



# Computer Security Consulting, Inc.

GSA Schedule 70

Special Interest Numbers (SIN):

132-32  
132-32RC  
132-51  
132-51RC



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*Table of Contents*

**SIN 132-32 - TERM SOFTWARE LICENSES.....1**

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES.....1**

**INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS ...2**

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES .....8**

**(SPECIAL ITEM NUMBER 132-32).....8**

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51).....12**

**NGS SOFTWARE WARRANTY IS FOR THE NUMBER OF YEARS YOU PURCHASE THE SOFTWARE. PLACE OF ORIGIN (PRODUCTION POINT) ON NGS SOFTWARE IS UNITED KINGDOM (ENGLAND). .....19**

**BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE .....22**

**BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS” .....24**

**LIST OF TABLES**

Table 1: GSA Labor Categories and Pricing .....19

Table 2: NGS Software Pricing .....19



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

Special Item No. 132-32 Term Software Licenses  
Special Item No. 132-51 Information Technology Professional Services

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

For the Special Item Number (SINs) currently awarded under Multiple Award Schedule (MAS) contract, the following SINs are incorporated to include Recovery Purchasing.

**132 32RC, 132 51RC**

All other terms and conditions remain unchanged and in full force and effect.

**SIN 132-32 - TERM SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

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

Microcomputers

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

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

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

- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified



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

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

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

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

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

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

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

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

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

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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

COMPUTER SECURITY CONSULTING, INC  
509 TRACY LANE, SUITE 1B, WARRENSBURG, MO 64093



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

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

(816) 841-9163 or (816) 463-3014

**3. LIABILITY FOR INJURY OR DAMAGE**

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

**4. STATICAL 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: 070187393
- Block 30: Type of Contractor – Native American/Service Disabled Veteran Owned Small Business

B. Other Small Business

Block 31: Woman-Owned Small Business - \_NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 06-1747699

4a. CAGE Code: 415H5

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

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
_132-32_____	_20_ Days
_132-51_____	_20_ 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 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Government Educational Institutions are offered the same discounts as all other government customers.
- e. Other



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

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

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

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

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

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

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-51 - Information Technology (IT) Professional Services

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

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

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

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

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

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products

under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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 on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

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

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

## 17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

## 19. OVERSEAS ACTIVITIES

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

NOT APPLICABLE

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

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

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

**21. CONTRACTOR TEAM ARRANGEMENTS**

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

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

**23. SECTION 508 COMPLIANCE**

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

<http://www.csc-incl.com>

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

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



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

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

## **26. SOFTWARE INTEROPERABILITY.**

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

## **27. ADVANCE PAYMENTS**

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

# **TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)**

## **1. INSPECTION/ACCEPTANCE**

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

## **2. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

## **3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (816) 841-9163 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7:00am to \_7:00pm CST.



#### 4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

NOT APPLICABLE

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

#### 5. PERIODS OF TERM LICENSES (132-32)

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

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

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to not applicable% of all term license payments during the period that the software was under a term license within the ordering activity.

#### 7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of not applicable \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to



the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

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

## **8. UTILIZATION LIMITATIONS - (132-32)**

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

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

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

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

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

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

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

## **9. SOFTWARE CONVERSIONS - (132-32)**

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



**10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

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

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



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

### **1. SCOPE**

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

### **2. PERFORMANCE INCENTIVES**

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

### **3. ORDER**

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

### **4. PERFORMANCE OF SERVICES**

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



## 5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## 6. INSPECTION OF SERVICES

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

## 7. RESPONSIBILITIES OF THE CONTRACTOR

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

## 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

## 9. INDEPENDENT CONTRACTOR

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



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

### **a. Definitions.**

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

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

## **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 SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

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

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, and structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, and conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

## **Description of IT Services**

### **Program Manager/Sr. Security Engineer**

**Minimum/General Experience:** A minimum of five (5) years of supervisory experience in managing large data processing systems projects that involve planning, analysis, design, development, or conversion/ implementation. Manages multiple projects; organizes, directs, and coordinates planning and production of customer's contract activities. Meets with customer management personnel to conduct top-level coordination, project oversight, progress reporting, and problem resolution. Formulates and reviews project plans and deliverable items, determines contract costs, and ensures conformance with standards. Assigns, schedules, and reviews work of subordinates. Explains customer policies, purposes, and goals to subordinates.

