

# Schedule 70

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

**SyberWorks, Inc. specializes in custom e-Learning solutions, learning management systems, course authoring and course development.**

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-51 Information Technology (IT) Professional Services

### **SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Communications Software

Microcomputers

Application Software

Communications Software

### **SIN 132-34 - MAINTENANCE OF SOFTWARE**

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

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D316 IT Network Management Services

FPDS Code D317 Automated News Services, Data Services, or Other  
Information Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

FPDS Code D304 Value Added Network Services (VANs)

FPDS Code D304 E-Mail Services

FPDS Code D304 Internet Access Services

FPDS Code D304 Navigation Services

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified –  
Except “Voice” and Pager Services

SyberWorks GSA Contract Number: GS35F0735P

Period of Award: The contract is valid from August, 11th, 2004 through August 10th, 2014.

Price list is current through modification #:P0009 dated 7/20/2009.

**SyberWorks, Inc.**  
**411 Waverley Oaks Road**  
**Building 3, Suite 319**  
**Waltham, MA 02452**  
**Phone: 781-891-1999**  
**Fax: 781-891-1994**  
[www.syberworks.com](http://www.syberworks.com)

**GSA Representative at SyberWorks:** Attention: *Marketing Director*

#### 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 micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!(on-line shopping service ([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))) contain information on a broad array of products and services offered by small business concerns.

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

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

#### 1. GEOGRAPHIC SCOPE OF CONTRACT:

SyberWorks has no geographic limitations on where they can do business because of the nature of our products and services.

#### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

**SyberWorks, Inc**  
**411 Waverley Oaks Road**  
**Building 3, Suite 319**  
**Waltham, MA 02452**  
**Phone: 781-891-1999**

**Fax: 781-891-1994**  
[www.syberworks.com](http://www.syberworks.com)

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:

**Phone: 781-891-1999**  
**Fax: 781-891-1994**

### 3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule  
 Block 16: Data Universal Numbering System (DUNS) Number: 006716252  
 Block 30: Type of Contractor - B. Other Small Business

Other Small Business

Block 31: Woman-Owned Small Business - NO  
 Block 36: Contractor's Taxpayer Identification Number (TIN):  
 043292841

- a CAGE Code: 3TRU0
- b 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)	
132-33 _____	15__ Days
132-34 _____	...***__ Days

132-51

\*\*\*\* Days

- b Expedited Delivery: 7 Days  
\*\*\*As stated in the after sales maintenance plan [Tab Sales and Service Requirements]. \*\*\*\*The delivery schedule will be negotiated with the ordering agency and will be based upon the delivery order statement of work
  - c 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 Prompt Payment: 5%-10 days; NET 30 from receipt of invoice or date of acceptance, whichever is later.
  - b Dollar Volume Discounts:
    - 1. 5% Discount on all orders over 100K
    - 2. An ordering agency will be given a discount when the size of any one order exceeds \$500,000. The amount of the discount will be negotiated with the ordering agency for orders with dollar amounts over \$500,000.
  - c Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
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 \$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 132-33 - Perpetual Software Licenses Special Item

Number 132-34 - Maintenance of Software Special Item Number 132-51 -  
Information Technology (IT) Professional Services

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.**

In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--
  1. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  2. Trade-in considerations;
  3. Probable life of the item selected as compared with that of a comparable item;
  4. Warranty considerations;
  5. Maintenance availability;
  6. Past performance; and
  7. Environmental and energy efficiency considerations.
- c Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that

- exceeds the maximum order threshold, ordering activities shall-- Review additional Schedule Contractors'
1. Catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
  2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
  3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate. NOTE: For orders exceeding the maximum order threshold, the Contractor may:
    4. Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
    5. Offer the lowest price available under the contract; or
    6. Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.
- f Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

### 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 the 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.
- 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. 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-

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

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)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows: "BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## 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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, 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 or within the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

## 23. SECTION 508 COMPLIANCE

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 contractor's website. [www.syberworks.com/section508.htm](http://www.syberworks.com/section508.htm).

