



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

**Special Item No. 132-33 Perpetual Software Licenses**

**Special Item No. 132-34 Maintenance of Software**

**Special Item No. 132-50 Training Courses**

**Special Item No. 132-51 Information Technology Professional Services**

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

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

- FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
  - Large Scale Computers: Operating System Software, Application Software, Electronic Commerce (EC) Software, Utility Software, Communications Software, Core Financial Management Software, Ancillary Financial Systems Software, Special Physical, Visual, Speech, and Hearing Aid Software
  - Microcomputers: Application Software, Operating System 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 1:** Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at

<http://www.core.gov>.

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

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.

**SIN 132-50 - TRAINING COURSES**

- FPDS Code U012

### **SIN 132-51 - 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.

**Blackbox Migrations, LLC (doing business as BlackBox Partners)**

3326 Avenue O

Galveston, Texas 77550

(703) 294-4974 main

(509) 277-3465 fax

<http://www.blackboxpartners.com>



**Contract Number: GS-35F-0233W**

**Period Covered by Contract: 2/2/2010 – 2/1/2015**

**Price List current through Modification PO#12, dated August 8<sup>th</sup>, 2013.**

**General Services Administration**

**Federal Acquisition Service**

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

## Table of Contents

SPECIAL NOTICE TO AGENCIES: Small Business Participation .....	8
1. Geographic Scope of Contract:.....	8
2. Contractor's Ordering Address and Payment Information: .....	8
3. Liability for Injury or Damage: .....	9
4. Statistical Data for Government Ordering Office Completion of Standard Form 279:.....	9
5. FOB: Destination.....	9
6. Delivery Schedule:.....	9
7. Discounts:.....	10
8. Trade Agreements Act of 1979, as amended: .....	10
9. Statement Concerning Availability of Export Packing:.....	10
10. Small Requirements: .....	10
11. Maximum Order:.....	10
12. Use of Federal Supply Service Information Technology Schedule Contracts:.....	10
13. Federal Information Technology/Telecommunication Standards Requirements: .....	12
14. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2001).....	12
15. Contract Administration for Ordering Activities.....	13
16. GSA Advantage! .....	13
17. Purchase of Open Market Items.....	14
18. Contractor Commitments, Warranties and Representations.....	14
19. Overseas Activities .....	14
20. Blanket Purchase Agreements (BPAs).....	15
21. Contractor Team Arrangements.....	15
22. Installation, Deinstallation, Reinstallation.....	15
23. Section 508 Compliance .....	15
24. Prime Contractor Ordering from Federal Supply Schedules .....	16
25. Insurance – Work on a Government Installation (JAN 1997)(FAR 52.228-5).....	16
26. Software Interoperability .....	16
27. Advance Payments.....	16
Terms and Conditions Applicable Perpetual Software Licenses (Special Item Number 132-33) and Maintenance as a Service (Special Item Number 132-34) of General Purpose Commercial Information Technology Software17	

1. Inspection/Acceptance.....	17
2. Guarantee/Warranty .....	17
3. Technical Services .....	17
Savision Technical Support.....	17
4. Software Maintenance.....	17
5. Utilization Limitations (SIN 132-33, SIN 132-34) .....	18
6. Software Conversions (SIN 132-33) .....	19
7. Descriptions and Equipment Compatibility.....	19
8. Right-to-Copy Pricing .....	19
9. Products & Pricing under SINs 132-33, 132-34.....	19
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM 132-50) .....	
1. Scope .....	25
2. Order .....	25
3. Time of Delivery .....	25
4. Cancellation and Rescheduling.....	25
5. Follow-Up Support .....	25
6. Price for Training.....	26
7. Invoices and Payment .....	26
8. Format and Content of Training .....	26
9. “No Charge” Training .....	26
10. List of Training Courses Offered with GSA Pricing .....	27
11. Descriptions of Training Courses Offered.....	28
Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51).....	
1. Scope .....	31
2. Performance Incentives.....	31
3. Ordering Procedures for Services (Requiring a Statement of Work) (G-FCI-920) (MAR 2003) .....	31
4. Order .....	31
5. Performance of Services.....	32
6. Stop-Work Order (FAR 52.242-15) (AUG 1989).....	32
7. Inspection of Services.....	33