Directs and implements the necessary controls and procedures to cost-effectively protect information systems assets from intentional or inadvertent modification, disclosure, or destruction. Provides guidance and direction for the physical protection of information systems assets to other functional units. Provides reports to superiors regarding effectiveness of data security and makes recommendations for the adoption of new procedures. Assigns work to subordinates, monitors performance, and conducts performance appraisals. Interviews and makes recommendations for additional staff. Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery. Oversees and reviews the testing and implementation of software, data systems, and data networks to ensure that the integrity and security of all electronic data and data systems are adequately protected. Oversees and facilitates the preparation of an organization-wide business resumption plan. Provides input on task hours, management and earned value management.

**Minimum Education:** BS/BA Degree in an IT Field. The equivalent of a Bachelors Degree is three (3) year additional experience (minimum 8 years total experience in Information Assurance). Applicant maintains certification and qualifications as a CISSP and PMP or equivalent.

## 1. Senior Security Specialist

**Minimum/General Experience:** A minimum of six (6) years of experience. Assesses strategic technical plans, evaluates technology issues, and works with Business Managers and technology planners to set and communicate technology directions for security and/or contingency planning. Additionally, provides technical expertise and leadership supporting projects involving the implementation of the Corporation's technical security architecture. This requires an in-depth knowledge of communications technologies, the strategic plans for communications technologies deployment, network architectures and complementary technical security technologies. Is a subject matter expert on various technical security products and methodologies such as Firewalls, Authentication Processes, Single Sign On and Encryption and provides consulting, advice and direction in specific product implementations. Must stay abreast of evolving technologies in the technical security area. Responsible for helping to determine the compatibility of new products for use within the Corporation's technical security architecture, and for completing specific product evaluations and determining strategic migration paths. Provides second tier technical support, vendor coordination, software development, initial product configurations and develops management methods for all installed technical security products.

Is a subject matter expert on various technical security products and methodologies such as Firewalls, Authentication Processes, Single Sign On and Encryption and provides consulting, advice and direction in specific product implementations.

**Minimum Education:** BS/BA Degree in a Computer Sciences or IT field. The equivalent of a Bachelors Degree is two (2) years additional experience (minimum 8 years total experience), and CISSP.

## 2. Security Analyst

**Minimum/General Experience:** Minimum three (3) years experience. Under general supervision performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Conducts accurate evaluation of the level of security required. Frequently reports to a Senior Security Engineer/ Manager.

**Minimum Education:** Bachelor's Degree in Information Systems Management; Certified as a MCSE (Security), UNIX, CISA, Network+, or SSCP.

## 3. Security Consultant

**Minimum/General Experience:** Minimum four (4) years industry experience including two (2) years subject field experience (networking/consulting/computer security/IT Audit). The Consultant will conduct risk assessments; communicate recommendations to clients in verbal and written format. Maintain up-to-date knowledge of security threats, countermeasures, security tools and network technologies. Develop and maintain client relationships. Perform network assessments and other client work related to professional services offerings and perform as team player during engagements or portions of engagements. Document findings and create reports for professional service clients; deliver the information in verbal and written format. Maintain technical proficiency, sharing knowledge throughout the firm through tool development, template enhancements and methodology enhancements. Identify and implement improvements in existing processes and procedures. Experience performing risk assessments, compliance audits (SOX, HIPAA, FISMA, ISO, COBIT, FFIEC, etc.), network pen tests, server configuration reviews, firewall reviews, etc. Excellent verbal and written communications skills required