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(2) (d) c. c. b.

## 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 PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

## 1. INSPECTION/ACCEPTANCE

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

## 2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- 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.
- d. Unless otherwise specified in the individual delivery order, all e-Learning related products sold under this contract are warranted for a period of 6 months as opposed to our normal 90-day commercial warranty.
- e. **Six Month Government Warranty:** Seller warrants to Buyer, its successors, and customers that all items furnished will be free from defect in material and workmanship for a period of six (6) months after delivery to Buyer (or for such longer period as specified on the face of this order or extended by Seller in any warranty to any other customer for similar terms during the term of this order), will conform to applicable specifications, specified performance requirements, samples, and other descriptions furnished or specified by Buyer, will be merchantable, suitable for the intended purposes, and free from all other defects, including defects in design, to the extent such items are not of a detailed design furnished by Buyer.
- f. In the event Seller is required to replace or correct any component or any item as a result of breach of the foregoing warranty, the running warranty period for the time of which the defective component is a part shall be suspended from the date Seller received notice of the breach of warranty until the date the component is replaced or corrected, and this portion of the warranty period.
- g. Buyer's approval of Seller's samples or first articles shall not be construed as a waiver by the Buyer of any requirement of the specifications, specified performance requirements, and/or other referenced descriptions applicable here to or of any express or implied warranty. Seller shall provide to Buyer data and reports applicable to any correction, or for under this warranty (including revision and updating of all affected data called for under this order) and Seller shall bear the cost thereof. The Seller hereby acknowledges that Seller has represented and this order has been entered into under the basis that Seller has reviewed and accepted the specified

performance requirement (s) as set forth in this order and that Seller assumes all risks and full responsibility for meeting said performance requirement (s).

- h. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the specified product performance requirements and Seller's proposal for the item (s) being purchased herein warrants that the item (s) to be requirements of this order. The above warranty is valid only if the defective item is not the result of unauthorized modification, vandalism, negligence, accident, abnormal use, or incorrect installation (unless installed by the Seller).

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **888-642-7078** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am EST to 5pm EST.

### 4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
- 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. PERPETUAL LICENSES (132-33)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Perpetual licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for or maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, or maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance 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 \_\_\_\_\_% 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 \_\_\_\_\_ \* 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 - (132-33,)

- 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 - (132-33)

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 perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

## 10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

SIN: 132-33-34

### 1. SyberWorks Training Center

#### A. SyberWorks Training Center is used for managing employee training.

The SyberWorks Training Center Employee Training version is a Web-based Learning Management System that provides **complete** solutions for managing and tracking all types of training at your organization - from e-Learning courses to traditional classroom training and self-paced study programs with a built in help desk functionality. The STC includes extensive testing and assessment tools, reporting, search functionality, management, communication and collaboration tools, and quality control capabilities - all in one integrated database application that is highly scalable to precisely meet your organization's needs.

#### B. Components:

##### a. Course Development & Enhancement

SyberWorks Web Author, which is included with the SyberWorks Training Center, converts materials written in Microsoft Word into highly interactive and fully functional e-Learning materials. All courses can be AICC/SCORM compliant. In addition, the STC also allows you to:

1. Create your own complete online learning portals
2. Support multiple campuses with their own look and feel
3. Create just-in-time training and reference materials with SyberWorks Keyword Search
4. Create highly interactive e-Learning with SyberWorks Web Author

##### b. Instructional Management & Reporting

The SyberWorks Training Center includes many administrative features such as calendar events, Campus Administration, Campus Messaging, class and course administration, database maintenance and loader utility, discussion groups, file, glossary and hierarchy administration, monitoring groups, posting categories, roles, skills, and subject matter administration, survey administration, system status utilities, test definition, tickler profiles and user administration. The SyberWorks Training Center offers multiple levels of authority along with controlled access to your courses with user ID, password, and date-range authorizations to ensure security.

