



Authorized Information Technology Schedule Pricelist

General Services Administration
Federal Supply Service



Federal Supply Service
U.S. General Services Administration



**AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION
TECHNOLOGY
SCHEDULE PRICELIST**

**GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE AND SERVICES**

Special Item Numbers (SIN)	Products/Services
132-33	Perpetual Software License
132-34	Maintenance of Software
132-50	Training Courses
132-51	Information Technology Professional Services
132-52	Electronic Commerce Services

SIN 132-33 Perpetual Software License

FSC Class	Category Code
7030	INFORMATION TECHNOLOGY SOFTWARE Application Software

SIN 132-50 Training Courses

FPDS Code U012	TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE On-Site Training Courses
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SIN 132-51 Information Technology Professional Services

FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified
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Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

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

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

SIN 132-52 Electronic Commerce (EC) Services

FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services
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Contractor:

SPARTA, Inc.
5875 Trinity Parkway, Suite 300
Centreville, VA 20120
Phone: (703) 988-9020
Fax: (703) 988-9027
Internet: www.sparta.com

Contract Number: GS-35F-5206H

Period Covered By Contract:
May 1, 1998 through April 30, 2013

**General Services Administration
Federal Supply Service**

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

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CONTRACT MODIFICATIONS

This Schedule Contract Pricelist includes Modifications through Extension Modification effective 12/23/09.



INFORMATION FOR ORDERING ACTIVITIES

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). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (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:

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

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

The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:

a. ORDERING ADDRESS.

SPARTA, Inc.
4901 Corporate Drive,
Suite 102
Huntsville, AL 35805
Attn: GSA Order/ Joe Hidalgo

b. PAYMENT ADDRESS.

SPARTA, Inc.
25531 Commercentre Drive, Suite 120
Lake Forest, CA 92630-8873
Attn: GSA Accounts Receivable

c. GOVERNMENT CREDIT CARDS. 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 will be printed on the invoice.

d. TECHNICAL AND/OR ORDERING ASSISTANCE. Below are the telephone number(s) that can be used by ordering activities to obtain technical and/or ordering assistance.

ShareIT Order Assistance800-811-5478 ext. 1399

LogMAIT® Ordering Information
Assistance800-811-5478 exts. 1548 or 1652

ShareIT Technical Information
Assistance800-811-5478 exts. 1548 or 1652

LogMAIT® Technical Information
Assistance800-811-5478 exts. 1548 or 1652

ShareIT E-Mail Assistance for SIN 132-52
(EC Services)shareit@huntsville.sparta.com

LogMAIT® E-Mail Assistance for SIN 132-52
(EC Services)logmaint@sparta.com

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:

a. Information for Field Buying Offices to Complete Standard Form 279, Federal Procurement Data System (FPDS) Individual Contract Action Report.

- Block 9: G (Order/Modification Under Federal Schedule).
- Block 16: Contractor Establishment Code (DUNS) is 03-826-7076.
- Block 30: Type of Contractor is (C) Large Business.
- Block 31: Woman-Owned Small Business (No).
- Block 36: Contractor's Tax Identification Number (TIN) is 63-0775889.

b. CAGE CODE: 5S145 (for DD Form 350).

c. Contractor has registered with the Central Contractor Registration Database.

5. F.O.B. POINT:

- a. Destination for the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.
- b. Point of Exportation for all other overseas locations. In place of an delivery/installation date for equipment or software, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for shipping charges and reimbursement for any exporting fees or costs associated with delivery to the Government's location must be included on the Government order for equipment and software.

6. COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULES):

- 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.

For ShareIT and LogMAIT @:

Items or Groups of Items SIN or Nomenclature	Delivery Time (Days ARO)
132-33.....	30

- b. **EXPEDITED DELIVERY TIMES.** Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor based on the availability of product inventory. Delivery times of 1-90 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor.
- c. **OVERNIGHT AND 2-DAY DELIVERY TIMES.** When schedule customers require overnight or 2-day delivery, agencies are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced. Authorization must be included on the Government order for products.
- d. **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:

- a. **PROMPT PAYMENT.** Prompt payment is 0%, Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. **QUANTITY.** For ShareIT and LogMAIT @:Software under Special Item Number 132-33 the Government shall be afforded quantity pricing on a per product, per order basis, per the prices set forth in the pricelist.
- c. **DOLLAR VOLUME.** None.
- d. **GOVERNMENT EDUCATIONAL INSTITUTIONS.** Government Educational Institutions are offered the same discounts as all other Government customers.
- e. **DISCOUNT FOR USE OF GOVERNMENT COMMERCIAL CREDIT CARD.** None.
- f. **OTHER.** None.
- g. **PRICES.** All prices shown herein are net Government prices unless otherwise indicated.