**Minimum Education:** BS/BA Degree in CIS or other technical field. CISSP, MCSE, CCNA/CCIE certification helpful but not required



#### 4. C&A Information Technology Engineer

**Minimum/General Experience:** Minimum four (4) years experience. Under minimal supervision performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Performs all aspects of the certification and accreditation phases I and II. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Completes all documentation for C&A process. Ensures that user community understands and adheres to necessary procedures to maintain security. Conducts training. Conducts accurate evaluation of the level of security required. Provides management with status reports. Frequently reports to a Senior Security Engineer.

**Minimum Education:** BS/BA Degree in CIS or other technical field. CISSP

#### 6. Program Manager

**Minimum/General Experience:** A minimum of five (5) years of supervisory experience in managing large data processing systems projects that involve planning, analysis, design, development, or conversion/ implementation. Manages multiple projects; organizes, directs, and coordinates planning and production of customer's contract activities. Meets customer's management personnel to conduct top-level coordination, project oversight, progress reporting, and problem resolution. Formulates and reviews project plans and deliverable items, determines contract costs, and ensures conformance with standards. Assigns, schedules, and reviews work of subordinates. Explains customer's policies, purposes, and goals to subordinates.

**Minimum Education:** BS/BA Degree in an IT Field. The equivalent of a Bachelors Degree is three (3) year additional experience (minimum 7 years total experience).

#### 7. Senior Project Manager

**Minimum/General Experience:** A minimum of five (5) years supervisory experience in managing large data processing systems projects. Independently performs, or leads one or more project teams in performing data processing project tasks. Manages tasks within a task order. Organizes and coordinates planning and production of support activities. Meets with customer's management personnel to report progress, problems, and problem resolution. Formulates and reviews project plans and deliverable items and ensures conformance with standards. Assigns, schedules, and reviews work of subordinates. Explains policies, purposes, and project goals to subordinates.

**Minimum Education:** BS/BA Degree in an IT Field. The equivalent of a Bachelors Degree is three (3) year additional experience (minimum 7 years total experience).

#### 8. Senior Security Engineer/Project Leader (SME)

**Minimum/General Experience:** Directs and implements the necessary controls and procedures to cost-effectively protect information systems assets from intentional or inadvertent modification, disclosure, or destruction. Provides guidance and direction for the physical protection of information systems assets to other functional units. Provides reports to superiors regarding effectiveness of data security and makes recommendations for the adoption of new procedures. Assigns work to subordinates, monitors performance, and conducts performance appraisals. Interviews and makes recommendations for additional staff. Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery. Oversees and reviews the testing and implementation of software, data systems, and data networks to ensure that the integrity and security of all electronic data and data systems are adequately protected. Oversees and facilitates the preparation



of an organization-wide business resumption plan.

**Minimum Education:** 8 years experience in Information Assurance, CISSP, GIAC, CISA, and Bachelors Degree in Information Systems Management.

## 9. Security Analyst I

**Minimum/General Experience:** Under general supervision performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Conducts accurate evaluation of the level of security required. Provides management with status reports. Frequently reports to a Senior Security Engineer/ Manager.

**Minimum Education:** 5 years experience, MCSE, UNIX, and Bachelors Degree in Information Systems Management.

## 10. Technical Editor

**Minimum/General Experience:** Six years plus of general and progressively responsible experience in the field of technical documentation. Demonstrated ability to work independently or under only general direction on complex information systems problems; may also work as a member of a team. Reviews and approves documentation for technical processes and decisions by other documentation personnel. Documentation consists of text, illustrations, diagrams, indexes and other narrative media necessary to convey technical information to end users or decision makers.

**Minimum Education:** Bachelor's degree in the field of English, library science, information systems, computer science or other related disciplines.