8.	Responsibilities of the Contractor.....	33
9.	Responsibilities of the Ordering Activity.....	33
10.	Independent Contractor.....	33
11.	Organizational Conflicts of Interest.....	33
12.	Invoices.....	34
13.	Payments.....	34
14.	Resumes.....	34
15.	Incidental Support Costs.....	34
16.	Approval of Subcontracts.....	34
17.	Description of IT Services.....	34
	SIN 132-51 IT PROFESSIONAL SERVICES.....	35
	COMMERCIAL JOB TITLE: Senior Project Manager.....	35
	COMMERCIAL JOB TITLE: Project Manager III.....	35
	COMMERCIAL JOB TITLE: Junior Project Manager II.....	35
	COMMERCIAL JOB TITLE : Business Analyst III.....	36
	COMMERCIAL JOB TITLE : Specialty Consultant III.....	36
	COMMERCIAL JOB TITLE : Specialty Consultant II.....	36
	COMMERCIAL JOB TITLE: Consultant III.....	37
	COMMERCIAL JOB TITLE: Consultant II.....	37
	COMMERCIAL JOB TITLE: Consultant I.....	37
	COMMERCIAL JOB TITLE: Staff Consultant I.....	38
	COMMERCIAL JOB TITLE: Documentation Analyst III.....	38
	COMMERCIAL JOB TITLE: Documentation Analyst I.....	38
18.	Blackbox GSA Pricing for SIN 132-51.....	39
	USA Commitment to Promote Small Business Participation Procurement Programs.....	40
1.	Preamble.....	40
2.	Commitment.....	40
	Suggested Blanket Purchase Agreement for FSS IT Schedule Pricelist.....	41
	Basic Guidelines for using "Contractor Team Arrangements".....	44
	Appendix A: 132-33 and 134-34 Products and GSA Prices.....	45
	Appendix B: Savision Federal End User License Agreement (EULA).....	46
	Appendix B: Savision End User License Agreement (EULA).....	46



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

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

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

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

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

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

**1. Geographic Scope of Contract:**

*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:**

**Blackbox Migrations, LLC (d.b.a. BlackBox Partners)**

1804 North 21<sup>st</sup> Street  
Arlington, Virginia 22209-1003



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

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

TEL: (202) 288-6004

FAX: (509) 277-3465

Contact: William H. "Bill" Dannenmaier, Chief Executive Officer

EMAIL: bill@blackboxpartners.com

### 3. Liability for Injury or Damage:

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

### 4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **605057780**

Block 30: Type of Contractor – **Other Small Business**

Block 31: Woman-Owned Small Business -**No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **20-4055378**

4a. CAGE Code: **498N8**

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

### 5. FOB: Destination

### 6. Delivery Schedule:

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

<b>SPECIAL ITEM NUMBER</b>	<b>DELIVERY TIME (Days ARO)</b>
<u>132-33</u>	<b><u>7 days</u></b>
<u>132-34</u>	<b><u>7 days</u></b>
<u>132-51</u>	<b><u>To be negotiated between the Agency and the Contractor</u></b>

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: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity- None
- c. Dollar Volume- None
- d. Other Special Discounts: 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:**

None

## **10. Small Requirements:**

The minimum dollar value of orders to be issued is \$100.

## **11. Maximum Order:**

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

- a) Special Item No. 132-33 Perpetual Software Licenses
- b) Special Item No. 132-34 Maintenance of Software
- c) Special Item No. 132-51 Information Technology Professional Services

## **12. Use of Federal Supply Service Information Technology Schedule Contracts:**

In accordance with FAR 8.404:

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

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

- a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the GSA Advantage! on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider—
  - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  - (2) Trade-in considerations;
  - (3) Probable life of the item selected as compared with that of a comparable item;
  - (4) Warranty considerations;
  - (5) Maintenance availability;
  - (6) Past performance; and
  - (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall review additional Schedule Contractors'
  - (1) Catalogs/Pricelists or use the GSA Advantage! on-line shopping service;
  - (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
  - (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
  - (2) Offer the lowest price available under the contract; or
  - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
  - e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

- f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micropurchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

### **13. Federal Information Technology/Telecommunication Standards Requirements:**

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

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

### **14. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2001)**

a. **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

b. **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

c. **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

g. **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

h. **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

i. **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

j. **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

## 15. Contract Administration for Ordering Activities

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

## 16. GSA Advantage!

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

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and

(3) Product categories.

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

## 17. Purchase of Open Market Items

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

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

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## 18. Contractor Commitments, Warranties and Representations.

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

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

## 19. Overseas Activities

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

**None**

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

## 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.

## 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): <http://www.blackboxpartners.com>.

## 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 Perpetual Software Licenses (Special Item Number 132-33) and Maintenance as a Service (Special Item Number 132-34) of General Purpose Commercial Information Technology Software

## 1. Inspection/Acceptance

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

## 2. Guarantee/Warranty

- a) Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. All warranties are passed through from the manufacturer. Please contact Blackbox Partners for additional information.
- b) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c) Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d) See Section I, Paragraph 18 for more information.

## 3. Technical Services

Technical services are not included in the government's price for software. Technical support services are only provided in conjunction with the purchase of software maintenance (SIN 132-34), and contact information will vary per manufacturer and per product.

## Savision Technical Support

Support for Savision products can be found via their website, [www.savision.com](http://www.savision.com). Terms and conditions of the Savision End User License Agreement can be found in Appendix B.

## 4. Software Maintenance

- a) **Software maintenance as it is defined:**
  - i. **Software Maintenance as a Product (SIN 132-33):** 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 (see 4.a.ii or next item).

- ii. **Software Maintenance as a Service (SIN 132-34):** 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.

- 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).

## 5. Utilization Limitations (SIN 132-33, SIN 132-34)

- 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:
  - i. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - ii. 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.
  - iii. Except as is provided in paragraph 5.b(ii) 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.
  - iv. 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.

- v. "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.

## 6. Software Conversions (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

## 7. 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.

## 8. Right-to-Copy Pricing

We do not offer any Right-to-Copy software products.

