



**AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-32 / 132-32STLOC / 132-32RC - Term Software Licenses  
Special Item No. 132-33 / 132-33STLOC / 132-33RC - Perpetual Software Licenses  
Special Item No. 132-34 / 132-34STLOC / 132-34RC - Maintenance of Software as a Service  
Special Item No. 132-50 / 132-50STLOC / 132-50RC - Training Courses  
Special Item No. 132-51 / 132-51STLOC / 132-51RC - Information Technology Professional Services  
Special Item No. 132-52 / 132-52STLOC / 132-52RC - Electronic Commerce (EC) Services

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

**VFA, Inc.**  
**99 Bedford Street, Suite 300**  
**Boston, MA 02111-2217**  
**Phone: (617) 772-8200**  
**Fax: (617) 772-8213**  
**<http://www.vfa.com>**

**Business Size/Status: Large**

**Contract Number: GS-35F-0118J**

**Period Covered by Contract: 12/8/1998 - 12/7/2018**

**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE**

**Pricelist current through Modification #PA-0031 dated 02/06/2014.**

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



## Products and Services Offered/Schedule of Items

### **SPECIAL ITEM NUMBER 132-32 / 132-32STLOC / 132-32RC - TERM SOFTWARE LICENSES**

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

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

#### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

##### Large Scale Computers

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

##### Microcomputers

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

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

### **SPECIAL ITEM NUMBER 132-33 / 132-33STLOC / 132-33RC - PERPETUAL SOFTWARE LICENSES**

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

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

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NOTE: 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>.

### **SPECIAL ITEM NUMBER 132-34 / 132-34STLOC / 132-34RC - MAINTENANCE OF SOFTWARE AS A SERVICE**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

### **SPECIAL ITEM NUMBER 132-50 / 132-50STLOC / 132-50RC - TRAINING COURSES (FPDS Code U012)**

**SPECIAL ITEM NUMBER 132-51 / 132-51-STLOC / 132-51RC - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

- FPDS Code D301 IT Facility Operation and Maintenance
- 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 D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

**SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) AND SUBSCRIPTION 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

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

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

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

For orders exceeding the 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!<sup>TM</sup> on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the 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.

Offerors are requested to check one of the following boxes:

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

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION**

**CONTRACTOR'S ORDERING ADDRESS:**

VFA, Inc.  
Federal Contracts Manager  
99 Bedford Street, Suite 300  
Boston, MA 02111-2217

**CONTRACTOR'S PAYMENT ADDRESS:**

VFA, Inc.  
Federal Contracts Manager  
99 Bedford Street, Suite 300  
Boston, MA 02111-2217

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

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

(800) 693-3132

**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 - 178632352
- Block 30: Type of Contractor - C. Large Business
- Block 31: Woman-Owned Small Business – No
- Block 37: Contractor's Taxpayer Identification Number (TIN) - 04-3570054
- Block 40: Veteran Owned Small Business (VOSB) – No

- 4a. CAGE Code: 1CUG6
- 4b. Contractor has registered with the System for Acquisition Management (SAM) Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32 / 132-32STLOC / 132-32RC	30 Days ARO
132-33 / 132-33STLOC / 132-33RC	30 Days ARO
132-34 / 132-34STLOC / 132-33RC	30 Days ARO
132-50 / 132-50STLOC / 132-50RC	30 Days ARO
132-51 / 132-51STLOC / 132-51RC	30 Days ARO
132-52 / 132-52STLOC / 132-52RC	30 Days ARO

SPECIAL ITEM NUMBER	EXPEDITED DELIVERY TIME (Days ARO)
132-32 / 132-32STLOC / 132-32RC	To be negotiated with ordering agency
132-33 / 132-33STLOC / 132-33RC	To be negotiated with ordering agency
132-34 / 132-34STLOC / 132-33RC	To be negotiated with ordering agency
132-50 / 132-50STLOC / 132-50RC	To be negotiated with ordering agency
132-51 / 132-51STLOC / 132-51RC	To be negotiated with ordering agency
132-52 / 132-52STLOC / 132-52RC	To be negotiated with ordering agency

SPECIAL ITEM NUMBER	OVERNIGHT & 2- DAY DELIVERY TIME (Days ARO)
132-32 / 132-32STLOC / 132-32RC	To be negotiated with ordering agency
132-33 / 132-33STLOC / 132-33RC	To be negotiated with ordering agency
132-34 / 132-34STLOC / 132-33RC	To be negotiated with ordering agency
132-50 / 132-50STLOC / 132-50RC	To be negotiated with ordering agency
132-51 / 132-51STLOC / 132-51RC	To be negotiated with ordering agency
132-52 / 132-52STLOC / 132-52RC	To be negotiated with ordering agency

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

## 7. DISCOUNTS

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

- a. Prompt Payment: **1% - 20 days** from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **Discounts for this category are available for all customers at variable rates depending on the area of facility to be covered by the software and professional services. Please contact Contract Administrator for more details.**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **Offered the same discounts as all other Government customers**
- e. Other: **None**

## 8. TRADE AGREEMENTS ACT OF 1979, as amended

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

## 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

**Not Applicable**

## 10. SMALL REQUIREMENTS

The minimum dollar 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 No. 132-32 / 132-32STLOC / 132-32RC - Term Software Licenses  
Special Item No. 132-33 / 132-33STLOC / 132-33RC - Perpetual Software Licenses  
Special Item No. 132-34 / 132-34STLOC / 132-34RC - Maintenance of Software  
Special Item No. 132-51 / 132-51STLOC / 132-51RC - Information Technology Professional Services  
Special Item No. 132-52 / 132-52STLOC / 132-52RC - Electronic Commerce (EC) Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:  
Special Item No. 132-50 / 132-50STLOC / 132-50RC - Training Courses

## 12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

## 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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



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

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.



- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

## **16. GSA ADVANTAGE!**

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

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

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

## **17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

## **19. OVERSEAS ACTIVITIES**

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

### **Not Applicable**

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

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

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

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

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

**23. SECTION 508 COMPLIANCE**

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

Yes  No

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

**Contact the Contract Administrator at (617) 451-5100.**

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

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

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

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

(b) The following statement:

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

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

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

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

**27. ADVANCE PAYMENTS**

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

**TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32 / 132-32STLOC / 132-32RC),  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33 / 132-33STLOC / 132-32RC) AND  
MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34 / 132-34STLOC / 132-34RC) 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

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

**3. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**All VFA systems are fully supported by our in-house computer systems staff. Support and warrantee options consist of typical single year or extended programs. One year warranty consists of maintenance of the program, defined as the identification and repair of "bugs" preventing the use of the system. (The maintenance obligation is contingent on the client not modifying the structure or code of the program. Any software upgrades released during the warranty period are made available at no additional charge; this also includes installation and data conversion.)**

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(800) 693-3132** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:30 am to 5:00 pm EST Monday through Friday.**

**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type) :

1. Software Maintenance as a Product (SIN 132-32 / 132-32STLOC / 132-32RC or SIN 132-33 / 132-33STLOC / 132-33RC)

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

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

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

2. Software Maintenance as a Service (SIN 132-34 / 132-34STLOC / 132-34RC)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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.