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 available within the scope of this contract.

10. SMALL REQUIREMENTS:

The minimum dollar value of an order for delivery to one destination is \$100.00.

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

- a. **SPECIAL ITEM 132-33 - PERPETUAL SOFTWARE LICENSE.** The maximum dollar value per order will be \$500,000 for all Perpetual Software Licenses.
- b. **SPECIAL ITEM 132-34 – MAINTENANCE OF SOFTWARE.** The maximum dollar value per order for all maintenance of software will be \$500,000.
- c. **SPECIAL ITEM 132-50 - TRAINING COURSES.** The maximum dollar value per order for all training courses will be \$25,000.
- d. **SPECIAL ITEM 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES.** The maximum dollar value per order will be \$500,000 for all Information Technology Services.
- e. **SPECIAL ITEM 132-52 - ELECTRONIC COMMERCE (EC) SERVICES.** The maximum dollar value per order for all EC services will be \$500,000.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/ TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:

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!:

The 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 category(ies).

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

17. PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

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

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all overseas location orders for purchase of equipment, purchase of software, maintenance of software and professional IT services in areas listed in the pricelist outside the 48 contiguous states, the District of Columbia, Alaska, Hawaii and the Commonwealth of Puerto Rico except as indicated below:

- a. Contractor will accept orders on a case-by-case basis only.
- b. FOR PURCHASE OF SOFTWARE AND MAINTENANCE.. In place of an delivery/installation date for software, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for shipping charges and reimbursement for any exporting fees or costs associated with delivery to the Government's location must be included on the Government order for equipment and software.
- c. FOR PROFESSIONAL IT SERVICES. Overseas services requested by the Government may require travel and lodging expenses. Such expense reimbursement or allowance shall be negotiated and approved in advance by the Contracting Officer prior to the issuance of any order under this contract.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs):

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the

ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS:

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION:

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, 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: www.sparta.com.

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY:

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

27. ADVANCE PAYMENTS:

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

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL
SOFTWARE LICENSE (SPECIAL ITEM 132-33) AND
MAINTENANCE (SPECIAL ITEM 132-34) OF
GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE**

1. PURCHASE TERMS:

- a. ACCEPTANCE. The ordering activity shall accept or reject software in writing within thirty (30) calendar days after date of delivery.
- b. GUARANTEE.
- (1) Contractor warrants that the Licensed Product(s), when and as delivered to the ordering activity, shall conform to their specifications in all material respects, and are free from defects in materials and workmanship for the periods set forth below:

ShareIT and LogMAIT ®:90 days from date of Shipment (includes 1 year of telephone support and documentation updates)

The Contractor grants the above warranty provided, that (i) the applicable Software Product is installed, implemented and operated properly; (ii) the ordering activity notifies the Contractor of such defect within ten (10) calendar days after the appearance thereof; (iii) the ordering activity has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (iv) the ordering activity has not introduced other equipment or software creating an adverse impact on the Software Products, and (v) the ordering activity has made no changes (nor permitted any changes to be made other than by or with the express approval of the Contractor to the Software Product.

- (2) The purchase price of the software does not include installation or maintenance unless otherwise specified in the pricelist description for Product(s).
- (3) Contractor specifically disclaims any warranties of merchantability or fitness for a particular purpose that is outside the scope of materials presented in the Contractor's literature.
- (4) ERROR CORRECTION. Contractor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Contractor in accordance with its standard reporting procedures. The Error form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
- (5) EXCLUSIONS. The following are excluded from Contractor's warranty:
- (i) Insignificant defects, such as scratches, minor mechanical or electrical maladjustments, or random manufacturing errors that can be easily corrected and will not show up as performance defects.

(ii) Defects discovered in any Licensed Product that has been modified, altered, or enhanced without Contractor's prior consent, unless the changes are not substantial, do not involve the defective part of component, do not entail further uses for the Licensed Product beyond those directly contemplated, and did not cause or contribute to any defect.