The SyberWorks Training Center has over 40 standard reports that allow you to keep track of students individually, monitor entire classes, and utilize multiple private campuses quickly and easily! These reports track: campus and course activity, help desk activity, hierarchy reporting, job skills reporting, quality control reporting, results reporting, survey reporting and various other miscellaneous reports. In the STC, you can:

1. Manage and track e-Learning courses, classroom training, self-paced study programs, and other types of learning events
2. Enter and edit students and classes
3. Install and control access to courses
4. Utilize extensive reporting (with more than 40 standard reports) to ensure that users are achieving maximum benefit from their e-Learning and other learning experiences
  - a. Institutional reporting allows larger organizations to easily keep track of their training along departmental lines
  - b. Use pre-tests and post-tests to measure learning gains
  - c. Track amount of time spent in courses

### **C. Virtual Classroom for Blended Learning**

When an Instructor or Administrator creates a class in SyberWorks Training Center, the class is supported with a "Class Page." The Class Page is ideal for providing asynchronous instructor-led online classes or to use for a blend of online and offline training. From the "Class Page" a student can:

1. Take any Web based training course authorized to the class
2. Take any test or quiz authorized to the class
3. Participate in any discussion groups authorized to the student in the class
4. Upload and download files and documents to the "Class Page" to be accessed by other students or only the instructors and administrators
5. See when other students enrolled in the class are in the class chat room

The "Class Page" may consist of announcements, lessons, bios, manuals, notes, assignments, etc. In fact, any kind of document/file can be published to the "Class Page" by defining a posting category administratively and then uploading a file to the designated "Class Page." Students can view/download files (by clicking on a document link) as well as upload a document to a posting category on the "Class Page" based on student access rights.

### **D. Two-Way Communication & Collaboration Tools**

The SyberWorks Training Center allows you to foster communication, using a built-in Help Desk, Threaded Discussion Groups, Messaging (including broadcast), Chat, and Web Conferencing features, which are part of the system and fully supported.

## **E. Web Conferencing & Collaboration**

Use the STC's Web Conferencing tool to deliver just-in-time learning, schedule and conduct meetings, and share presentations. With STC Web Conferencing, you can:

1. Upload PowerPoint presentations for viewing over the Web
2. Share desktops to provide superior customer support or to conduct product demonstrations during a sales demonstration
3. Record and control audio conferencing that can be synched up with a web conference and archived for later use
4. Collaborate in real-time updating, editing, and amending to any and all types of business documents
5. Use the whiteboard to present ideas graphically in real time

## **F. Broadcast E-Mails to Announce and Notify Users of Your Training**

The system allows you to send individual and group email that you may customize using personalization with substitution fields.

The STC allows you to send bulk e-mails to groups based on queries that you define. For instance, you can send e-mail to everyone in a class or everyone in a campus; to those who have started a course but not yet passed it; to those who have passed a course; or to a Monitor Group - which is created by running an arbitrarily defined query to the database (e.g., all government inspectors in North America).

## **G. Tickler System**

The Tickler system allows you to easily maintain contact with students and employees. It's a streamlined, efficient system - set up your tickler profiles and then have the system send out messages for you.

For example, someone has been authorized to take a course and that authorization is ending in 5 days. Have the system automatically notify the person that they need to finish the course. Or send an e-mail to someone 60 days after they've finished a course to suggest they take another one.

You can build a tickler profile based on the start and end dates of training events, when a user has passed a course, or when a recertification period is approaching. The STC allows you to create many kinds of Ticklers, including:

1. Notices about instructor-led and online self-paced courses
2. Reminders to individuals that they are registered for a classroom course and that they need to be somewhere on a certain date
3. E-mails to individuals and their supervisors that a recertification period is approaching
4. Reminders about Skills and Event recertification
5. Notices to anyone who has passed a specific course

## 6. Reminders about course start and end dates

### H. Seminar Logistics Module

The seminar logistics module enables the user to create and manage classes in a more advanced way than class administration. The SyberWorks Seminar Logistics Module is designed as a tool for planning, organizing and the execution of seminars and offsite training in terms of scheduling, staffing, enrollments, contacts, lodging, and materials with e-Commerce integrated into the SyberWorks Learning Management System.