**6. PERIODS OF TERM LICENSES (SIN 132-32 / 132-32STLOC / 132-32RC) AND MAINTENANCE (SIN 132-34 / 132-34STLOC / 132-34RC)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term 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 term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or 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, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**7. 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 **Contact Contractor** % of all term license payments during the period that the software was under a term license within the ordering activity.

## 8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of **Contact Contractor** \* 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 / 132-34STLOC / 132-34RC, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 9. UTILIZATION LIMITATIONS - (SIN 132-32 / 132-32STLOC / 132-32RC, SIN 132-33 / 132/33STLOC / 132-33RC, AND SIN 132-34 / 132-34STLOC / 132-34RC)

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.

**10. SOFTWARE CONVERSIONS - (SIN 132-32 / 132-32STLOC / 132-32RC, SIN 132-33 / 132/33STLOC / 132-33RC)**

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 / 132-33STLOC / 132-33RC), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32 / 132-32STLOC / 132-32RC), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

**12. RIGHT-TO-COPY PRICING**

**Discounted pricing for right-to-copy licenses is available. Discounts rates are variable and are based on square footage of facility system to be included in populated database accessed by the software and on the maximum number of individuals for whom right to copy privileges shall be granted. The exact discount rate shall be determined based on agencies requirements and tasking at the time contract is negotiated by agency and Contractor.**

**13. VFA, INC. SOFTWARE LICENSE AGREEMENT**

VFA, Inc. incorporates their software license agreement beginning on page [#12](#).



## SOFTWARE SUBSCRIPTION AGREEMENT

THIS SOFTWARE SUBSCRIPTION AGREEMENT (this "Agreement"), by and between VFA, Inc. ("VFA"), a Delaware corporation with offices at 99 Bedford St., Boston, MA 02111, and the GSA Customer whose name and address appear below.

### 1. LICENSED APPLICATION AND SERVICES

1.1. **Services.** Subject to the terms and conditions of this Agreement, VFA shall provide to the GSA Customer the following services (collectively, the "Services"):

(a) In consultation with the GSA Customer, VFA shall use commercially reasonable efforts to implement the application for the Facility in accordance with the specifications set forth in the GSA Customer Purchase Order.

(b) Prior to commencement of any site configuration or data collection and population, VFA will provide software access to the GSA Customer (Site Activation). VFA shall maintain the host server and provide remote access to the Licensed Application to the employees of the GSA Customer identified in the GSA Customer Purchase Order. (the "End Users") through the web site located at [www.vfa.com](http://www.vfa.com) (the "VFA Site"), or such other address as VFA may from time to time elect to use for such site;

(c) VFA shall provide telephone, fax, and email support for the Licensed Application to the End Users. Such support shall be available Monday through Friday (excluding Federal holidays) from 8:30 a.m. – 5:30 p.m. (Eastern U.S. Time). The End Users shall first attempt to resolve any problem relating to the Licensed Application by referring to the documentation that VFA supplies to the GSA Customer for use with the Licensed Application (the "Documentation"). The End Users shall report to VFA any discrepancies between the Licensed Application and the Documentation or Specifications. VFA may, from time to time, implement new releases of the Licensed Application containing error and bug corrections, minor enhancements, and, in certain instances if VFA so elects, major enhancements. No support shall be available, and VFA shall not be liable, for: (i) problems, errors, or bugs resulting from configuration or faults in the GSA Customer's computer or network operating systems (e.g., NT, Windows, etc.) or any third party software; (ii) hardware malfunctions, including cables, ports, printers, disk drives, etc.; or (iii) modifications made to the Licensed Application by a party other than VFA; and

(d) If requested by the GSA Customer, VFA shall provide the training services described in a newly executed GSA Customer Purchase Order.

1.2. **When the end user is an instrumentality of the US Government, recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. During any dispute under the**

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disputes clause the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

1.3. License: End Users. Subject to the terms and conditions of this Agreement, VFA hereby grants to the GSA Customer and the End Users during the Term and any Renewal Term (each as defined herein) a non-exclusive, non-transferable license to remotely access and use the Licensed Application through the VFA Site for the facility set forth in the GSA Customer Purchase Order (the "Facility"). The foregoing license is limited to the GSA Customer's internal use, and the number of End Users set forth in the GSA Customer Purchase Order (and any additional End Users added by the GSA Customer during the term of this Agreement pursuant to Section 3). The GSA Customer shall not: (a) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Licensed Application; (b) modify, adapt, create derivative works based upon, or translate the Licensed Application or any portion thereof; (c) resell, distribute, or otherwise grant any rights in Licensed Application or any portion thereof to any third party, including commercial time-sharing, rental, or service bureau use, or use the Licensed Application for the benefit of any third party; (d) access the Licensed Application or any portion thereof other than in connection with the GSA Customer's internal use; (e) publish or participate with any third party in any performance or benchmark tests or analysis relating to the Licensed Application or any portion thereof; or (f) permit, authorize or assist any third party to do any of the foregoing. A portion of the Licensed Application may be comprised of VFA Data Libraries. The GSA Customer acknowledges and agrees that the VFA Data Libraries are original works of authorship created, developed and maintained by VFA at great expense and that, in addition to being subject to the foregoing restrictions (a)-(f) and applicable copyright laws, are Confidential Information of VFA that may only be used by the GSA Customer for its internal use in conjunction with use of the software components of the Licensed Application on the terms set forth in this Agreement. As used herein, "VFA Data Libraries" means information, which may or may not be publicly available, that is selected, gathered and assembled by VFA into compilations in various forms and formats for use with the computer software components of the Licensed Application in connection with the assessment of the Facility. No third party applications, content, or contributions desired by the GSA Customer may be incorporated into the Licensed Application without VFA's prior approval and ongoing supervision.

1.4. Passwords and IDs. The Licensed Application and the VFA Site are restricted and password protected. VFA shall issue unique logon IDs and passwords to each End User. The GSA Customer acknowledges that logon IDs and passwords are Confidential Information of VFA. If the GSA Customer discovers that any End User logon ID or password is compromised, the GSA Customer shall notify VFA immediately. VFA reserves the right to cancel any logon ID or password for any reason.

## 2. OTHER OBLIGATIONS



2.1. The GSA Customer's Content. VFA reserves the right to remove or modify, as appropriate, any GSA Customer Content that, in VFA's reasonable discretion: (a) causes any technical difficulties or interference with the operations or intended functionality of the Licensed Application or the VFA Site; or (b) violates any applicable laws, rules, or regulations of any jurisdiction. The GSA Customer Content means the text and other content that the GSA Customer provides to VFA for use in connection with the implementation of the Licensed Application.

2.2. Compliance. In connection with the GSA Customer's access to and use of the Licensed Application and VFA Site, the GSA Customer agrees to comply with all applicable, federal, laws, rules, and regulations and applicable standards of professional conduct. The GSA Customer shall work in good faith and cooperate with VFA in the event that any End User violates the terms of this Agreement or the then applicable including without limitation taking reasonable steps to bar the End User from accessing the VFA Site and the Licensed Application.

2.3. Developments. The GSA Customer agrees that it shall not directly or indirectly develop or have developed an application with functionality similar to that of the Licensed Application for a period of two (2) years after the expiration or termination of this Agreement.