(iii) Licensed Product upgrades for which the Contractor provides commercially at a fixed or other charge.

- (6) REMEDY OF ORDERING ACTIVITY. The sole and exclusive remedy of the ordering activity for any breach of Contractor's warranty for the **ShareIT** product line shall be to obtain the replacement of the defective units that are returned to Contractor's point of shipment, freight prepaid. The ordering activity shall request return authorization from Contractor prior to release of the defective units, and Contractor shall provide reimbursement of charges for return freight. Contractor may, at its option, provide credit vouchers for the replacement units based on the discounted price charged the ordering activity hereunder.

Return Materials Authorization (RMA) numbers issued to the ordering activity must be used within thirty (30) days from the date of issuance. If the product is not returned within this period, the RMA is void and the ordering activity must request another RMA number from the Contractor prior to returning any product. The ordering activity must bear all costs, including, but not limited to, costs of packing, transportation, and insurance for the products being returned to Contractor.

The ordering activity shall be responsible for any loss or damage to products being returned for warranty repair/replacement to the Contractor's facility. The Contractor shall only be responsible for any loss or damage while the product is at their facility until the product is returned to the ordering activity.

The sole and exclusive remedy of the ordering activity for any breach of Contractor's warranty for the **LogMAIT ®**:product line shall be (i) to obtain the repair, replacement or correction of the Software Product to the extent covered by any applicable warranty or, if the Contractor reasonably determines that such remedy is not economically or technically feasible, (ii) to obtain a partial or full refund of the License Fee paid with respect to the particular Software Product

- (7) DISCLAIMER. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE ORDERING ACTIVITY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

IN THE EVENT THAT CONTRACTOR IS FOUND LIABLE FOR DAMAGES BASED ON ANY DEFECT OF NONCONFORMITY IN THE LICENSED PRODUCT, ITS TOTAL LIABILITY FOR EACH DEFECTIVE LICENSED PRODUCT SHALL NOT

EXCEED THE DISCOUNTED PRICE OF SUCH DEFECTIVE LICENSED PRODUCT.

2. TECHNICAL SERVICES:

For the **ShareIT** and **LogMAIT**® product lines, the Contractor, without additional charge to the ordering activity, provides one year of hotline telephone support. At the option of the ordering activity, on-site technical support and assistance is available separately at the labor category under professional services (SIN 132-51) as is required for the level effort.

On-site technical support will be provided within a 24/hr. response time. The cost of the technical personnel's expenses (which include airfare, car rental, hotel and meals) shall be invoiced separately in accordance with the Government Joint Travel Regulations and the Government per diem rates.

For products under maintenance or warranty provisions, the Contractor, without additional charge to the ordering activity, provides the following hot line technical support numbers for the purpose of providing user assistance in the use of program(s) and for reporting problems.

ShareIT (800) 811-5478 exts. 1548 or 1652
(available between 9:00am and 5:00pm cst Monday through Friday, exclusive of holidays observed by the Contractor)

LogMAIT® (800) 811-5478 exts. 1635, 1556 or 1548
(available between 8:00am and 5:00pm cst Monday through Friday, exclusive of holidays observed by the Contractor)

3. SOFTWARE MAINTENANCE:

a. Software maintenance service shall include the following:

- (1) **ERROR CORRECTION.** Contractor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Contractor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
- (2) **TELEPHONE HOT LINE.** Contractor shall maintain a toll free telephone hot-line during normal business hours that permits users to report problems and seek assistance in use of the Program(s).
- (3) **SOFTWARE AND DOCUMENTATION UPDATES.**

On-Site Technical Support and Hotline for
ShareIT (800) 811-5478 exts. 1548 or 1652
(available from Monday- Friday 9:00am and 5:00pm cst exclusive of holidays observed by the Contractor)

On-Site Technical Support and Hotline for
LogMAIT® (800) 811-5478 exts. 1635, 1556 or 1548
(available from Monday- Friday 8:00am and 5:00pm cst exclusive of holidays observed by the Contractor)

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.