## 9. Products & Pricing under SINS 132-33, 132-34

All Blackbox products available under Sins 132-33 and 132-34 are also detailed on our website at [www.blackboxpartners.com](http://www.blackboxpartners.com). The following is sorted by SIN, Manufacturer and Product Code and will correspond to products that are available via [www.gsadvantage.com](http://www.gsadvantage.com). Search for "Blackbox Migrations" in the keyword search bar to see all products offered under our schedule.

<b>Sin #</b>	<b>Manufacturer/Supplier</b>	<b>Manufacturer Part #</b>	<b>Product Name/Description</b>	<b>Proposed GSA Price (w/o IFF)</b>
132-33	Savision	P-LM2007-BASE-SE	Live Maps-Base License-Single Management Group-25 Views-Standard	\$5,700.00
132-33	Savision	P-LM2007-3PACK-SE	Live Maps-Base License-3 Management Group Pack-20 Views-Standard	\$9,500.00
132-33	Savision	P-LM2007-UNLTD-SE	Live Maps-Base License-Unlimited Views-Standard	\$76,000.00
132-33	Savision	P-LM2007-100VIEW-SE	Live Maps-Additional 100 View Bundle-Standard	\$11,400.00

132-33	Savision	P-LM2007-500VIEW-SE	Live Maps-Additional 500 View Bundle-Standard	\$32,300.00
132-33	Savision	P-LM2007-TOPO-SE	Live Maps-Topology Discovery Module-10 views-Standard	\$1,187.50
132-33	Savision	M1-LM2007-BASE-SE	Live Maps-Base License-Single Management Group-Standard-Support	\$1,140.00
132-33	Savision	M1-LM2007-3PACK-SE	Live Maps-Base License-3 Management Group Pack-Standard-Support	\$1,900.00
132-33	Savision	M1-LM2007-UNLTD-SE	Live Maps-Base License-Unlimited Views-Standard-Support	\$15,200.00
132-33	Savision	M1-LM2007-100VIEW-SE	Live Maps-Additional 100 View Bundle-Standard-Support	\$2,280.00
132-33	Savision	M1-LM2007-500VIEW-SE	Live Maps-Additional 500 View Bundle-Standard-Support	\$6,460.00
132-33	Savision	M1-LM2007-TOPO-SE	Live Maps-Topology Discovery Module-Standard-Support	\$237.50
132-33	Savision	P-LM2007-BASE-EE	Live Maps-Base License-Single Management Group-25 Views-Enterprise	\$11,400.00
132-33	Savision	P-LM2007-3PACK-EE	Live Maps-Base License-3 Management Group Pack-20 Views-Enterprise	\$19,000.00
132-33	Savision	P-LM2007-UNLTD-EE	Live Maps-Base License-Unlimited Views-Enterprise	\$152,000.00
132-33	Savision	P-LM2007-100VIEW-EE	Live Maps-Additional 100 View Bundle-Enterprise	\$22,800.00
132-33	Savision	P-LM2007-500VIEW-EE	Live Maps-Additional 500 View Bundle-Enterprise	\$64,600.00
132-33	Savision	P-LM2007-TOPO-EE	Live Maps-Topology Discovery Module-10 views-Enterprise	\$2,375.00
132-33	Savision	M1-LM2007-BASE-EE	Live Maps-Base License-Single Management Group-Enterprise-Support	\$2,280.00
132-33	Savision	M1-LM2007-3PACK-EE	Live Maps-Base License-3 Management Group Pack-Enterprise-Support	\$3,800.00
132-33	Savision	M1-LM2007-UNLREGION-EE	Live Maps-Base License-Unlimited Views-Enterprise-Support	\$30,400.00
132-33	Savision	M1-LM2007-100VIEW-EE	Live Maps-Additional 100 View Bundle-Enterprise-Support	\$4,560.00