2.4. The GSA Customer's Representative. The GSA Customer shall designate a person to act as the GSA Customer's representative in connection with this Agreement ("The GSA Customer's Representative"). The GSA Customer's Representative shall have authority to transmit instructions, receive information, interpret, and define the GSA Customer's policies and decisions with respect to VFA's services under this Agreement. The GSA Customer Representative shall be responsible for providing VFA with any requested The GSA Customer Content, Assessment Data (as defined herein), and any other data necessary or relevant to this Agreement. In the event VFA should need access to the GSA Customer's site or building in order to collect Assessment Data, the GSA Customer Representative will arrange for VFA, its agents and representatives, to have safe access to the GSA Customer site and buildings thereon as required by VFA.

### 3. LICENSE FEE; PAYMENT TERMS

3.1. License Fee. The GSA Customer shall pay VFA the license fee set forth in the applicable GSA Customer Purchase Order (the "License Fee") upon execution of this Agreement.

3.2. Payment of Invoices. Unless otherwise provided herein, all payments are due within thirty (30) days of the date of the applicable invoice. All fees are payable annually in advance of the contract term as defined in the applicable GSA Customer Purchase Orders.

3.3. Additional End Users. The GSA Customer may purchase licenses for additional End Users to access and use the Licensed Application in increments of five

(5) by paying VFA the then applicable License Fee. Such licenses shall be subject to the terms and conditions of this Agreement, shall run concurrently with the term of this Agreement, and shall terminate upon the expiration or termination of this Agreement. End User licenses may be transferred among employees of the GSA Customer only upon the prior written consent of VFA.

3.4 TAXES. Taxes due are governed by FAR 52.212-4(k). Applicable taxes due, if any, are to be stated as an explicit Contract Line Item ("CLIN") in the contract. VFA shall state separately on its invoices, taxes excluded from the fees, and the Government agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to VFA or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

#### 4. PROPRIETARY RIGHTS

4.1 Ownership. Subject to the limited license granted to the GSA Customer under this Agreement, VFA retains all rights, title and interest in and to the Licensed Application, Documentation, and VFA Site, including without limitation any updates or upgrades to any of the foregoing.

4.2 Assessment Data; Anonymous Data; The GSA Customer's Content. The GSA Customer shall own all right, title, and interest in the Assessment Data (as defined herein) and the GSA Customer's Data, and VFA shall own all right, title, and interest in any Anonymous Data (as defined herein). "Assessment Data" means the data the GSA Customer compiles in connection with capital planning assessments for the Facility that is used in connection with the Licensed Application. "Anonymous Data" means the Assessment Data and any other information that the GSA Customer or any End User provides to VFA in connection with this Agreement or the use of the Licensed Application after The GSA Customer identifying and individual identifying information has been removed.

#### 5. CONFIDENTIALITY

5.1 Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party ("Confidential Information"), including without limitation the Licensed Application and Documentation. Each party agrees that: (a) it will hold the Confidential Information of the other party in confidence with at least the same degree of care as it uses for its own confidential information of the same nature, but not less than a reasonable degree of care; (b) it will not use the Confidential Information of the other party except as expressly permitted under this Agreement; and (c) unless (and then only to the extent) required by law, it will not disclose any Confidential Information of the other party to any third party, except that party's End Users, officers, directors, attorneys, accountants, and other advisors on a need to know basis. Each party's confidentiality obligations under this Agreement shall be binding upon any person to whom it discloses Confidential Information of the other party and any breach of such confidentiality obligations by any such person shall be



deemed to be a breach of this Agreement. If a party or anyone to whom it transmits Confidential Information pursuant to the terms hereof becomes legally required to disclose any such information, such party shall, if legally permissible, provide the other party with prompt notice (prior to such disclosure) and assist the other party in seeking a protective order or other appropriate protection of the Confidential Information. In the event that such protective order or other protection is not obtained, the disclosing party shall furnish only that portion of the Confidential Information that is legally required. **When the end user is an instrumentality of the US Government, neither the EULA (this document) or the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect.**

**Notwithstanding anything in this Agreement to the contrary, the government may retain such Confidential Information as required by law, regulation or its bona fide internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.**

5.2 Exceptions. Notwithstanding the foregoing, neither party shall have any liability to the other pursuant to Section 5.1 with regard to information that: (i) was in the public domain at the time it was disclosed or thereafter enters the public domain without violation of this Agreement by the receiving party; or (ii) was at the time it was disclosed or thereafter becomes known to the receiving party from a third party other than one having an obligation of confidentiality to the disclosing party; or (iii) is independently developed by employees or contractors of the receiving party who have not had access to the applicable Confidential Information of the disclosing party. Further, subject to the GSA Customer's patent and copyrights, VFA shall be free to use in the performance of Services for others and in future products and services any ideas, concepts, techniques, or know-how related to software development or services related thereto.

5.3. Injunctive Relief. **When the end user of this contract is an instrumentality of the US Government equitable relief, award of attorney fees, costs or interest is only allowed against when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act.) Disputes will be resolved according to the Disputes clause, and binding arbitration will not be used.**

## 6. WARRANTIES AND INDEMNIFICATION

6.1 VFA Warranties and Representations. VFA warrants and represents: (a) that, for a period of ninety (90) days from the date of acceptance pursuant to Section 1.2, the Licensed Application will substantially conform to the Documentation and Specifications; and (b) the Services will be performed in a professional and workmanlike manner. In the event of any breach of the foregoing warranties, VFA shall re-perform the Services and/or use its commercially reasonable efforts to cause the Licensed Application to substantially conform to the Documentation and Specifications, as the case may be. The foregoing shall be the GSA Customer's exclusive remedies and VFA's sole obligations with respect to any breach of warranty claim.

6.2 Disclaimer. VFA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. VFA does not warrant that the Licensed Application is error free or suitable for the GSA Customer's intended use.

6.3 VFA and The GSA Customer's Indemnification.

Licensor shall not be required to indemnify Licensee except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give Licensor the right to intervene in the proceeding at its own expense through counsel of its own choice.

7. **LIMITATION OF LIABILITY;**

Excluding liability for breach of a party's confidentiality obligations hereunder or the GSA Customer's breach of Section 1, neither party shall be liable to the other party or any third party for lost profits, cost of procurement of substitute goods or services, or incidental, indirect, special, exemplary, consequential, punitive, or other similar damages, even if the party has been advised of the possibility of such damages. The foregoing limitations apply to all causes of action, including without limitation breach of contract or warranty, negligence, strict liability, misrepresentations, or other torts. VFA's aggregate liability for claims arising out of or relating to this Agreement shall not exceed \$50,000. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by VFA's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

8. **TERM OF AGREEMENT**

8.1 Term and No Automatic Renewal. The term of this Agreement shall commence on the date of Site Activation and continue for the period specified in the GSA Customer Purchase Order. At least sixty (60) days prior to expiration of the Term, VFA shall send The GSA Customer a notice of renewal which shall include revised terms (the "Revised Terms"), if any, including the revised License Fee for the upcoming term (the "Renewal Notice"). When the end user is an instrumentality of the U.S. Government, automatic renewal shall not apply.

8.2 Events of Termination. When the end user is an instrumentality of the US Government, recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. During any dispute under the disputes clause the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.



8.3 Rights Upon Termination. Upon the expiration or termination of this Agreement for any reason, all licenses granted under this Agreement shall automatically terminate. Each party will return or destroy, at the other party's option, all copies of the other party's Confidential Information in its possession and shall immediately remove all links to the other party's web site. VFA shall terminate the End User passwords and logon IDs and access to the VFA Site.