4. PERIODS OF MAINTENANCE (132-34):

- a. The Contractor shall honor orders for periods of one year or less.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. All orders automatically expire on September 30 of the contract term. Thirty (30) calendar days prior to the expiration date of an order, the ordering office should notify the Contractor, in writing, if the rental/maintenance is going to be permitted to expire. Orders for continued rental/maintenance will be required, if rental is to be continued during the subsequent period.

5. UTILIZATION LIMITATIONS (132-33 AND 132-34):

Commercial computer software and/or commercial computer software documentation is offered by the Contractor under licenses customarily provided to the public. The ordering activity shall have only those rights specified herein. The Contractor does not furnish technical information related to commercial computer software (or commercial computer software documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software (or commercial computer software documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

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

- a. **LICENSE GRANT.** For **ShareIT** and **LogMAIT**® The ordering activity is granted with respect to each Software Product a perpetual, nonexclusive license ("License") in executable code form. Upon loading the Software onto a server only for use in support of the ordering activity personnel and other associated contractors on computer equipment at the site location, the ordering activity may retain the Software Product for backup purposes. Site location is to be defined as the building (or contiguous set of buildings) at which the software products were first installed. In addition, the ordering activity may make one copy of the Software on a second set of diskettes (or on CD ROM) for the purpose of backup in the event the Software Product is damaged or destroyed. The ordering activity may make one copy of the associated documentation for backup purposes. Any such copies of the Software or the associated documentation shall include the Contractor's copyright and other proprietary notices. Except as authorized under this paragraph, no copies of the Program or any portions thereof may be made by the ordering activity or any person or entities under its authority or control.
- b. **LICENSOR'S RIGHTS.** The ordering activity acknowledges and agrees that the Software and the User's Manual are proprietary products of Licensor protected under U.S. copyright law. The ordering activity further acknowledges and agrees that all right, title, and interest in and to the Program, including associated intellectual property rights, are and shall remain with Licensor. This License Agreement does not convey to the ordering activity an interest in or to the Program, but only

a limited right of use revocable in accordance with the terms of this License Agreement.

- c. LICENSE FEES. The license fees paid by the Government are paid in consideration of the licenses granted under this License Agreement.
- d. TERM. The License Agreement for **ShareIT** and **LogMAIT®** is effective upon delivery. Upon renewal, the ordering activity shall pay any applicable maintenance License Fee with respect to such Software Product. Renewal of the Term shall not operate to renew any warranty obligations. The Contractor may terminate this Agreement and the License if the ordering activity fails to pay any amount due hereunder or otherwise materially breaches any provision hereof and fails to correct such breach or commence corrective action reasonably acceptable to the Contractor or within ten (10) days after being notified of such breach. Termination shall have no effect on the parties' rights and obligations. Upon termination, the ordering activity shall return or destroy the original and all copies of the Software Products and shall cease all further use thereof.

6. SOFTWARE CONVERSIONS (132-33):

Software conversions are not available under the scope of this contract.

7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

The server requirements for ShareIT and LogMAIT® are set forth in the pricelist.

8. RIGHT-TO-COPY PRICING:

Right-to-copy licenses and/or pricing is not available under the scope of this contract.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING RELATED TO GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM 132-50)

1. SCOPE:

- a. The Contractor shall provide training normally available to commercial customers, which is necessary to permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER:

A written order, EDI (GSA *Advantage!* and FACNET), credit card orders and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY:

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING:

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT:

Follow-up support is not available under the scope of this contract

6. PRICE FOR TRAINING:

The price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT:

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears 31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING:

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be an appropriate assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered at web site www.sparta.com:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) The price (per student, per class (if applicable)) is set forth in the pricelist.
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING:

Not available under the scope of this contract.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SPECIAL ITEM 132-51) AND ELECTRONIC COMMERCE SERVICES (SPECIAL ITEM 132-52)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/EC Professional Services within the scope of this Information Technology Schedule.

- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this

contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/EC PROFESSIONAL SERVICES AND PRICING

A description of the Information Technology Services offered under SIN 132-51, including the labor category description(s) and hourly rate(s) are set forth in the IT Services Pricelist.

Descriptions and pricing of the EC Services offered under SIN 132-52 are set forth in the EC Services Pricelist for ShareIT and LogMAIT.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

1. PREAMBLE:

Contractor provides commercial products and services to the 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.

2. COMMITMENT:

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- d. 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.
- e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- g. 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 the Contractor.

SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____

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

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

- (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

“CONTRACTOR BASIC GUIDELINES FOR USING TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

SPARTA GSA Schedule Price List



SPARTA ShareIT PRODUCT LINE (SPECIAL ITEM Nos. 132-33, 132-34, 132-50, 132-52)

Part No.	Description	GSA Price Quantity 1 (per server)	GSA Price Quantity 2-5 (per server)	GSA Price Quantity 6+ (per server)
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ShareIT Software¹
SIN 132-33

ShareIT	ShareIT Software ver. 2.XX, includes unlimited user licenses and server license(s), and one year of software maintenance. Software Maintenance includes one year of software and documentation updates and telephone support. <i>Server Requirements: Minimum 200Mhz Processor, 128 MB RAM; Recommended 1GHZ Processor, 512 MB RAM; Operating System, Windows NT 4.0 with Service Pack 6 (or greater) or Windows 2000 Server.</i>	\$20,151	\$18,136	\$16,121
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ShareIT Maintenance⁴
SIN 132-34

ShareITM	ShareIT Software Annual Maintenance (Includes Software and Documentation Updates and telephone support).	\$3,023	\$2,720	\$2,418
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Part No.	Description	GSA Price
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ShareIT Training²
SIN 132-50

ShareITTRN1	1 Day User Class for up to 15 Students. <i>Class will introduce new users to ShareIT, present an overview of all modules and conduct hands-on practical exercises. The class length is approximately 6 hours and will support up to 15 users at customers' site.</i>	\$1,008
ShareITTRN2	2 Day System Administrator Class up to 4 Students. <i>Class will introduce the Systems Administrator to ShareIT, review installation procedures, and review trouble shooting routines. Normal administration functions will be demonstrated, following hands-on practical exercises. The class is approximately 12 hours in length and will support up to four System Administrators.</i>	\$2,015



Part No.	Description	GSA Price 1-300 Users (Per Month)	GSA Price 1-300 Users (Per Year)
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ShareITHosting³

SIN 132-52

ShareIT hosting provides access to a web server running Windows 2000 Server, 5GB of disk space, an Internet connection with up to a T1 transfer rate, administrative support/server maintenance, a Secure Sockets Layer Certificate, and Domain Name Registration.

ShareITHIA	Internet Access (T1)(for up to 300 users)	\$354	N/A
ShareITHSUPP	Admin Support/Server Maintenance up to 4 hours/week (for up to 300 users)	\$1,511	N/A

Note (1): On-Site Technical Support (price per hour) is available per the labor categories set forth in the IT Professional Services Pricelist under SIN 132-51.

Note (2): Upon the Government's request, a Custom Support Class will be developed if a customer requires additional modules to be developed or significant software changes to be made. The charges for this service are available per the labor categories set forth in the IT Professional Services Pricelist under SIN 132-51.

Note (3): Up to 300 users are included at no additional charge. Each additional 100 users are priced at an incremental 25% increase of the GSA base price. **For example**, users for the SSL Certificate would be calculated as follows:

No. of Users	Additional % to GSA Price	GSA Price w/o IFF	GSA Price w/ IFF
1-300	0%	\$400	\$403
300-400	25%	\$500	\$504
401-500	50%	\$600	\$605
501-600	75%	\$700	\$705
601-700	100%	\$800	\$806
701-800	125%	\$900	\$907

Note (4): Annual maintenance fees apply to the renewal of software maintenance up to 13 months after the initial ShareITpurchase. If the customer elects to purchase the maintenance after 13 months, pricing is based upon the following schedule and on current pricing in effect at that time:

<u>Time After Initial Purchase</u>	<u>% of Current List License Fee</u>
13 Months to 24 Months	30.00%
25+ Months	100.00%

LogMAIT

SPARTA LogMAIT® PRODUCT LINE (SPECIAL ITEM Nos. 132-33, 132-34, 132-50, 132-52)

Part No.	Description	GSA Price Quantity 1 (per server)	GSA Price Quantity 2-5 (per server)	GSA Price Quantity 6+ (per server)
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LogMAIT® Software¹