132-33	Savision	M1-LM2007-500VIEW-EE	Live Maps-Additional 500 View Bundle-Enterprise-Support	\$12,920.00
132-33	Savision	M1-LM2007-TOPO-EE	Live Maps-Topology Discovery Module-Enterprise-Support	\$475.00
132-33	Savision	P-LM2012-BASE-SE	Live Maps-Base License-Single Management Group-25 Views-Standard	\$6,840.00
132-34	Savision	P-LM2012-3PACK-SE	Live Maps-Base License-3 Management Group Pack-20 Views-Standard	\$11,400.00
132-34	Savision	P-LM2012-UNLTD-SE	Live Maps-Base License-Unlimited Views-Standard	\$91,200.00
132-34	Savision	P-LM2012-100VIEW-SE	Live Maps-Additional 100 View Bundle-Standard	\$13,680.00
132-34	Savision	P-LM2012-500VIEW-SE	Live Maps-Additional 500 View Bundle-Standard	\$38,760.00
132-34	Savision	P-LM2012-TOPO-SE	Live Maps-Topology Discovery Module-10 views-Standard	\$1,425.00
132-34	Savision	M1-LM2012-BASE-SE	Live Maps-Base License-Single Management Group-Standard-Support	\$1,368.00
132-34	Savision	M1-LM2012-3PACK-SE	Live Maps-Base License-3 Management Group Pack-Standard-Support	\$2,280.00
132-34	Savision	M1-LM2012-UNLTD-SE	Live Maps-Base License-Unlimited Views-Standard-Support	\$18,240.00
132-34	Savision	M1-LM2012-100VIEW-SE	Live Maps-Additional 100 View Bundle-Standard-Support	\$2,736.00
132-34	Savision	M1-LM2012-500VIEW-SE	Live Maps-Additional 500 View Bundle-Standard-Support	\$7,752.00
132-34	Savision	M1-LM2012-TOPO-SE	Live Maps-Topology Discovery Module-Standard-Support	\$285.00
132-34	Savision	P-LM2012-BASE-EE	Live Maps-Base License-Single Management Group-25 Views-Enterprise	\$13,680.00
132-34	Savision	P-LM2012-3PACK-EE	Live Maps-Base License-3 Management Group Pack-20 Views-Enterprise	\$22,800.00
132-34	Savision	P-LM2012-UNLTD-EE	Live Maps-Base License-Unlimited Views-Enterprise	\$182,400.00
132-34	Savision	P-LM2012-100VIEW-EE	Live Maps-Additional 100 View Bundle-Enterprise	\$27,360.00

132-34	Savision	P-LM2012-500VIEW-EE	Live Maps-Additional 500 View Bundle-Enterprise	\$77,520.00
132-34	Savision	P-LM2012-TOPO-EE	Live Maps-Topology Discovery Module-10 views-Enterprise	\$2,850.00
132-34	Savision	M1-LM2012-BASE-EE	Live Maps-Base License-Single Management Group-Enterprise-Support	\$2,736.00
132-34	Savision	M1-LM2012-3PACK-EE	Live Maps-Base License-3 Management Group Pack-Enterprise-Support	\$4,560.00
132-34	Savision	M1-LM2012-UNLTD-EE	Live Maps-Base License-Unlimited Views-Enterprise-Support	\$36,480.00
132-34	Savision	M1-LM2012-100VIEW-EE	Live Maps-Additional 100 View Bundle-Enterprise-Support	\$5,472.00
132-34	Savision	M1-LM2012-500VIEW-EE	Live Maps-Additional 500 View Bundle-Enterprise-Support	\$15,504.00
132-34	Savision	M1-LM2012-TOPO-EE	Live Maps-Topology Discovery Module-Enterprise-Support	\$570.00
132-34	Savision	P-VS-WIN-25	Vital Signs-Windows Server Qty=1-25	\$190.00
132-34	Savision	P-VS-WIN-26-100	Vital Signs-Windows Server Qty=26-100	\$166.25
132-34	Savision	P-VS-WIN-101+	Vital Signs-Windows Server Qty=101+	\$142.50
132-34	Savision	P-VS-SQL-25	Vital Signs-SQL Server Qty=1-25	\$285.00
132-34	Savision	P-VS-SQL-26-100	Vital Signs-SQL Server Qty=26-100	\$237.50
132-34	Savision	P-VS-SQL-101+	Vital Signs-SQL Server Qty=101+	\$142.50
132-34	Savision	P-VS-HYPERV-25	Vital Signs-Hyper-V Server Qty=1-25	\$712.50
132-34	Savision	P-VS-HYPERV-26-100	Vital Signs-Hyper-V Server Qty=26-100	\$475.00
132-34	Savision	P-VS-HYPERV-101+	Vital Signs-Hyper-V Server Qty=101+	\$285.00
132-34	Savision	P-VS-EXCH-25	Vital Signs-Exchange Server Qty=1-25	\$285.00
132-34	Savision	P-VS-EXCH-26-100	Vital Signs-Exchange Server Qty=26-100	\$237.50
132-34	Savision	P-VS-EXCH-101+	Vital Signs-Exchange Server Qty=101+	\$142.50
132-34	Savision	P-VS-HYPERVPLUS-25	Vital Signs-Hyper-V Plus Server Qty=1-25	\$950.00
132-34	Savision	P-VS-HYPERVPLUS-26-100	Vital Signs-Hyper-V Plus Server Qty=26-100	\$712.50