## 9. U.S. GOVERNMENT LICENSEES

If the GSA Customer is an agency or other part of the U.S. Government, the GSA Customer acknowledges and agrees that (a) the Licensed Application was developed entirely at private expense; (b) the Licensed Application in all respects is proprietary data belonging solely to VFA and its licensors, (c) the Licensed Application is not in the public domain; and (d) the Licensed Application is a "commercial component", as that term is defined in FAR. 2.101 (Oct. 2000), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.212 (Jun.2013). Consistent with FAR. 12.212, FAR 52.227-14 "Rights in Data" (Dec. 2007) and DFARS 252. 227.7105 "Technical Data-Commercial Items" (Jun. 2013) all U.S. Government entities acquire this product only with those rights set forth in this Agreement.

## 10. THIRD PARTY SOFTWARE

The Licensed Application includes certain software licensed by VFA from third parties pursuant to various licenses ("Third Party Software"). 'AS IS' AND WITHOUT WARRANTY OF ANY KIND AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE THIRD PARTY LICENSOR OR ANY OTHER PERSON BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS THIRD PARTY SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. **When the end user is an instrumentality of the US Government no license terms bind the government unless included verbatim (not by reference) in the EULA/TOS and the EULA/TOS is made an attachment to the contract.**

## 11. MISCELLANEOUS

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11.1 This Agreement shall be governed by and construed in accordance with the laws of the United States without regard to its conflicts of law principles. Each party irrevocably consents to the jurisdiction of, and venue in, any federal district court in connection with any dispute based on or arising out of or in connection with this Agreement. **When the end user is an instrumentality of the US Government, this is a contract with the US Government and is subject to the Federal Acquisition Regulation (FAR). Venue, jurisdiction and statute of limitations for any disputes are determined by the applicable federal statute (Federal Tort Claims Act, Contract Disputes act, etc.). The process set forth under the disputes clause of the underlying GSA Schedule Contract shall apply to this Agreement.**

1.2 VFA shall not be liable to the GSA Customer (or to any third party) for any delay or failure in performance of Services hereunder that is caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of VFA, the GSA Customer's failure to furnish necessary access to sites or facilities, information with respect to details of performance on the part of the GSA Customer, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures. The GSA Customer shall not refuse acceptance by reason of delays occasioned by force majeure. Any delay resulting from force majeure shall correspondingly extend the time for performance by VFA.

11.3 No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed a waiver of such provision on any other occasion, nor the waiver of any other provision, whether or not similar. No delay in the enforcement of any provision of this Agreement shall constitute a waiver of the right to enforce such provision in that or any other instance.

11.4 This Agreement shall bind the GSA Customer and VFA and their respective successors and assigns. The GSA Customer may not assign or transfer any interest in or rights under this Agreement without the written consent of VFA, and any attempted assignment of the foregoing shall be void and of no effect.

11.5 This Agreement, including the exhibits referenced herein, together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders represents the entire agreement between the GSA Customer and VFA and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order. This agreement may be amended only by written instrument signed by both the GSA Customer and VFA.

11.6 Nothing contained in this Agreement shall be construed to grant rights or benefits to anyone other than the GSA Customer and VFA, or to create a contractual relationship with or a cause of action in favor of any third person against either the GSA Customer or VFA.

11.7 . Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state, and local laws.

11.8 All provisions of this Agreement related to confidentiality, non-disclosure, proprietary rights, limitations of liability, non-solicitation, and the GSA Customer's payment obligations shall survive the expiration or termination of this Agreement for any reason.

11.9 If any of the provisions of this Agreement are declared to be invalid or unenforceable, to the extent practicable, such provisions shall be stricken and, the other provisions hereof shall remain in full force and effect.

11.10 All notices hereunder shall be in writing. All such notices may be given personally, by certified or registered mail, or by overnight courier using a delivery receipt of record. All such notices shall be deemed to be received as follows: (i) if delivered personally, when received; (ii) if mailed, three (3) days after being mailed; and (iii) if sent by overnight courier, when signed for. If to VFA, notices shall be sent to the address set forth above. If to the GSA Customer, notices shall be sent to the address set forth below.

11.11 Professional services are available to the GSA Customer to assist with technical consulting, training or other services as may be mutually agreed upon, in writing, between the parties ("Professional Services") pursuant to the execution of a new GSA Customer Purchase Order. The parties are not agent or partner of, or joint venture with the other party for any purpose and neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

11.14

The effective date (the "Effective Date")  
of this Agreement is \_\_\_\_\_.

The GSA Customer: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VFA, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50 / 132-50STLOC / 132-50RC)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will 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**

Written orders, EDI orders (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**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

**6. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training 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. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one 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:
  - (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) Price (per student, per class (if applicable)).
- 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.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

**9. “NO CHARGE” TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

**Not Applicable**

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

**1. SCOPE**

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

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

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

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

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

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

- (1) Cancel the stop-work order; or



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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

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

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

a. Definitions.

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

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

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



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

## **11. INVOICES**

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

## **12. PAYMENTS**

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

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

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

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

## **16. DESCRIPTION OF IT SERVICES AND PRICING**

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

Please refer to the information provided on page [#34](#).

**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**  
**(SPECIAL IDENTIFICATION NUMBER 132-52 / 132-52STLOC / 132-52RC)**

**1. SCOPE**

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

**2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

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

**3. INFORMATION ASSURANCE**

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

**4. DELIVERY SCHEDULE.**

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

**5. INTEROPERABILITY.**

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

**6. ORDER**

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

**7. PERFORMANCE OF ELECTRONIC SERVICES**

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

**8. RESPONSIBILITIES OF THE CONTRACTOR**

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

**9. RIGHTS IN DATA**

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

**10. ACCEPTANCE TESTING**

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

**11. WARRANTY**

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

**All VFA systems are fully supported by our in-house computer systems staff. Support and warrantee options consist of typical single year or extended programs. One year warranty consists of maintenance of the program, defined as the identification and repair of “bugs” preventing the use of the system. (The maintenance obligation is contingent on the client not modifying the structure or code of the program. Any software upgrades released during the warranty period are made available at no additional charge; this also includes installation and data conversion.)**

The warranty shall commence upon the later of the following:

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

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

**12. MANAGEMENT AND OPERATIONS PRICING**

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

**13. TRAINING**

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

**None**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. MONTHLY REPORTS**

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

**14. ELECTRONIC COMMERCE SERVICE PLAN**

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

**Not Applicable**

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

**None**

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

**None**

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

**Jim Summers, Vice President of Finance & Administration**

**Phone: (617) 772-8200**

**E-mail: [jsummers@vfa.com](mailto:jsummers@vfa.com)**

**Fax: (617) 772-8213**



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

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and VFA, Inc., enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0118J.

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

(CUSTOMER NAME)  
 BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0118J, Blanket Purchase Agreements, VFA, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

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

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

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

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

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

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

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

Here is a general outline on how it works:

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

## GSA LABOR CATEGORY DESCRIPTIONS

### Title: Project Director/Project Manager

Functional Description: Responsible for the overall management of multiple assessment projects (System Condition / Sustainability / Seismic / Linear) executed by the professional staff under their supervision. Maintains client contact, and oversees all project activities, maintaining ultimate control over budget and schedule criteria.