## 11. Technical Writer

**Minimum/General Experience:** A minimum of three (3) years experience in writing and editing technical materials, two years of which involves ADP subjects. Assists project teams in collecting and organizing information required for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other deliverables and documents. Ensure that all documentation is in compliance with customer documentation requirements. Supervises technical writing support staff.

**Minimum Education:** High School Diploma.

**Table 1: GSA Labor Categories and Pricing**

GSA Labor Category		2008
<b>Labor Code</b>	<b>Management</b>	
PMS1	Program Manager/Sr. Security Engineer	95.71
PM2	Program Manager	82.33
PJ3	Senior Project Manager	100.75
<b>Information Technology</b>		
ITE	C&A Information Technology Engineer	81.61
<b>Information Assurance</b>		
SSS2	Senior Security Specialist	95.71
IA3	Senior Security Engineer/Project Leader (SME)	81.98
IA2	Security Consultant	85.64
SA3	Senior Security Analyst	76.29
SA2	Security Analyst	84.04
SA1	Security Analyst I	62.26
<b>Support Services</b>		
TW3	Technical Editor	56.42
TW1	Technical Writer I	45.34

The above prices are GSA prices that became effective 6/01/2008.

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

**NGS Software Warranty is for the number of years you purchase the software. Place of origin (Production Point) on NGS Software is United Kingdom (England).**

**Table 2: NGS Software Pricing**

<u>Item or part #</u>	<u>Manufacturer</u>	<u>Product Name</u>	<u>SIN #</u>	<u>Proposed GSA price with IFF</u>
SP5	NGSSoftware Ltd	License Type - Professional	132-32	\$5,362.96
SP10	NGSSoftware Ltd	1 Year	132-32	\$9,420.47
SP20	NGSSoftware Ltd		132-32	\$16,490.23
SP30	NGSSoftware Ltd		132-32	\$22,378.02
SP40	NGSSoftware Ltd		132-32	\$26,691.32
SP50	NGSSoftware Ltd		132-32	\$29,293.42
2SP5	NGSSoftware Ltd	License Type - Professional	132-32	\$9,117.04
2SP10	NGSSoftware Ltd	2 Year	132-32	\$16,014.79
2SP20	NGSSoftware Ltd		132-32	\$28,033.39
2SP30	NGSSoftware Ltd		132-32	\$38,042.64
2SP40	NGSSoftware Ltd		132-32	\$45,375.25
2SP50	NGSSoftware Ltd		132-32	\$49,798.81