132-34	Savision	P-VS-HYPERVPLUS-101+	Vital Signs-Hyper-V Plus Server Qty=101+	\$475.00
132-34	Savision	P-VS-SHAREPT-25	Vital Signs-SharePoint Server Qty=1-25	\$285.00
132-34	Savision	P-VS-SHAREPT-26-100	Vital Signs-SharePoint Server Qty=26-100	\$237.50
132-34	Savision	P-VS-SHAREPT-101+	Vital Signs-SharePoint Server Qty=101+	\$142.50
132-34	Savision	P-VS-VMWARE-25	Vital Signs-VMware Server Qty=1-25	\$950.00
132-34	Savision	P-VS-VMWARE-26-100	Vital Signs-VMware Server Qty=26-100	\$712.50
132-34	Savision	P-VS-VMWARE-101+	Vital Signs-VMware Server Qty=101+	\$475.00
132-34	Savision	M-VS-WIN-25	Vital Signs-Windows Server Qty=1-25-Support	\$38.00
132-34	Savision	M-VS-WIN-26-100	Vital Signs-Windows Server Qty=26-100-Support	\$33.25
132-34	Savision	M-VS-WIN-101+	Vital Signs-Windows Server Qty=101+-Support	\$28.50
132-34	Savision	M-VS-SQL-25	Vital Signs-SQL Server Qty=1-25-Support	\$57.00
132-34	Savision	M-VS-SQL-26-100	Vital Signs-SQL Server Qty=26-100-Support	\$47.50
132-34	Savision	M-VS-SQL-101+	Vital Signs-SQL Server Qty=101+-Support	\$28.50
132-34	Savision	M-VS-EXCH-25	Vital Signs-Hyper-V Server Qty=1-25-Support	\$142.50
132-34	Savision	M-VS-EXCH-26-100	Vital Signs-Hyper-V Server Qty=26-100-Support	\$95.00
132-34	Savision	M-VS-EXCH-101+	Vital Signs-Hyper-V Server Qty=101+-Support	\$57.00
132-34	Savision	M-VS-HYPERV-25	Vital Signs-Exchange Server Qty=1-25-Support	\$57.00
132-34	Savision	M-VS-HYPERV-26-100	Vital Signs-Exchange Server Qty=26-100-Support	\$47.50
132-34	Savision	M-VS-HYPERV-101+	Vital Signs-Exchange Server Qty=101+-Support	\$28.50
132-34	Savision	M-VS-HYPERVPLUS-25	Vital Signs-Hyper-V Plus Server Qty=1-25-Support	\$190.00
132-34	Savision	M-VS-HYPERVPLUS-26-100	Vital Signs-Hyper-V Plus Server Qty=26-100-Support	\$142.50
132-34	Savision	M-VS-HYPERVPLUS-101+	Vital Signs-Hyper-V Plus Server Qty=101+-Support	\$95.00
132-34	Savision	M-VS-SHAREPT-25	Vital Signs-SharePoint Server Qty=1-25-Support	\$57.00
132-34	Savision	M-VS-SHAREPT-26-100	Vital Signs-SharePoint Server Qty=26-100-Support	\$47.50

132-34	Savision	M-VS-SHAREPT-101+	Vital Signs-SharePoint Server Qty=101+-Support	\$28.50
132-34	Savision	M-VS-VMWARE-25	Vital Signs-VMware Server Qty=1-25-Support	\$190.00
132-34	Savision	M-VS-VMWARE-26-100	Vital Signs-VMware Server Qty=26-100-Support	\$142.50
132-34	Savision	M-VS-VMWARE-101+	Vital Signs-VMware Server Qty=101+-Support	\$95.00



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

### **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 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 or online 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) 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 order placed under the MAS, 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.

None Provided

## 10. List of Training Courses Offered with GSA Pricing

Please find enclosed a list of the Training Courses currently offered by Blackbox Migrations, LLC (d.b.a. BlackBox Partners) to the Government along with the corresponding prices.

The GSA Price for each course includes a flat \$20 fee for Training Materials (printing, shipping and handling).

Each course is certified by the Project Management Institute. Each course provides seven (7) Professional Development Units (PDUs) for each full day of training taken towards ongoing education requirements for individuals who hold Project Management Professional (PMP) certifications.

Descriptions and Prerequisites for each course follow in the next section.

<i>Sin</i>	<i>Course ID</i>	<i>Course Title</i>	<i># Days</i>	<i>Customer Site: Gsa discounted Flat Rate up to 20 students with IFF</i>	<i>Customer Site: GSA discounted Per Student rate above 20 with IFF</i>	<i>Off-Site Location: Flat Rate up to 20 students with IFF</i>	<i>Off-site Location: Per Student above 20 with IFF</i>
132-50	BBP-IPM	<a href="#">Introduction to Project Management</a>	3	\$8,999.49	\$499.97	\$10,799.39	\$599.97
132-50	BBP-EOPM	<a href="#">Executive Overview of Project Management</a>	1	\$2,999.83	\$199.99	\$3,599.80	\$239.99
132-50	BBP-IMSP	<a href="#">Introduction to Microsoft Project</a>	1	\$2,999.83	\$199.99	\$3,599.80	\$239.99
132-50	BBP-AMSE	<a href="#">Advanced Microsoft Excel</a>	1	\$2,999.83	\$199.99	\$3,599.80	\$239.99

## 11. Descriptions of Training Courses Offered

In all cases, the website links for each class open up a full description of the course, links to One-Page PDF info sheets for the course, Course Prospectuses with sample material, and other detailed information.

[www.blackboxknowledge](http://www.blackboxknowledge.com) is the Training and Education website of Blackbox Partners.

### a) **BBP-IPM: Introduction to Project Management**

**Website:** <http://www.blackboxknowledge.com/training/ipm.html>

**Student Prerequisites:** No prerequisites required

**Course Overview:** Introduction to Project Management (IPM) is a 3-day course introducing the common language, techniques, and processes of project management using the Project Management Institute (PMI) PMBOK Guide® standard. This course is an instructor-led classroom course that awards 21 PMI Professional Development Units (PDUs).