#### Essential Functions:

- Computer systems management, integration architecture, and application scheme design;
- Provides strategic, technical, and administrative direction for all aspects of the project development and execution;
- Maintains executive oversight of project;
- Develops products and services specifically designed to match a client requirements using the proven methodologies and systems inherent to VFA's techniques;
- Makes final customer presentations and assist in the final software installation and training of client personnel;
- Maintains ultimate control and responsibility for the quality and accuracy of the final client database and reporting;
- Delivers final product to client and manages ongoing support;
- Serves as primary liaison to the client for planning and customer service issues.

Education & Experience: A degree in architecture, engineering or related field and professional certification (PE, AIA or the like) with a minimum of ten (10) accumulated experience together with intimate knowledge of codes, regulations, and standard practices in the associated field of expertise and a minimum of five (5) years accumulated experience managing medium scale projects, staff and associated profit and loss responsibility. The individual at this level will also be expertly skilled in the use of PC based applications including but not limited to VFA proprietary systems, database, spreadsheet, word processing, CAD, and project management software.

### Title: Engineering Consultant

Functional Description: Performs on site system condition assessments and evaluations. The work scope is determined by contract and typically includes the detailed review of one or more systems related to the consultants area of expertise.

#### Essential Functions:

- Expert use of software systems, data populating, and costing;
- Gathers building drawings and related reports to facilitate and onsite assessment;
- Meets with and interviews client representatives for data gathering purposes;
- Develops unpopulated, "shell" database of the client's system;
- Identifies, photographs and records system deficiencies;
- Assists in the creation of standard reports for client use;
- Manages time and materials to maximize productivity and profitability;
- Other duties and responsibilities reasonable associated with the work described above.

Education & Experience: A BS or BA degree and professional certification in architecture, engineering or facilities management, plus a minimum of five (5) years of accumulated experience together with intimate knowledge of codes, regulations, and standard practices in the associated field of expertise. The individual at this level will also be skilled in the use of PC applications including but not limited to database manipulation, Internet technology, spreadsheet, word processing and CAD software. Additionally, the individual is skilled in the use of Microsoft Access, Oracle and Crystal Reports under Windows operating systems.

**Title: Systems Software Project Manager**

Functional Description: Responsibilities include the management and detail oversight of the development and production of all software system solutions. The Systems Software Project Manager is the key leader of the development team providing strategic and technical direction for custom product development. The scope of the work is of a broad nature, encompassing leadership of staff, supervision of projects. The scope of work includes all aspects of development management from product design through release, with particular emphasis on the development of database architecture, functional components and/or graphic user interface. Additionally, support is provided to the client addressing specific information system and database issues pursuant to the application and installation of VFA software. This includes, but is not limited to, designing and implementing custom modifications to VFA's application software.

Essential Functions:

- Serves as the senior member of the management/development team, determinist strategic direction for all aspects of product development;
- Establishes and monitors a software quality assurance program for all products;
- Establishes and monitors a technical documentation process for all products;
- Working through senior staff members or directly as appropriate, directs the work of staff and projects;
- Plans and manages the most effective efficient use of project resources;
- Conducts team meetings to supervise ongoing projects;
- Serves as primary liaison to the senior client representative for customer service and technical problem resolution;
- Makes high-level, customer presentations as needed;
- Supervises the development of facilities model for core product, and the development of system architecture for core product;
- Supervised the creation of a web based architecture for core product to enable cross platform access and the design of security features
- Other tasks as required related to the functions described above.

Education & Experience: An MBA or advanced degree coupled with a BS/BA in Computer Science, Mechanical or Electrical Engineering or a related degree with fifteen (15) or more years of experience working in a software development environment, of which at least five (5) years have been in an executive position managing medium to large scale projects and staff with associated profit and loss responsibility. Experience includes, but is not limited to, a demonstrated skill in bringing software products to market, including management skill in product design, development and delivery; technical competency with contemporary software development tools, their evaluation and implementation; polished written and verbal communication skills in both technical and non-technical areas; ability to prepare, evaluate, and present operating budgets; past experience in human resources management; exposure to general concepts of product marketing and their implementation; ability to interact with senior management both internally and with business partners.



**Title: Systems Software Developer**

Functional Description: Responsibilities include the development of significant aspects of the company's software products. The scope of work includes all aspects of development from product design through release, with particular emphasis on the development of database architecture, functional components and/or graphic user interface. Additionally, support is provided to the client addressing specific information system and database issues pursuant to the application and installation of VFA software.

**Essential Functions:**

- Develop facilities model and system architecture for core product, and investigates development tools/environments for core product implementation;
- Implement proof of concept prototypes for core product modules;
- Working with a cross-functional team, assist with the definition of product features and create the architectural design in which they will operate;
- Write programs that access read/write databases (Access and/or Oracle) using RDO, ODBC, DAO;
- Use GUI development tools to facilitate ease of use and access to functions of the core product;
- Create a web based architecture to enable cross platform access;
- Design security features that protect integrity of system architecture and allow flexible user access;
- Review, test and modify code to ensure quality, and provides second-level product technical support;
- Create tools and reusable components for future projects.

Education & Experience: A BS degree in Computer Science or a related area with at least seven (7) to ten (10) years of relevant applications development experience with an emphasis on development of distributed or Web-based, database applications, as well as, prior OOD experience creating robust, modular, maintainable programs in the architectural, mechanical or electrical engineering domains. This individual possesses the ability to create software applications, and is skilled in the use of Visual Basic 5.0, Microsoft Access 97, Crystal Reports 6.0 under Windows NT 4.0/97, DCOM, and OLE Automation to support the product life-cycle through all phases of development.

**Title: Application Technician**

Functional Description: Provides technical and administrative support to engineering consultants and software developers on projects. The scope of the work may vary depending upon the degree of support required and the nature of the project. Work is performed under the guidance and direction of the Associate Project Director and Engineering Consultants.

**Essential Functions:**

- Enter building drawings and related reports into client database to facilitate onsite assessment;
- Using templates, populate client database with known deficiencies as directed;
- Scan building photographs into client database;
- Using client data, assist in the creation of standard reports for client use;
- Print, copy and collate final audits and other materials for distribution;
- Identifies, photographs and records system deficiencies;
- Database maintenance and development;
- Other duties and responsibilities reasonable associated with the work described above.

Education & Experience: A BS/BA in Business Administration or a related degree with three (3) or more years experience suitable skills in the use of basic spreadsheet, work processing graphics, and database PC applications. The individual at this level reads and makes grammatical corrections to technical documents, with assistance, and creates original, written communications within prescribed standards of time, quantity and quality as necessary to assist project. Additionally, with little or no supervision, this individual manipulates the database files and coordinates various graphic components comprising the supporting information for the summary results presented in a survey report.

