28. 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

- i. For such period as the laws of the State in which this contract is to be performed prescribe; or
 - ii. 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.

29. 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>.

30. 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).

For subscription services, invoicing and payment in full is authorized concurrent with commencement of deliverables and access to online portal.

ELECTRONIC COMMERCE SPECIAL ITEM NUMBER 132-52 RATES

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
132-52	IDC_P22264	IDC Government Insights: Global Technology Advantage Program [GTAP]	<p><i>IDC Government Insights: Global Technology Advantage Program -</i></p> <p>CIO Executive Council – up to 5 users, AND</p> <p>One (1) CIO Executive Networking, OR Two (2) Executive Coaching Seats.</p>	Each	\$ 21,448
132-52	IDC_P22268	IDC Government Insights: Industry Technology Advantage Program [ITAP]	<p><i>IDC Government Insights: Industry Technology Advantage Program (US) -</i> up to 5 users, unlimited top of mind inquiry & 10 hrs. custom inquiry, Access to all IDC technology research outside of IDC databases and special report series.</p>	Each	\$ 41,703
132-52	IDC_P12839	IDC Government Insights: United States Federal Government IT Spending Guide	<p>This <i>United States Federal Government IT Spending Guide</i> is designed to help IT vendors understand the federal government procurement process and leverage potential IT opportunities. This easy-to-use pivot table offers extensive details and five-year growth projections for nine categories of IT hardware, seven categories of software, and four</p>	Each	\$ 29,876



SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
			categories of IT services spending at the federal civilian and federal defense department levels.		
132-52	IDC_P15372	IDC Government Insights: United States Government Performance Improvement Strategies	<p><i>United States Government Performance Improvement Strategies –</i></p> <p>Research and consulting available online under the subscription to help US Federal, State and Local governments with focus on:</p> <ul style="list-style-type: none"> • Big Data and analytics, OR • Cloud, OR • IT Modernization, OR • RFP Development, OR • Digital Transformation, OR, • IT and Business Strategy Development, OR • IT Policy Review and Development, OR • Price Benchmarking (up to 5 searches/reports), OR • Sourcing Advisory Services (limited engagement), OR • Workshop for IT Professionals, OR • Full-day Strategy Session for up to 	Each	\$ 29,876

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
			20 participants		
132-52	IDC_P6040	IDC Government Insights: United States IT Opportunity: Government	<p><i>The United States IT Opportunity: Government – Selective, targeted body of research and consulting is available online under the subscription session to help US Federal, State and Local governments with focus on:</i></p> <ul style="list-style-type: none"> • Smart Cities and Communities, OR • Internet of Things (IoT), OR • Mobile Technologies, OR • Public Safety, OR • Intelligent Transportation/Connected Vehicles, OR • Cloud Computing, OR • Cybersecurity, OR • Blockchain, OR • AI and Machine Learning, OR • Quality of Life 	Each	\$ 27,365



IDC Research, Inc., 5 Speen Street, Framingham, MA 01701

Please email a signed copy to Rick Eulo (reulo@idc.com) or fax to: 703-373-1941

Services Contract

Company:		Address:	
Customer:		Address 2:	
Title:		City:	
Phone:		State/Province:	
Fax:		Zip/Postal Code:	
E-mail:		Country:	
Products		Subscription Period	Total Price (Excl. Taxes)

Pricing valid until _____

Upon signature of this contract, the _____ agrees to be billed in full with payment due upon receipt of invoice.

I have read and agreed to the terms and conditions of subscription as described on the attached pages.

 Name:
 Title: _____
 Phone: _____
 Fax: _____
 E-mail: _____

 Name: Rick Eulo
 Title: Program Officer
 Phone: 202-368-4327
 Fax: 703-373-1941
 E-mail: reulo@idc.com



IDC General Terms and Conditions for IDC Continuous Intelligence Services

THIS AGREEMENT sets forth the general terms and conditions applicable to the performance of Continuous Intelligence Services by IDC Research, Inc., a Delaware corporation ("IDC") for you and your wholly-owned subsidiaries (collectively, the 'Client'). The parties agree as follows:

1. **Scope of Agreement** The specific Continuous Intelligence Service(s) IDC will provide for the Client (the "Services") and the professional fee to which IDC will be entitled are set forth in the attached IDC CIS Contract (together with the Terms and Conditions contained herein, "the Agreement"), as it might be supplemented by agreement in writing of the parties from time to time.

2. **Work Product, Limitations on Use and Access**

(a) IDC will be deemed to be the author of all research documents and work products, including without limitation studies, briefs, presentations, conference proceedings and inquiry responses, that IDC produces in performing the Services (the 'Work Product'). Accordingly, IDC will own all right, title, and interest in and to them, including without limitation all copyrights and trade-secrets rights, except as specifically provided in this Agreement. The Client shall include on all copies of the Work Product it uses or distributes all IDC proprietary rights notices included or requested by IDC and, at IDC's request, shall sign any assignments or other documents necessary or appropriate to confirm IDC's copyright and ownership interests set forth herein.

(b) Under the terms of this Agreement, the Client is granted a license to use the data and information provided by IDC to support internal marketing, strategic planning, and business development functions. This includes the right to quote or paraphrase individual sentences or occasional paragraphs, but not entire pages or chapters. The Client shall include on all copies of the Work Product it uses or distributes all IDC proprietary rights notices included or requested by IDC. For these purposes 'internal' use is distinguished from external use and means uses intended only to serve the information needs of the Client itself (as distinguished from its suppliers, affiliates, and customers) and only to be seen by the Client's officers and employees obligated to treat such information as confidential.