SIN 132-33

LogMAIT®	LogMAIT® Software ver. 5.XX, includes unlimited user licenses and one server license, initial installation services, user's references guide, and one year of software maintenance. Software Maintenance includes error correction, one year of minor software and documentation updates and telephone support from 8:00 AM to 5:00 PM CST. <i>Server Requirements: Minimum 1 Ghz Processor, 2 GB RAM; Recommended 3.2 GHZ Processor, 4 GB RAM; Operating System, Windows 2000 or greater; Database, Oracle 9i or greater; Crystal Reports, Version 10 or greater.</i>	\$77,078.09	\$69,370.28	\$61,662.47
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LogMAIT® Maintenance²

SIN 132-34

LogMAIT®	LogMAIT® Software Annual Maintenance (Includes Error Correction, Minor Software and Documentation Updates and telephone support from 8:00 AM to 5:00 PM CST).	\$13,103.27	\$11,792.95	\$10,482.62
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Part No.	Description	GSA Price
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LogMAIT® Training³

SIN 132-50

LogMAIT®TRN1	2 Day User Class for up to 15 Students. <i>Class will introduce new users to LogMAIT®, present an overview of all modules and conduct hands-on practical exercises. The class length is approximately 12 hours and will support up to 15 users at customers' site.</i>	\$2,821.16
LogMAIT®TRN2	1 Day System Administrator Class up to 3 Students. <i>Class will introduce the Systems Administrator to LogMAIT®, review installation procedures, and review trouble shooting routines. Normal administration functions will be demonstrated, following hands-on practical exercises. The class is approximately 8 hours in length and will support up to three System Administrators.</i>	\$2,015.11



Part No.	Description	GSA Price 1-300 Users (Per Month)	GSA Price 1-300 Users (Per Year)
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LogMAIT® Hosting⁴

SIN 132-52

LogMAIT® hosting provides access to a web server running Windows 2000 Server, 5GB of disk space, an Internet connection with up to a T1 transfer rate, administrative support/server maintenance, a Secure Sockets Layer Certificate, and Domain Name Registration..

LogMAIT@IA	Internet Access (T1)(for up to 300 users)	\$226.70	\$2,720.40
LogMAIT@SUPP	Admin Support/Server Maintenance up to 4 hours/week (for up to 300 users)	\$1,483.12	\$17,797.48

Note (1): On-Site Technical Support (price per hour) is available per the labor categories set forth in the IT Professional Services Pricelist under SIN 132-51.

Note (2): Annual maintenance fees apply to the renewal of software maintenance up to 13 months after the initial LogMAIT® purchase. If the customer elects to purchase the maintenance after 13 months, pricing is based upon the following schedule and on current pricing in effect at that time:

<u>Time After Initial Purchase</u>	<u>% of Current List License Fee</u>
13 Months to 24 Months	30.00%
25+ Months	100.00%

Note (3): Upon the Government's request, a Custom Support Class will be developed if a customer requires additional modules to be developed or significant software changes to be made. The charges for this service are available per the labor categories set forth in the IT Professional Services Pricelist under SIN 132-51.

Note (4): Up to 300 users are included at no additional charge. Each additional 100 users are priced at an incremental 25% increase of the GSA base price. **For example**, users for the Annual Internet Access (T1) would be calculated as follows:

No. of Users	Additional % to GSA Price	GSA Price w/o IFF
1-300	0%	\$2,720.40
300-400	25%	\$3,400.50
401-500	50%	\$4,080.60
501-600	75%	\$4,760.71
601-700	100%	\$5,440.81
701-800	125%	\$6,120.91



SPARTA Professional IT Services SIN 132-51

Labor Category	Description	GSA Rate/Hr. Eff. 8-23-06
1700	Sr. Software Engineer	\$105.97

Functional Responsibility: Under general management direction, engineers software solutions based upon client requirements. Generally has one or more Software Engineers on staff and heads up projects that make use of commercially available or custom Computer Aided Software Engineering (CASE) tools, as required.

Minimum Education: BA/BS – Math, CS, MIS, Engineering

Minimum/General Experience in the Following: Eight (8) years of programming experience in software development or maintenance, or 45 quarter hours in CS or MIS from an accredited institution, and five years experience as described above. Experience shall show utilization of third or fourth generation or state of the art computer equipment and languages in support of management, technical, and business applications, as well as development of operating systems scripts and utilities for network and MVS/UNIX mainframe and mini/micro computer systems software applications.