<b>Item #</b>	<b>Labor Category</b>	<b>Current Approved GSA Hourly Rate</b>
51-101	Project Director/Project Manager	\$134.00
51-102	Engineering Consultant	\$115.07
51-103	Systems Software Project Manager	\$204.44
51-104	Systems Software Developer	\$163.56
51-105	Application Technician	\$60.02

**GSA PRODUCT PRICE LIST – SIN(S) 132-32 / 132-32STLOC / 132-32RC, 132-33 / 132-33STLOC / 132-33RC, 132-34 / 132-34STLOC / 132-34RC, 132-50 / 132-50STLOC / 132-50RC AND 132-52 / 132-52STLOC / 132-52RC**

SIN	Product Name	Product Number	Product Description	GSA Price Including IFF
<b>SIN 132-32: Term Software License</b>				
132-32	AssetFusion-Annual Subscription	VFA-AFV2-SUBS-USR-BASE	AssetFusion V2 for IBM Maximo annual subscription (ASP), price for up to 3 named users. Includes up to 5 days implementation service. Requires VFA.facility.	\$14,105.00
132-32	AssetFusion-Annual Subscription	VFA-AFV2-SUBS-USR4	AssetFusion V2 for IBM Maximo annual subscription (ASP), price per user for 4 or more named users. Requires qty: 1 of Part# VFA-AFV2-SUBS-USER-BASE.	\$2,015.00
132-32	VFA.auditor-Annual Subscrip VFA hosted	VFA-AUDV1-SUBS-USR-BASE	VFA auditor V1 Building Condition Survey, VFA-hosted user annual subscription (ASP), price includes up to 10 named users, set-up fee and onoine training for up to 10 users.	\$60,450.00
132-32	VFA.auditor-Annual Subscrip VFA hosted	VFA-AUDV1-SUBS-USR-BASE-R	VFA auditor V1 Building Condition Survey, VFA-hosted user annual subscription (ASP) renewal, price includes up to 10 named users.	\$60,450.00
132-32	VFA.auditor-Annual Subscrip VFA hosted	VFA-AUDV1-SUBS-USR11-25	VFA auditor V1 Building Condition Survey, VFA-hosted user annual subscription (ASP), price per named user for 11 to 25 users.	\$4,332.25
132-32	VFA.auditor-Annual Subscrip VFA hosted	VFA-AUDV1-SUBS-USR26-50	VFA auditor V1 Building Condition Survey, VFA-hosted user annual subscription (ASP), price per named user for 26 to 50 users.	\$3,848.65
132-32	VFA.auditor-Annual Subscrip VFA hosted	VFA-AUDV1-SUBS-USR51-100	VFA auditor V1 Building Condition Survey, VFA-hosted user annual subscription (ASP), price per named user for 51 to 100 users.	\$3,022.50
132-32	VFA.auditor-Annual Subscrip VFA hosted	VFA-AUDV1-SUBS-USR101-300	VFA auditor V1 Building Condition Survey, VFA-hosted user annual subscription (ASP), price per named user for 101 to 300 users.	\$967.20
132-32	VFA.auditor-Annual Subscrip VFA hosted	VFA-AUDV1-SUBS-USR301+	VFA auditor V1 Building Condition Survey, VFA-hosted user annual subscription (ASP), price per user for named users of 301 or more.	\$503.75
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR-BASE	VFA spendManager V8 VFA-hosted user annual subscription (ASP), price includes up to 25 named users	\$24,180.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR-BASE-R	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes up to 25 named users	\$24,180.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR26-50	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes 26 to 50 named users.	\$48,360.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR51-100	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes 51 to 100 named users.	\$72,540.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR101-200	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes 101 to 200 named users.	\$108,810.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR201-400	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes 201 to 400 named users.	\$161,200.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR401-700	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes 401 to 700 named users.	\$225,680.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR701-1000	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes 701 to 1,000 named users.	\$265,980.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR1001-1500	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes 1,001 to 1,500 named users.	\$346,580.00
132-32	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR1501-2000	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes 1,501 to 2,000 named users.	\$403,000.00

SIN	Product Name	Product Number	Product Description	GSA Price Including IFF
<b>SIN 132-33: Perpetual Software License</b>				
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR-BASE	VFA spendManager V8 perpetual license, price includes up to 25 named users. One time fee. Requires first year maintenance, part # VFA-SMV8-LIC-MAINT-BASE	\$68,510.00
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR26-50	VFA.spendManager V8 user perpetual license, price per user for 26 to 50 named users. One time fee. Requires first year maintenance, part# VFA-SMV8-LIC-MAINT26-50.	\$120,900.00
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR51-100	VFA.spendManager V8 user perpetual license, price per user for 51 to 100 named users. One time fee. Requires first year maintenance, part# VFA-SMV8-LIC-MAINT51-100.	\$181,350.00
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR101-200	VFA.spendManager V8 user perpetual license, price per user for 101 to 200 named users. One time fee. Requires first year maintenance, part# VFA-SMV8-LIC-MAINT101-200.	\$272,025.00
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR201-400	VFA.spendManager V8 user perpetual license, price per user for 201 to 400 named users. One time fee. Requires first year maintenance, part# VFA-SMV8-LIC-MAINT201-400.	\$403,000.00
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR401-700	VFA.spendManager V8 user perpetual license, price per user for 401 to 700 named users. One time fee. Requires first year maintenance, part# VFA-SMV8-LIC-MAINT401-700.	\$564,200.00
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR701-1000	VFA.spendManager V8 user perpetual license, price per user for 701 to 1,000 named users. One time fee. Requires first year maintenance, part# VFA-SMV8-LIC-MAINT701-1000.	\$664,950.00
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR1001-1500	VFA.spendManager V8 user perpetual license, price per user for 1,001 to 1,500 named users. One time fee. Requires first year maintenance, part# VFA-SMV8-LIC-MAINT1001-1500.	\$866,450.00
132-33	VFA.spendManager-Perpetual License	VFA-SMV8-LIC-USR1001-1500	VFA.spendManager V8 user perpetual license, price per user for 1,501 to 2,000 named users. One time fee. Requires first year maintenance, part# VFA-SMV8-LIC-MAINT1501-2000.	\$1,007,500.00
132-33	VFA.auditor-Perpetual License	VFA-AUDV1-LIC-USR-BASE	VFA auditor V1 Building Condition Survey, perpetual license, price includes up to 10 named users. One time fee. Includes online training for up to 10 users. Requires first year maintenance, part# VFA-AUDV1-LIC-MAINT-BASE.	\$151,125.00
132-33	VFA.auditor-Perpetual License	VFA-AUDV1-LIC-USR11-25	VFA auditor V1 Building Conidtin Survey, perpetual license, price per named user for 11 to 25 users. One time fee. Requires first year maintenance, part# VFA-AUDV1-LIC-MAINT11-25.	\$10,830.62
132-33	VFA.auditor-Perpetual License	VFA-AUDV1-LIC-USR26-50	VFA auditor V1 Building Conidtin Survey, perpetual license, price per named user for 26 to 50 users. One time fee. Requires first year maintenance, part# VFA-AUDV1-LIC-MAINT26-50.	\$9,621.62
132-33	VFA.auditor-Perpetual License	VFA-AUDV1-LIC-USR51-100	VFA auditor V1 Building Conidtin Survey, perpetual license, price per named user for 51 to 100 users. One time fee. Requires first year maintenance, part# VFA-AUDV1-LIC-MAINT51-100.	\$7,556.25
132-33	VFA.auditor-Perpetual License	VFA-AUDV1-LIC-USR101-300	VFA auditor V1 Building Conidtin Survey, perpetual license, price per named user for 51 to 100 users. One time fee. Requires first year maintenance, part# VFA-AUDV1-LIC-MAINT101-300.	\$2,418.00
132-33	VFA.auditor-Perpetual License	VFA-AUDV1-LIC-USR301+	VFA auditor V1 Building Condition Survey, user perpetual license, price per named user for 301 or more users. One time fee. Requires first year maintenance, part# VFA-AUDV1-LIC-MAINT301+.	\$1,259.37
132-33	VFA.facility-Perpetual License	VFA-FACV90-LIC-USR-BASE	VFA.facility V9.0 user perpetual license, price for up to 3 users. One time fee. Requires first year maintenance, part# VFA-FACV90-LIC-MAINT-BASE.	\$47,453.25
132-33	VFA.facility-Perpetual License	VFA-FACV90-LIC-USR4-9	VFA.facility V9.0 user perpetual license, price per named user for 4 to 9 users. One time fee. Requires first year maintenance, part# VFA-FACV90-LIC-MAINT4-9.	\$15,817.75
132-33	VFA.facility-Perpetual License	VFA-FACV90-LIC-USR10-24	VFA.facility V9.0 user perpetual license, price per named user for 10 to 24 users. One time fee. Requires first year maintenance, part# VFA-FACV90-LIC-MAINT10-24.	\$15,112.50
132-33	VFA.facility-Perpetual License	VFA-FACV90-LIC-USR25-49	VFA.facility V9.0 user perpetual license, price per named user for 25 to 49 users. One time fee. Requires first year maintenance, part# VFA-FACV90-LIC-MAINT25-49.	\$14,105.00