(c) External usage and distribution privileges are expressly limited to the formats and forums outlined in the CIS Contract. Except as provided in the CIS Contract, the Client may not (i) use the Work Product externally more than 12 months after its delivery to the Client, (ii) distribute or display the Work Product in any language other than English, or (iii) distribute, display, promote or otherwise use IDC data and/or information for any use external to the Client, without express written permission from the appropriate IDC Research Vice President or Country Manager, which permission shall not be unreasonably withheld. In such cases, the Client will provide a copy of the precise proposed wording or document to enable IDC to gauge the full context of the usage, and ensure its accuracy, currency, use in context, and proper attribution. External use includes, but is not limited to, the publication, promotion, display, or dissemination of advertisements, press releases, white papers, and any other materials where they may be viewed by persons who are not the Client's officers or employees obligated to treat such material as confidential, including direct mail campaigns and postings on Web sites. The Client agrees to communicate this policy to all relevant persons.

(d) Unless expressly stated otherwise, (i) the medium or format in which the Work Product is received, or which is specified as the medium for distribution (e.g., CD-ROM, Lotus Notes, PDF), is the only means by which the Client may reproduce and distribute those materials, subject also to any other requirements and restrictions as provided herein or in the CIS Contract, and (ii) when Web-posting is permitted, the posted IDC material may be displayed only on the Client's site and may be linked into from other relevant sites, but may not be linked (externally) to, posted on or displayed from other sites.

(e) The Client represents that it has or will put in place procedures to promote compliance with the above restrictions; that it will monitor compliance from time to time on its own and as requested by IDC; and that in the event of a breach or alleged breach of these restrictions it will notify IDC promptly, take reasonable corrective measures (in consultation with IDC), and provide IDC with access and cooperation to enable IDC to audit compliance as long as IDC complies with the Client's security requirements.

3. **Use of IDC Name, Trademarks, and Logo** Absent the prior written consent of IDC, the Client shall not use the name, trademarks, or logo of IDC in promotional materials, publicity releases, advertising, or any other external publications or communications, whether oral or written.

4. **Conflict of Interest** IDC may provide services for or on behalf of any other individual, corporation, or



organization, and may advertise and represent its services as being so available. The Client acknowledges that performance of the Services will not preclude IDC from accepting CIS, consulting, or other engagements that may result in the collection and publication of information or findings negative or unfavorable to the Client.

5. Confidentiality Each party will protect information received from the other in writing that is marked "confidential" or "proprietary" from transfer or disclosure to others by use of the same measures that it uses (but no less than reasonable measures) to protect its own proprietary information. This does not include information that is already known to the receiving party at the time of disclosure, or that that party develops independently or obtains from a third party without any restriction on disclosure or transfer or that has been publicly disseminated without fault of the receiving party.

6. Exclusion of Warranties and Liabilities

(a) IDC SHALL USE ITS REASONABLE EFFORTS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED. IDC ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT MAY BE IMPLIED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. In no event will IDC be liable for any indirect, special, incidental, consequential, or exemplary damages, even if IDC was advised of the possibility of such damages, or for any damages in excess of the amount actually received by IDC under this Agreement as of the date when the cause of action accrued, unless attributable to IDC's gross negligence or willful misconduct. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from IDC's negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

7. Termination Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

8. Miscellaneous

(a) IDC will not be liable for, and is excused from, any failure to render services due to any cause beyond its reasonable control, such as a catastrophe of nature, governmental action, computer viruses and failures, acts of state, terrorism, labor difficulties, or non-performance of a supplier.

(b) Neither party may assign this Agreement without the written consent of the other party.

(c) All notices provided for in this Agreement shall be in writing, addressed to the particular party at the respective address set forth in the CIS Contract or to such other addresses as may be designated by that party by notice.

(d) This Agreement, which includes the CIS Contract and the General Terms and Conditions stated herein, sets forth the complete agreement between the parties relating to its subject matter as of the date hereof. Except as specifically provided otherwise, no alteration or modification of any of the provisions of this Agreement will be binding on a party unless evidenced by a written amendment signed by that party. However, if a Master Service Agreement exists between the parties, it shall remain in effect and shall supercede any inconsistent terms or conditions of this Agreement, unless specifically terminated or made subject hereto. This Agreement, however, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

9. IDC PROPOSALS, AUTHORIZATION LETTERS AND AGREEMENTS, INCLUDING ALL PRICING AND TERMS, ARE CONFIDENTIAL AND MAY NOT BE REDISTRIBUTED OR DISCLOSED TO THIRD PARTIES.

When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.



Commitment to Promote Small Business Participation Procurement Programs

Preamble

IDC Research, 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 ensure 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:

Rick Eulo: reulo@idc.com or (202) 368-4327.



Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (*ordering activity*) and IDC Research, 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): GS-35F-5014H.

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 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	IDC Research, Inc.	Date

(Customer Name) Blanket Purchase Agreement, BPA Number _____

Pursuant to GSA Federal Supply Schedule Contract Number(s) xxxxxxx, Blanket Purchase Agreements, IDC Research, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with (ordering activity):

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:

Product	*Special BPA Discount/Price

Delivery:

Destination	Delivery Schedules/Dates

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

This BPA does not obligate any funds.

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



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

Office	Point of Contact
<hr/> <hr/>	<hr/> <hr/>

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

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:

- Name of Contractor;
- Contract Number;
- Purchase Order Number;
- Date of Shipment;
- BPA Number;
- Product Description;
- 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
- Date of Purchase;

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.

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 an ordering activity requirement.
- 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 customers' needs, or Federal Supply Schedule Contractors may individually submit a Schedule's -Team Solution to meet the customer's requirement.
 - Customers make a best value selection.