**Detailed Course Description:** Introduction to Project Management (IPM) is organized according to the lifecycle a normal project, giving students real-world examples mixed with the established theories and practices for initiating, planning, executing, monitoring & controlling, and closing a project. The class teaches tools and techniques of the processes in all ten knowledge areas of the PMBOK Guide®:

- Integration - performing the work of the project and controlling changes and variances through a change control process.
- Scope - building an understanding of the work of the project by understanding requirements through a work breakdown structure.
- Time - creating a meaningful schedule with a knowledge of the critical path of activities on the project.
- Cost - building a clear time-phased budget for the project
- Resources - planning and controlling people, places, and things used on the project
- Other Knowledge Areas covered and explained include Risk, Quality, Communications, Procurement, and Stakeholder Management.

A comprehensive case study is followed through the three days of the course in order to practice techniques being taught. Students are encouraged to bring laptops and are provided with electronic templates as part of the class materials.

### b) **BBP-EOPM: Executive Overview of Project Management**

**Website:** <http://www.blackboxknowledge.com/training/eopm.html>

**Student Prerequisites:** No prerequisites required

**Course Overview:** Executive Overview of Project Management (EOPM) is a 1-day course introducing the common language and processes of project management using the Project Management Institute (PMI®) PMBOK® Guide standard. This course is an instructor-led classroom course that awards 7 PMI Professional Development Units (PDUs). Conducted in an executive workshop setting.

**Detailed Course Description:** Executive Overview of Project Management (EOPM) is organized to focus on the questions that are foremost in the minds of executives in project-intensive organizations:

- Project Management Concepts - A brief introduction to standard models, knowledge areas, lifecycles, and estimation practices for project management with some analysis of their strengths and weaknesses.
- Project Management Processes - The processes as identified by the PMI®: initiating, planning, executing, monitoring & controlling, and closing.
- Project Management Artifacts - The expected authorizing documents, planning documents, baselining documents, and project tracking documents that experienced project managers use in executive reporting.

The course includes lecture and a generous portion of workshop activities for the executives to reflect on their own organizational practices and adherence to standards. Time is allowed for executives to craft meaningful action items for increasing the quality of project management in the organizations they will return to.

c) **BBP-IMSP: Introduction to Microsoft Project**

**Website:** <http://www.blackboxknowledge.com/training/imsp.html>

**Student Prerequisites:**

- Laptop for use during in-class exercises
- MS Project 2010 (at minimum a trial version) installed on laptop
- Familiarity with the MS Office environment

**Course Overview:** Introduction Microsoft Project (IMSP) is a 1-day class designed for learners who wish to use MS Project. This is a hands-on course using student laptops with MS Project. This course is an instructor-led classroom course that awards 7 Project Management Institute (PMI®) Professional Development Units (PDUs).

**Detailed Course Description:** Introduction Microsoft Project (IMSP) introduces new and lightly experienced users to the power and utility of the MS Project program. The class introduces students to the MS Project environment, navigation, and key options. It deepens understandings of the establishment of scope elements in a Work Breakdown Structure arrangement, time constraints, resources of varying types, and the elements of cost on a project.

Students receive hands-on demonstration and practice in setting up projects in MS Project and inputting elements of scope, time, and cost into MS Project.

d) **BBP- AMSE: Advanced Microsoft Excel**

**Website:** <http://www.blackboxknowledge.com/training/amse.html>

**Student Prerequisites:**

- Laptop for use during in-class exercises
- MS Excel 2007 or later installed on laptop
- Familiarity with the MS Excel on a basic level

**Course Overview:** Advanced Microsoft Excel (AMSE) is a 1-day class designed for students seeking advanced techniques and procedures in MS Excel. This is a hands-on course using student laptops with MS Excel. This course is an instructor-led classroom course that awards 7 Project Management Institute (PMI®) Professional Development Units (PDUs).

**Detailed Course Description:** Advanced Microsoft Excel (AMSE) introduces new and lightly experienced users to the power and utility of the MS Excel program. It is designed for learners who have had a significant need for structured planning of scope, resources, time, and cost in a project environment. The class is designed for students who are familiar with Excel but haven't performed all of the advanced functions of the application – logical functions, pivot tables, advanced text and date functions, formatting functions, and complex formula construction. The class is framed in project management terms but accessible to all students familiar with Excel. This is a hands-on course using student laptops with MS Excel. Students practice skills taught and are provided with electronic templates as part of the class materials.

## **Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)**

### **1. Scope**

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

### **2. Performance Incentives**

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

### **3. Ordering Procedures for Services (Requiring a Statement of Work) (G-FCI-920) (MAR 2003)**

- 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. 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.

## **5. Performance of Services**

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

## **6. 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.

## 7. Inspection of Services

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

## 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. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## 9. Responsibilities of the Ordering Activity

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

## 10. 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.

## 11. Organizational Conflicts of Interest

### a. Definitions.

- (1) “**Contractor**” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
- (2) “**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.
- (3) 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.

## **12. Invoices**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC 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.