SIN	Product Name	Product Number	Product Description	GSA Price Including IFF
<b>SIN 132-33: Perpetual Software License Con't</b>				
132-33	VFA.facility-Perpetual License	VFA-FACV90-LIC-USR50-99	VFA.facility V9.0 user perpetual license, price per named user for 50 to 99 users. One time fee. Requires first year maintenance, part# VFA-FACV90-LIC-MAINT50-99.	\$12,493.00
132-33	VFA.facility-Perpetual License	VFA-FACV90-LIC-USR100-299	VFA.facility V9.0 user perpetual license, price per named user for 100 to 299 users. One time fee. Requires first year maintenance, part# VFA-FACV90-LIC-MAINT100-299.	\$10,276.50
132-33	VFA.facility-Perpetual License	VFA-FACV90-LIC-USR300+	VFA.facility V9.0 user perpetual license, price per named user for 300 or more users. One time fee. Requires first year maintenance, part# VFA-FACV90-LIC-MAINT300+.	\$7,858.50
132-33	VFA.facility Report Author	VFA-FACV90-RA-SUBS-USR	One seat of Report Author, an add-on to a standard VFA.facility seat enabling the user to edit standard reports and create their own reports in VFA.facility. Requires a full VFA.facility seat.	\$1,208.19
132-33	VFA.facility Reporting Users	VFA-FACV90-RU-SUBS-USR-5	5-seat package of Reporting Users, providing read-only access to VFA.facility dashboards and Reports module, including all standard reports and any reports created by Report Authors and shared with all users. Does not require a full VFA.facility seat.	\$4,025.97
132-33	AsetFusion-Perpetual License	VFA-AFV2-LIC-USR-BASE	AssetFusion V2 for IBM Maximo perpetual license, price for up to 3 named users. Includes up to 5 days implementation service. Requires VFA.facility. Requires first year maintenance, part# VFA-AFV2-LIC-MAINT-BASE.	\$35,262.50
132-33	AsetFusion-Perpetual License	VFA-AFV2-LIC-USR4	AssetFusion V2 for IBM Maximo perpetual license, price per user for 4 or more named users. Requires qty: 1 of Part# VFA-AFV2-LIC-USER-BASE. Requires first year maintenance, part# VFA-AFV2-LIC-MAINT4.	\$5,037.50
<b>SIN 132-34: Maintenance of Software as a Service</b>				
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT-BASE	VFA.spendManager V8 Licensed Maintenance and Support for up to 25 users (20% of license fee).	\$12,090.00
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT26-50	VFA.spendManager V8 Licensed Maintenance and Support, price per user license for 26 to 50 named users (20% of license fee).	\$24,180.00
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT51-100	VFA.spendManager V8 Licensed Maintenance and Support, price per user license for users 51 to 100 (20% of license fee).	\$36,270.00
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT101-200	VFA.spendManager V8 Licensed Maintenance and Support, price per user license for users 101 to 200 (20% of license fee).	\$54,405.00
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT201-400	VFA.spendManager V8 Licensed Maintenance and Support, price per user license for users 201 to 400 (20% of license fee).	\$80,600.00
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT401-700	VFA.spendManager V8 Licensed Maintenance and Support, price per user license for users 401 to 700 (20% of license fee).	\$112,840.00
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT701-1000	VFA.spendManager V8 Licensed Maintenance and Support, price per user license for users 701 to 1,000 (20% of license fee).	\$132,990.00
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT1001-1500	VFA.spendManager V8 Licensed Maintenance and Support, price per user license for users 1,001 to 1,500 (20% of license fee).	\$173,290.00
132-34	VFA.spendManager-Licensed Maintenance	VFA-SMV8-LIC-MAINT1501-2000	VFA.spendManager V8 Licensed Maintenance and Support, price per user license for users 1,501 to 2,000 (20% of license fee).	\$201,500.00
132-34	VFA.auditor-Licensed Maintenance	VFA-AUDV1-LIC-MAINT-BASE	VFA.auditor V1 Licensed Maintenance and Support for 10 users (20% of license fee)	\$30,225.00
132-34	VFA.auditor-Licensed Maintenance	VFA-AUDV1-LIC-MAINT11-25	VFA.auditor V1 Licensed Maintenance and Support, price per user license for users 11 to 25 (20% of license fee)	\$2,166.12
132-34	VFA.auditor-Licensed Maintenance	VFA-AUDV1-LIC-MAINT26-50	VFA.auditor V1 Licensed Maintenance and Support, price per user license for users 26 to 50 (20% of license fee)	\$1,924.32
132-34	VFA.auditor-Licensed Maintenance	VFA-AUDV1-LIC-MAINT51-100	VFA.auditor V1 Licensed Maintenance and Support, price per user license for users 51 to 100 (20% of license fee)	\$1,511.25
132-34	VFA.auditor-Licensed Maintenance	VFA-AUDV1-LIC-MAINT101-300	VFA.auditor V1 Licensed Maintenance and Support, price per user license for users 101 to 300 (20% of license fee)	\$483.60
132-34	VFA.auditor-Licensed Maintenance	VFA-AUDV1-LIC-MAINT301+	VFA.auditor V1 Building Condition Survey, Licensed Maintenance and Support, price per user license for named users of 301 or more (20% of license fee).	\$251.87
132-34	AssetFusion-Licensed Maintenance	VFA-AFV2-LIC-MAINT-BASE	AssetFusion V2 for IBM Maximo Licensed Maintenance and Support for up to 3 users (20% of license fee).	\$7,052.50