### 2. Software Products Pricing (Price Per Server) for SyberWorks Training Center Enterprise Edition (STCE) using the SQL Server Database

Number of Active Users*	GSA Software Product	GSA Support and Upgrades**
250	\$9,500	\$1,900
500	\$14,250	\$2,850
1000	\$19,000	\$3,800
2000	\$28,500	\$5,700
4000	\$36,000	\$7,200
8000	\$54,000	\$8,360
Unlimited	\$72,000	\$8,800

### 3. Software Products Pricing (Price Per Server) for SyberWorks Training Center Professional Edition (STCP) for Access Database

Number of Active Users*	GSA Software Product Price Per Server**	GSA Support and Upgrades**
Unlimited	\$7,125	\$1,425

### 4. Software Module Add-On (for either STCE or STCP)

#### A. E-Commerce

E-Commerce capabilities give the STC the flexibility your users need, as well as the functionality for your training programs to produce their own revenue stream.

Users can view and search a course catalog and register online, and then simply add the course to their shopping cart. Depending on your organization's model, the user can pay directly for the course with a credit card, or can provisionally register - before registration is complete, a supervisor must approve the selection.

The E-Commerce module includes: merchant account set up and maintenance, pricing set up, orders and order data reports, and credit card payments with secure transaction authentication.

## **B. Single Sign-On**

Self-authentication module that allows your users to be able to log into the entire application without having to directly log into the individual application points within the Learning Management System (LMS).

## **C. Campus Graphics**

Development of all user interface layouts and graphic images used in the LMS.

## **D. Authoring Template Graphics**

Development of all course authoring template graphic images.

## **E. Language Pack**

The SyberWorks language pack includes language conversion capabilities used in e-Learning for course authoring and development activities. (Languages include: French, Spanish, and Chinese).

## **F. Skills Management Inventory/Training Plans Module**

Use the STC's Skills Management feature for Compliance Management and individual career development.

Skills Management is a way of categorizing specific skill sets of individuals within a company or organization and mapping them to job roles and learning events. A job role within an organization requires certain skills - for instance, to be a bookkeeper, one must have mastered arithmetic, accounting, and so on. To demonstrate proficiency or mastery of a skill, an individual must complete a learning event or group of learning events. For example, to prove mastery of arithmetic, a student must pass Math 101 and Math 102. A learning event represents a specific task or event; for example, a six month apprenticeship; successful completion of a classroom course; or recertification in a specified area.

The Skills Management module includes: job roles, skills, learning events, certifiers, job role assignments, skill assignments, learning events assignments, and job skill reports features. Skills Management is an essential component of Compliance Management. Some skills can expire, such as an OSHA certification that must be renewed every 6 months. Skills Management allows individuals and their supervisors to stay on top of these learning events - an essential element of compliance.

## **G. Survey Module**

SyberWorks Online Survey makes creating and sending online surveys a snap. Online surveys can help to provide important information on your courses. SyberWorks Surveying features 5 question types, such as short answer, long answer, single select, multiple select, and Likert scale-question types, with easy editing and online publishing tools.

## **H. Seminar Logistics Module**

The Seminar Logistics module enables the user to create and manage classes in a more advanced way than Class Administration. The SyberWorks Seminar Logistics Module is designed as a tool for planning, organizing and the execution of seminars and offsite training in terms of scheduling, staffing, enrollments, contacts, lodging, and materials with e-Commerce integrated into the SyberWorks Learning Management System.

## **I. Mobile Learning**

Courses can be installed from a CD-ROM or downloaded from the Internet over wireless network so the user always has the most up-to-date version of the course. Control over the use of the course is always maintained because the course won't run unless it receives an authorization string from the system. When the user is finished with a lesson, results can be uploaded back to the STC when the user reconnects to the network.