## **13. Payments**

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

## **14. Resumes**

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

## **15. 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.

## **16. 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.

## **17. Description of IT Services**

Please find enclosed, on the following pages, the description of several categories of IT services offered by Blackbox Migrations, LLC (d.b.a. BlackBox Partners) along with the corresponding prices.

## SIN 132-51 IT PROFESSIONAL SERVICES

### COMMERCIAL JOB TITLE: Senior Project Manager

**Minimum Technical Qualifications/Experience:** Overall 10-12 years of experience in the IT industry, at least eight (8) years of which must be in the field of Program Management, Project Management, Business Administration, or Client Relationship Management.

**Functional Responsibility:** The Senior Project Manager runs larger IT projects for the company. He/She is the senior manager responsible for coordinating the management of all work performed on the contract, including subcontractors, team members, and vendors. Coordinates the activities of project managers regarding the status of various task order projects, the issues facing the project teams and effectively and regularly updates the client representatives. Also coordinates the flow of client information which the team requires from the client to effectively implement various Task Order Projects and if necessary, escalates the burning issues to the client representatives and contract officer. All the Task Order Project Managers typically report to the Director for that contract.

**Minimum Education:** Master's Degree in Business Administration or Management Information Systems or professional equivalent. Bachelor's degree or equivalent technical qualification and 10-15 years of additional Experience desired. Program Management Professional (PMP) certification required.

### COMMERCIAL JOB TITLE: Project Manager III

**Minimum Technical Qualifications/Experience:** 10-12 years experience in the IT industry. He/She must have a thorough knowledge of Software Development Lifecycle, Agile, Scrum and other project methodologies. He/She must be familiar with Project Planning, Risk Management and Project reporting. He/she must show proficiency in Project Management tools like MS Project and standard tools like Visio, MS Word, Excel and Power Point.

**Functional Responsibility:** The Project manager is responsible for the timely execution of the various task Order projects awarded under the master contract. He/She is responsible for project planning, team composition, task allocation, task monitoring, task facilitation, risk management, disaster recovery, overseeing analysis/designing, programming, testing and technical and user documentation, maintaining project status documentation, giving regular updates to the Account manager, giving technical presentations to the client representatives and periodically attend status meetings with the client representatives. He/She reports to the Program Manager for the contract.

**Minimum Education:** Master's Degree in Business Administration or Management Information Systems or professional equivalent. Bachelor's degree or equivalent technical qualification and 10-15 years of additional Experience required. Program Management Professional (PMP) certification required.

### COMMERCIAL JOB TITLE: Junior Project Manager II

**Minimum Technical Qualifications/Experience:** 6-8 years experience in the IT industry. 2-4 years in a project leadership position (Team Lead, Associate Project Manager, etc). He/She must have a thorough knowledge of Software Development Lifecycle, Agile, Scrum and other project methodologies. He/She must be familiar with Project Planning, Risk Management and Project reporting. He/she must show proficiency in Project Management tools like MS Project and standard tools like Visio, MS Word, Excel and Power Point.

**Functional Responsibility:** The Project Manager is responsible for the timely execution of the various task order projects awarded under the master contract. He/She is responsible for assisting the primary Project Manager with overseeing the project in general. The Junior PM may own certain sub-tasks on the project, may serve as a team lead of a smaller team or the project manager for a shorter term task. He/She may be responsible for coordinating team communication, owning the project schedule or project plan for a larger team, or serving as a documentation lead.

**Minimum Education:** Bachelor's degree required. A degree in a technical field (Computer Sciences, Information Systems, Mathematics or Engineering) is beneficial. Certified Associate Project Manager (CAPM) certification or PMP certification preferred.

### COMMERCIAL JOB TITLE : Business Analyst III

**Minimum Technical Qualifications/Experience:** 3-6 years experience in the IT industry, specifically serving as a Business Analyst, Testing or Quality Assurance Analyst, Requirements Analyst or similar role. He/She must be familiar with Software Development Lifecycle, Agile, Scrum and other project methodologies. He/she must show proficiency in Project Management tools like MS Project and standard tools like Visio, MS Word, Excel and Power Point.

**Functional Responsibility:** The Business Analyst (BA) works as a liaison among stakeholders in order to elicit, analyze, communicate, and validate requirements for changes to business processes, policies, and information systems. Business Analysts typically perform one or more of the following functions on IT Projects: Analyze and understand the business problems, Identify and document requirements, Communicate effectively (written and spoken) , Manage client relationships, Facilitate discussions, Negotiate and build consensus, Model data and processes, Plan and manage activities, Facilitate and develop business strategy, and Understand and manage organizational change. Business Analysts often work closely with technical staff to communicate the output of Requirements Analysis efforts in order to properly deliver software solutions. Business Analysts report to the Project Manager or area Team Lead.

**Minimum Education:** Bachelor's degree required. Certified Business Analysis Professional™ (CBAP®), CAPM certification or PMP certification optional.

### COMMERCIAL JOB TITLE : Specialty Consultant III

**Minimum Technical Qualifications/Experience:** Overall 12-15 years of experience in the IT industry, at least ten (10) years of which must be in the specialty field the position entails (Software Development, Systems Architecture, Network Architecture, Database Architecture, etc).