SIN	Product Name	Product Number	Product Description	GSA Price Including IFF
<b>SIN 132-34: Maintenance of Software as a Service Con't</b>				
132-34	AssetFusion-Licensed Maintenance	VFA-AFV2-LIC-MAINT4	AssetFusion V2 for IBM Maximo Licensed Maintenance and Support, price per user license for 4 or more users (20% of license fee).	\$1,007.50
132-34	VFA.facility-Licensed Maintenance	VFA-FACV90-LIC-MAINT-BASE	VFA.facility V9.0 Annual Licensed Maintenance and Support, price for up to 3 named users (20% of license fee).	\$9,490.65
132-34	VFA.facility-Licensed Maintenance	VFA-FACV90-LIC-MAINT4-9	VFA.facility V9.0 Annual Licensed Maintenance and Support, price per named user for 4 to 9 users (20% of license fee).	\$3,163.55
132-34	VFA.facility-Licensed Maintenance	VFA-FACV90-LIC-MAINT10-24	VFA.facility V9.0 Annual Licensed Maintenance and Support, price per named user for 10 to 24 users (20% of license fee).	\$3,022.50
132-34	VFA.facility-Licensed Maintenance	VFA-FACV90-LIC-MAINT25-49	VFA.facility V9.0 Annual Licensed Maintenance and Support, price per named user for 25 to 49 users (20% of license fee).	\$2,821.00
132-34	VFA.facility-Licensed Maintenance	VFA-FACV90-LIC-MAINT50-99	VFA.facility V9.0 Annual Licensed Maintenance and Support, price per named user for 50 to 99 users (20% of license fee).	\$2,498.60
132-34	VFA.facility-Licensed Maintenance	VFA-FACV90-LIC-MAINT100-299	VFA.facility V9.0 Annual Licensed Maintenance and Support, price per named user for 100 to 299 users (20% of license fee).	\$2,055.30
132-34	VFA.facility-Licensed Maintenance	VFA-FACV90-LIC-MAINT300+	VFA.facility V9.0 Annual Licensed Maintenance and Support per named user for 300 or more users (20% of license fee).	\$1,571.70
132-34	VFA Software-Points of Contact	VFA-SW-ADDDPOC36-50	Additional Points of Contacts (POCs), annual price per POC from 36-50	\$2,901.60
132-34	VFA Software-Points of Contact	VFA-SW-ADDDPOC2-5	Additional Points of Contact (POC), annual price per POC from 2 to 5	\$14,105.00
132-34	VFA Software-Points of Contact	VFA-SW-ADDDPOC6-15	Additional Points Of Contacts (POCs), annual price per POC from 6 to 15	\$6,609.20
132-34	VFA Software-Points of Contact	VFA-SW-ADDDPOC16-25	Additional Points of Contacts (POCs), annual price per POC from 16 to 25	\$5,037.50
132-34	VFA Software-Points of Contact	VFA-SW-ADDDPOC26-35	Additional Points of Contacts (POCs), annual price per POC	\$3,707.60
<b>SIN 132-50: Training Courses</b>				
132-50	VFA.facility Classroom Training - Onsite	VFA-FAC-SITE-SWTRAIN	VFA.facility V9 2-day onsite training, Module 1 (Asset Data) and Module 2 (Capital Planning & Budgeting), max 20 students.	\$7,178.43
132-50	VFA.facility Classroom Training - 101	VFA-FAC-BOS-SWTRAIN-MOD1	Regularly scheduled VFA.facility V9 training in Boston, Module 1: Asset Data price per student [1 day course]	\$622.13
132-50	VFA.facility Classroom Training - 201	VFA-FAC-BOS-SWTRAIN-MOD2	Regularly scheduled VFA.facility V9 training in Boston, Module 2: Capital Planning & Budgeting price per student [1 day course]	\$622.13
132-50	VFA FICP Training per Student	VFA-FIC-BOS-TRAINING	Regularly scheduled training in Boston, VFA Assessment Certification Program (Facilities Inspection Certificate), includes 2.5 days of training on assessment methodology as well as associated use of technology, price per student.	\$1,914.25
132-50	VFA FICP Training per Session	VFA-FIC-SITE-TRAINING	Onsite training, VFA Assessment Certification Program (Facilities Inspection Certificate), includes 2.5 days of training on assessment methodology as well as associated use of technology, price per session.	\$14,356.87
132-50	VFA.auditor Software Training - Classroom	VFA-AUD-SITE-SWTRAIN	VFA.auditor V1 onsite training, 2 days, max 4 sessions, max 80 students	\$7,178.43
132-50	VFA.auditor Software Training - Online	VFA-AUD-WEB-SWTRAIN10	Single Webex-based session VFA.auditor V1 training for up to 10 users	\$1,914.25
132-50	VFA.auditor Software Training - Online	VFA-AUD-WEB-SWTRAIN20	Single Webex-based session VFA.auditor V1 training for up to 20 users	\$3,349.93
132-50	VFA.auditor Software Training - Online	VFA-AUD-WEB-SWTRAIN50	Two Webex-based sessions VFA.auditor V1 training sessions for up to 50 students	\$5,742.75
132-50	VFA.auditor Software Training - Online	VFA-AUD-WEB-SWTRAIN51	Webex-based VFA.auditor V1 training session, minimum 51	\$2,392.81

SIN	Product Name	Product Number	Product Description	GSA Price Including IFF
<b>SIN 132-52: Electronic Commerce Services</b>				
132-52	VFA.facility-Annual Subscrip VFA hosted	VFA-FACV90-SUBS-USR-BASE	VFA.facility V9.0 VFA-hosted user annual subscription (ASP), price for up to 3 named users.	\$18,981.30
132-52	VFA.facility-Annual Subscrip VFA hosted	VFA-FACV90-SUBS-USR-BASE-R	VFA.facility V9.0 VFA-hosted user annual subscription (ASP) renewal, price for up to 3 named users.	\$18,981.30
132-52	VFA.facility-Annual Subscrip VFA hosted	VFA-FACV90-SUBS-USR4-9	VFA.facility V9.0 VFA-hosted user annual subscription (ASP), price per named user for 4 to 9 users.	\$6,327.10
132-52	VFA.facility-Annual Subscrip VFA hosted	VFA-FACV90-SUBS-USR10-24	VFA.facility V9.0 VFA-hosted user annual subscription (ASP), price per named user for 10 to 24 users.	\$6,045.00
132-52	VFA.facility-Annual Subscrip VFA hosted	VFA-FACV90-SUBS-USR25-49	VFA.facility V9.0 VFA-hosted user annual subscription (ASP), price per named user for 25 to 49 users.	\$5,642.00
132-52	VFA.facility-Annual Subscrip VFA hosted	VFA-FACV90-SUBS-USR50-99	VFA.facility V9.0 VFA-hosted user annual subscription (ASP), price per named user for 50 to 99 users.	\$4,997.20
132-52	VFA.facility-Annual Subscrip VFA hosted	VFA-FACV90-SUBS-USR100-299	VFA.facility V9.0 VFA-hosted user annual subscription (ASP), price per named user for 100 to 299 users.	\$4,110.60
132-52	VFA.facility-Annual Subscrip VFA hosted	VFA-FACV90-SUBS-USR300+	VFA.facility V9.0 VFA-hosted user annual subscription (ASP), price per named user for 300 or more users.	\$3,143.40
132-52	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR-BASE	VFA spendManager V8 VFA-hosted user annual subscription (ASP), price includes up to 25 named users	\$24,180.00
132-52	VFA.spendManager-Annual Subs VFA hosted	VFA-SMV8-SUBS-USR-BASE-R	VFA spendManager V8 VFA-hosted user annual subscription (ASP) renewal, price includes up to 25 named users	\$24,180.00