## **J. SyberWorks Web Author**

SyberWorks Web Author creates Web-based AICC/SCORM compliant training courses with audio, video, and software demonstrations. The tool is fast, easy to use and requires no programming knowledge to create online courses. Automatically adds navigation features and bookmarking capabilities. Simultaneously builds pre-test, post-test, and lesson feedback sections. The SyberWorks Web Author allows you to design and redesign courses as needed.

## **K. SyberWorks Demonstrator**

The SyberWorks Demonstrator is included with SyberWorks Web Author, and is an efficient, quick Java applet that provides floating control panels and interactive graphics for your users. Information is streamed so your demonstration can start right away while additional information is loaded in the background. No plug-ins are required!

## **L. Web Conferencing Module**

SyberWorks offers customers the opportunity to purchase a license to host the web conference application to your server.

1)

<b>Software Module</b>	<b>GSA License Price**</b>
<b>Single Sign-on</b>	\$2,375.00
<b>Campus Graphics</b>	\$1,425.00
<b>Authoring Template Graphics</b>	\$1,425.00
<b>Language Pack</b>	\$2,612.50
<b>Skill Inventory/Training Plans Module</b>	20% of License Price
<b>Survey Module</b>	20% of License Price
<b>Seminar Logistics</b>	20% of License Price
<b>SyberWorks Web Author</b>	\$845.00-Yearly Upgrade \$285.00
<b>Web Conferencing Module</b>	
10 Concurrent connections	\$5,700.00
15 Concurrent connections	\$7,125.00
20 Concurrent connections	\$8,550.00
25 Concurrent connections	\$9,975.00
50 Concurrent connections	\$19,000.00
100 Concurrent connections	\$34,200.00
200 Concurrent connections	\$66,500.00
250 Concurrent connections	\$76,000.00
<b>E-Commerce Module</b>	
Professional Edition License	\$1,425.00
250 User License	\$1,900.00
500 User License	\$2,612.50
1000 User License	\$2,612.50
2000 User License	\$2,612.50
4000 User License	\$2,612.50
8000 User License	\$2,612.50
Unlimited User License	\$2,612.50
<b>Mobile Learning Module</b>	
Professional Edition License	\$783.75
250 User License	\$1,045.00
500 User License	\$1,567.50
1000 User License	\$2,090.00
2000 User License	\$3,135.00
4000 User License	\$3,960.00
8000 User License	\$5,940.00
Unlimited User License	\$7,920.00

- Three copies of SyberWorks Web Author (SWA) for course development are included in the SyberWorks Learning Management system price. Additional copies are available for \$845.00\*\* each. For customers who buy the SWA by itself, a Support and Upgrade Contract is available for \$300.00\*\* per year.
- Unlimited copies of SyberWorks Template and SyberWorks Demonstrator are included in the price.
- Additional copy of server for course development and staging which supports 50 users is provided for no extra charge.
- Installation assistance and training are available at \$1,200.00\*\* per day plus travel and all related expenses.
- An Active User is a user who can access the functions of the SyberWorks Training Center. A flag on the user's record controls this access. When a student no longer needs to access the system, you can switch this flag to inactive and the user no longer counts toward the license limit. For example, you may have 2000 users on the system, but only 400 are active. This means that a 500-user license would be sufficient.

## 2. Software Module Support and Upgrade

### E-Commerce Support and Upgrade

Item Number	GSA Price
P-REGCOM-M	\$285.00
E-REGCOM-250M	\$380.00
E-REGCOM-500M	\$570.00
E-REGCOM-1000M	\$760.00
E-REGCOM-2000M	\$1,140.00
E-REGCOM-4000M	\$1,440.00
E-REGCOM-8000M	\$2,160.00
E-REGCOM-UNLMTD-M	\$2,880.00

### Skills Management Module Support and Upgrade

Item Number	GSA Price
P-SKILLS	\$285.00
E-SKILLS-250M	\$380.00
E-SKILLS-500M	\$570.00
E-SKILLS-1000M	\$760.00
E-SKILLS-2000M	\$1,140.00
E-SKILLS-4000M	\$1,440.00
E-SKILLS-8000M	\$2,160.00
E-SKILLS-UNLMTD-M	\$2,880.00