<b>3SP5</b>	NGSSoftware Ltd	License Type - Professional	132-32	\$12,066.67
<b>3SP10</b>	NGSSoftware Ltd	3 Year	132-32	\$24,936.53
<b>3SP20</b>	NGSSoftware Ltd		132-32	\$37,103.02
<b>3SP30</b>	NGSSoftware Ltd		132-32	\$50,350.55
<b>3SP40</b>	NGSSoftware Ltd		132-32	\$60,055.48
<b>3SP50</b>	NGSSoftware Ltd		132-32	\$65,954.30
<b>SE100</b>	NGSSoftware Ltd	License Type - Enterprise	132-32	\$54,423.49
<b>SE150</b>	NGSSoftware Ltd	1 Year	132-32	\$77,405.72
<b>SE200</b>	NGSSoftware Ltd		132-32	\$95,942.35
<b>SE250</b>	NGSSoftware Ltd		132-32	\$108,569.12
<b>SE300</b>	NGSSoftware Ltd		132-32	\$113,918.86
<b>SE400</b>	NGSSoftware Ltd		132-32	\$130,828.07
<b>SEU</b>	NGSSoftware Ltd	<b>Unlimited</b>	<b>132-32</b>	<b>\$172,540.98</b>
<b>2SE100</b>	NGSSoftware Ltd	License Type - Enterprise	132-32	\$92,519.93
<b>2SE150</b>	NGSSoftware Ltd	2 Year	132-32	\$131,589.74
<b>2SE200</b>	NGSSoftware Ltd		132-32	\$163,101.99
<b>2SE250</b>	NGSSoftware Ltd		132-32	\$184,567.52
<b>2SE300</b>	NGSSoftware Ltd		132-32	\$193,662.06
<b>2SE400</b>	NGSSoftware Ltd		132-32	\$222,407.71
<b>3SE100</b>	NGSSoftware Ltd	License Type - Enterprise	132-32	\$122,452.85
<b>3SE150</b>	NGSSoftware Ltd	3 Year	132-32	\$174,162.88
<b>3SE200</b>	NGSSoftware Ltd		132-32	\$215,870.28
<b>3SE250</b>	NGSSoftware Ltd		132-32	\$244,280.54
<b>3SE300</b>	NGSSoftware Ltd		132-32	\$256,317.43
<b>3SE400</b>	NGSSoftware Ltd		132-32	\$294,363.15
<b>SPE5-14</b>	NGSSoftware Ltd	License Type - 14 Day	132-32	\$1,993.99
<b>SPE-10-14</b>	NGSSoftware Ltd		132-32	\$2,941.95
<b>SPE15-14</b>	NGSSoftware Ltd		132-32	\$3,885.24
<b>SPE20-14</b>	NGSSoftware Ltd		132-32	\$4,837.87
<b>SPE30-14</b>	NGSSoftware Ltd		132-32	\$5,781.17
<b>SPE40-14</b>	NGSSoftware Ltd		132-32	\$6,733.80
<b>SPE50-14</b>	NGSSoftware Ltd		132-32	\$7,677.09
<b>SPEU-14</b>	NGSSoftware Ltd		132-32	\$16,834.49
<b>SPE5-30</b>		License Type - 30 Day	132-32	\$2,993.32
<b>SPE10-30</b>	NGSSoftware Ltd		132-32	\$3,945.95
<b>SPE15-30</b>	NGSSoftware Ltd		132-32	\$4,889.24



<b>SPE20-30</b>	NGSSoftware Ltd		132-32	\$5,841.87
<b>SPE30-30</b>	NGSSoftware Ltd		132-32	\$6,780.50
<b>SPE40-30</b>	NGSSoftware Ltd		132-32	\$7,733.13
<b>SPE50-30</b>	NGSSoftware Ltd		132-32	\$8,676.42
<b>SPEU-30</b>	NGSSoftware Ltd		132-32	\$24,049.28
		Typhon/Dominoscan/Orascan/SQL Crack		
<b>TP Unlimited</b>	NGSSoftware Ltd	1 Year	132-32	\$138,032.78
<b>TP</b>	NGSSoftware Ltd		132-32	\$18,802.75
<b>DP</b>	NGSSoftware Ltd		132-32	\$18,802.75
<b>OP</b>	NGSSoftware Ltd		132-32	\$18,802.75
<b>CP</b>	NGSSoftware Ltd		132-32	\$868.58
		Annual Renewal Price		
<b>TP2</b>	NGSSoftware Ltd	2 Year	132-32	\$31,995.80
<b>DP2</b>	NGSSoftware Ltd		132-32	\$31,995.80
<b>OP2</b>	NGSSoftware Ltd		132-32	\$42,306.18
<b>TP3</b>	NGSSoftware Ltd	3 Year	132-32	\$42,306.18
<b>DP3</b>	NGSSoftware Ltd		132-32	\$42,306.18
<b>OP3</b>	NGSSoftware Ltd		132-32	\$42,306.18



### BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

#### Signatures

_____	_____	_____	_____
Ordering Activity	Date	Contractor	Date
			BPA NUMBER _____

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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



OFFICE

POINT OF CONTACT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
  - (b) Contract Number;
  - (c) BPA Number;
  - (d) Model Number or National Stock Number (NSN);
  - (e) Purchase Order Number;
  - (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



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

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

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

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

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

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

Here is a general outline on how it works:

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