### Online Survey Module Support and Upgrade

Item Number	GSA Price
P-SRVY-M	\$285.00
E-SRVY-250M	\$380.00
E-SRVY-500M	\$570.00

E-SRVY-1000M	\$760.00
E-SRVY-2000M	\$1,140.00
E-SRVY-4000M	\$1,440.00
E-SRVY-8000M	\$2,160.00
E-SRVY-UNLMTD-M	\$2,880.00

#### Seminar Logistics Module Support and Upgrade

Item Number	GSA Price
P-CLSLOG-M	\$285.00
E-CLSLOG-250M	\$380.00
E-CLSLOG-500M	\$570.00
E-CLSLOG-1000M	\$760.00
E-CLSLOG-2000M	\$1,140.00
E-CLSLOG-4000M	\$1,440.00
E-CLSLOG-8000M	\$2,160.00
E-CLSLOG-UNLMTD-M	\$2,880.00

#### Mobile Learning Support and Upgrade

Item Number	GSA Price
P-MOBILE-M	\$285.00
E-MOBILE-250M	\$380.00
E-MOBILE-500M	\$570.00
E-MOBILE-1000M	\$760.00
E-MOBILE-2000M	\$1,140.00
E-MOBILE-4000M	\$1,440.00
E-MOBILE-8000M	\$2,160.00
E-MOBILE-UNLMTD-M	\$2,880.00

#### Web Conferencing Support and Upgrade

Item Number	GSA Price
LO-29-40010E-M	\$1,140.00
LO-29-40015E-M	\$1,425.00
LO-29-40020E-M	\$1,710.00
LO-29-40025E-M	\$1,995.00
LO-29-40050E-M	\$3,800.00
LO-29-400100E-M	\$6,800.00
LO-29-400200E-M	\$13,300.00
LO-29-400250E-M	\$15,200.00

## **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 and 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. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 - Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- a. When ordering services, ordering activities shall-
1. Prepare a Request (Request for Quote or other communication tool):
    - i. A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
    - ii. The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
    - iii. The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
    - iv. The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.
  2. Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:  
NOTE: When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51.

The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- i. The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
  - ii. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
  - iii. In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
  - iv. Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.
3. Evaluate Responses and Select the Contractor to Receive the Order:  
After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)
- b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall-
1. Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
    - i. **SINGLE BPA:** Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
    - ii. **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

2. Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- c. The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- d. When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- e. The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

#### **4. 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 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.

#### **5. 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.

## **6. INSPECTION OF SERVICES**

The Inspection of Services-Fixed Price (AUG 1996) 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) 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 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 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 services 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 I (APR 1984) 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 (DEC 2002) 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 offered under Special Item Numbers 132-51. IT 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 shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

## **70-SIN: 132-51 Professional Information Technology Services**

Labor Category  
Qualifications  
Job Summary  
GSA Rate

### **Education may be substituted for experience and vice versa**

Hourly Wage

*Project Manager*

Bachelors Degree & 5 years of high tech project management experience.

Assist project teams to develop and implement project plans (specifications, time estimates, schedules, etc.). Ensure effective client communication, to include regular status reporting, completion of deliverables, invoicing, and overall project. Oversee all phases of development for a project, including but not limited to: analysis, design, development, quality, assurances, and implementation. Travel may be required to fulfill specific duties.

\$118.75\*

*Course Developer*

Bachelors Degree & 5 years specific experience

Develop, publish, and maintain course development standards and adult learning strategies for use when developing technology-based training. Manage course development process and integrate instructional design standards, adult learning strategies, and graphics into the scope of work for consulting projects in collaboration with project team personnel. Design and develop technology-based training as needed, using SyberWorks Web Author and SyberWorks Web Audio. Communicate with client as needed throughout the consulting project, including travel to client site as necessary. Ensure timely and appropriate completion of online courses. Must have experience with HTML and Java Script.

\$104.50\*

*Programmer*

Bachelors Degree and 5 years specific experience.

Performs direct technical work on projects. Works under supervision and codes, installs, operates, uploads, maintains, configures, troubleshoots, and repairs the system. Experience with SQL, Visual Basic, Java Script, HTML, Access, Java, C, C++, Visual C++, Visual Basic. NET, Pascal, Python, PHP, LISP, Unix, Apache, My Sequel, REXX

\$104.50\*

**Web Designer**

Bachelors Degree and 4 years specific experience.

Builds and installs web sites. Creates. designs, and develops graphics files. Must know HTML, Photoshop, Flash, Illustrator, and HomeSite

\$80.75\*

*Technical Support Specialist*

Bachelors Degree and 3 years specific experience.

Provides ongoing technical support and administrative (product and deliverable related) support for clients throughout the consulting project to support client in performing software development tasks. Communicate with client via-telephone or travel to client site as necessary as required to troubleshoot and resolve specific issues.

\$76.00\*

*Administrative Assistant/Support*

Associates degree and 4 years general experience.

Performs general administrative tasks, knows HTML, supports project team.

\$71.25\*

**SIN 132-52 ELECTRONIC COMMERCE SERVICES**

**1 Web Hosted Solutions**-SyberWorks will host your training programs using our learning management system technology\*

<b>Description</b>	<b>GSA Price**</b>
Setup: create a graphically branded web-based learning portal including SyberWorks Web Author course authoring graphics to create, host, and track training on SyberWorks server.	\$4,180.00
Monthly campus usage for each person accessing the campus in a month	\$9.50
<b>E-Commerce</b>	\$1,425.00
<b>Language Pack</b>	\$2,612.50
<b>Mobile Learning in Hosted Campus Per User</b>	\$47.50

<b>Hierarchical Report</b>	NC
<b>Integrated Audio/Web conference capabilities:</b>	
Moderator ID for 10 Web conference participants	\$285.00 P/Y
Moderator ID for 15 Web conference participants	\$427.50 P/Y
Moderator ID for 20 Web conference participants	\$570.00 P/Y
Moderator ID for 25 Web conference participants	\$712.50 P/Y
Moderator ID for 50 Web conference participants	\$1,425.00 P/Y
Moderator ID for 100 Web conference participants	\$2,850.00 P/Y
Audio conferencing per user per minute (includes toll-free number for US)	14¢
Archive a conference	\$95.00
*Hosted solutions include the Skills Module, the Survey Module, Seminar Logistics, and Single Sign-on in the private campus setup.	

## 2. Hosted Solutions Usage Discount Schedule:

GSA Monthly Usage Fees and Discount Schedule	
Number of Active Users/Month	Price per Active User per month
1 - 150	\$9.50
151 - 300	\$7.50
301 - 600	\$5.50
601+	\$4.50

- The \$9.50 per month is for the first 150 active users. For next 150 active users (151 - 300), the price per month is \$7.50 per active user. For the next 300 active users (301 - 600), the price per month is \$5.50 per active user. See example below:

Example: During the month, 200 users access the Campus.

$$\text{Fee} = (150 \times \$9.50) + (50 \times \$7.50)$$

$$\text{Fee} = \$1,800.00$$

- Support and upgrades for hosted campuses are included for no extra charge.
- Three or fewer participants may use web conferencing without integrated audio conferencing.
- If there is a need to hold multiple conferences at the same time, a separate Moderator ID is needed for each conference.

### 3. Annual Student Management Hosting Fee Plan

<b>Annual Usage/Hosting Fee per User</b>					
<b>Number of Users per Year</b>	<b>Price Per User</b>	<b>Annual Fee</b>	<b>Overage Fee Per User</b>	<b>GSA Annual Price</b>	<b>GSA Overage Fee Per User</b>
<b>100</b>	\$40	\$4,000	\$45	\$3,800	\$42.75
<b>250</b>	\$30	\$7,500	\$35	\$7,125	\$33.25
<b>500</b>	\$20	\$10,000	\$25	\$9,500	\$23.75
<b>1,000</b>	\$12	\$12,000	\$20	\$11,400	\$19.00
<b>2,000</b>	\$10	\$20,000	\$20	\$19,000	\$19.00
<b>4,000</b>	\$8	\$32,000	\$16	\$30,400	\$15.20
<b>8,000</b>	\$6	\$48,000	\$12	\$45,600	\$11.40
<b>16,000</b>	\$5	\$80,000	\$10	\$76,000	\$9.50
<b>24,000</b>	\$4	\$96,000	\$8	\$91,200	\$7.60

#### Course Bandwidth Usage

Network Traffic from course uploads and downloads (30GB/mn included)

Additional Network Traffic above 30GB/mn is invoiced at \$100.00 per 15GB/mn increments---GSA price of \$95.00 per 15 GB/mn increments

### 4. Web-based Product Training Services

These services are performed upon system implementation with product training given via web conferencing.

<b>MFR Part Number</b>	<b>Product Description</b>	<b>GSA Price (col. B)</b>	<b>GSA Price with IFF</b>	<b>Warranty</b>	<b>SIN</b>
<b>WBPTS</b>	<b>Web-based Product Training Services are performed upon system implementation</b>	<b>\$190.00</b>	<b>\$190.00</b>	<b>6 Months</b>	<b>132-52</b>

## 17. GUARANTEE/WARRANTY

- a. Unless otherwise specified in the individual delivery order, all e-Learning related customization sold under this contract are warranted for a period of 6 months as opposed to our normal 90-day commercial warranty.
- b. Six Month Government Warranty: Seller warrants to Buyer, its successors, and customers that all items furnished will be free from defect in material and workmanship for a period of six (6) months after delivery to Buyer (or for such longer period as specified on the face of this order or extended by Seller in any warranty to any other customer for similar terms during the term of this order), will conform to applicable specifications, specified performance requirements, samples, and other descriptions furnished or specified by Buyer, will be merchantable, suitable for the intended purposes, and free from all other defects, including defects in design, to the extent such items are not of a detailed design furnished by Buyer.
- c. In the event Seller is required to replace or correct any component or any item as a result of breach of the foregoing warranty, the running warranty period for the time of which the defective component is a part shall be suspended from the date Seller received notice of the breach of warranty until the date the component is replaced or corrected, and this portion of the warranty period.
- d. Buyer's approval of Seller's samples or first articles shall not be construed as a waiver by the Buyer of any requirement of the specifications, specified performance requirements, and/or other referenced descriptions applicable here to or of any express or implied warranty. Seller shall provide to Buyer data and reports applicable to any correction or for under this warranty (including revision and updating of all affected data called for under this order) and Seller shall bear the cost therefore. The Seller hereby acknowledges that Seller has represented and this order has been entered into under the basis that Seller has reviewed and accepted the specified performance requirement (s) as set forth in this order and that Seller assumes all risks and full responsibility for meeting said performance requirement (s).
- e. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the specified performance requirements and Seller's proposal for the item (s) being purchased herein warrants that the item (s) to be requirements of this order. The above warranty is valid only if the defective item is not the result of unauthorized modification, vandalism, negligence, accident, abnormal use, or incorrect installation (unless installed by the Seller).

## **USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

### **PREAMBLE**

(SyberWorks) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged, and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

## COMMITMENT

To actively seek and partner with small businesses. To identify, qualify, mentor and develop small, small disadvantaged, and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged, and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities, please contact Mary Kay Lofurno, Director of Marketing and Government Contracts, phone: 781-891-1999, [mklofurno@syberworks.com](mailto:mklofurno@syberworks.com), fax: **781-891-1994**.

## **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:

Name of Contractor;

- a) Contract Number;
- b) BPA Number;
- c) Model Number or National Stock Number (NSN);
- d) Purchase Order Number;
- e) Date of Purchase;
- f) 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
- g) 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 ordering activity requirements.

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

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract. Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

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

Here is a general outline on how it works:

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

SyberWorks Final GSA Contract Office Vers. 8/14/2007, current through modification # PO007  
Phone: 781-891-1999 GSA Contract Number: GS35F0735P