**Functional Responsibility:** The Specialty Consultant serves as a senior expert for specific technical functions on project teams. The specialty consultant serves in roles such as Lead Developer, Lead Database Administrator, Lead Web Designer, Lead Network Engineer and the like. The Specialty Consultant may serve as a team lead of other consultants. The Specialty Consultant may serve in other project leadership roles on an ad-hoc basis. The Specialty consultant should be experienced in various IT project methodologies (SDLC/Waterfall, Agile, Scrum, etc) and be able to advise clients when certain methodologies are appropriate.

**Minimum Education:** Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). Master's degree in Computer Science (CS) or Management Information Systems (MIS) desired. MCSE, MSDBA, OCP or other technical certification appropriate to the skill set of the consultant required.

### COMMERCIAL JOB TITLE : Specialty Consultant II

**Minimum Technical Qualifications/Experience:** Overall 10-12 years of experience in the IT industry, at least eight (8) years of which must be in the specialty field the position entails (Software Development, Systems Architecture, Network Architecture, Database Architecture, etc).

**Functional Responsibility:** The Specialty Consultant serves as a senior expert for specific technical functions on project teams. The specialty consultant serves in roles such as Lead Developer, Lead Database Administrator, Lead Web Designer, Lead Network Engineer and the like. The Specialty Consultant may serve as a team lead of other consultants. The Specialty Consultant may serve in other project leadership roles on an ad-hoc basis. The Specialty consultant should be experienced in various IT project methodologies (SDLC/Waterfall, Agile, Scrum, etc) and be able to advise clients when certain methodologies are appropriate.

**Minimum Education:** Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). Master's degree in Computer Science (CS) or Management Information Systems (MIS) desired. MCSE, MSDBA, OCP or other technical certification appropriate to the skill set of the consultant required.

### **COMMERCIAL JOB TITLE: Consultant III**

**Minimum Technical Qualifications/Experience:** Overall 8-10 years of experience in the IT industry, at least six (6) years of which must be in the specialty field the position entails (Software Development, Systems Architecture, Network Architecture, Database Architecture, etc).

**Functional Responsibility:** The Consultant serves as an experienced technician for specific technical functions on project teams. The consultant serves in roles such as Senior Developer, Senior Database Administrator, Senior Web Designer, Senior Network Engineer and the like. The Consultant may serve as a team lead of other consultants. The Consultant should be experienced in various IT project methodologies (SDLC/Waterfall, Agile, Scrum, etc) and be able to advise clients when certain methodologies are appropriate.

**Minimum Education:** Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). Master's degree in Computer Science (CS) or Management Information Systems (MIS) is optional but preferred. MCSE, MSDBA, OCP or other technical certification appropriate to the skill set of the consultant optional but desired.

### **COMMERCIAL JOB TITLE: Consultant II**

**Minimum Technical Qualifications/Experience:** Overall 6-8 years of experience in the IT industry, at least five (5) years of which must be in the specialty field the position entails (Software Development, Systems Architecture, Network Architecture, Database Architecture, etc).

**Functional Responsibility:** The Consultant serves as an experienced technician for specific technical functions on project teams. The consultant serves in roles such as Senior Developer, Senior Database Administrator, Senior Web Designer, Senior Network Engineer and the like. The Consultant may serve as a team lead of other consultants. The Consultant should be experienced in various IT project methodologies (SDLC/Waterfall, Agile, Scrum, etc) and be able to advise clients when certain methodologies are appropriate.

**Minimum Education:** Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). Master's degree in Computer Science (CS) or Management Information Systems (MIS) is optional but preferred. MCSE, MSDBA, OCP or other technical certification appropriate to the skill set of the consultant optional but desired.

### **COMMERCIAL JOB TITLE: Consultant I**

**Minimum Technical Qualifications/Experience:** Overall 5-7 years of experience in the IT industry, at least four (4) years of which must be in the specialty field the position entails (Software Development, Systems Architecture, Network Architecture, Database Architecture, etc).

**Functional Responsibility:** The Consultant serves as an experienced technician for specific technical functions on project teams. The consultant serves in roles such as Developer, Database Administrator, Web Designer, Network Engineer and the like. The Consultant should be experienced in various IT project methodologies (SDLC/Waterfall, Agile, Scrum, etc) and be able to advise clients when certain methodologies are appropriate.

**Minimum Education:** Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical). MCSE, MSDBA, OCP or other technical certification appropriate to the skill set of the consultant optional but desired.

### COMMERCIAL JOB TITLE: Staff Consultant I

**Minimum Technical Qualifications/Experience:** Overall 1-3 years of experience in the IT industry, at least two (2) years of which must be in the specialty field the position entails (Software Development, Systems Architecture, Network Architecture, Database Architecture, etc).

**Functional Responsibility:** The Staff Consultant serves as an associate technician for specific technical functions on project teams. The consultant serves in roles such as Junior Developer, Junior Database Administrator, Junior Web Designer, Junior Network Engineer and the like. The Staff Consultant should be aware of various IT project methodologies (SDLC/Waterfall, Agile, Scrum, etc) and understand how to develop software/support projects that utilize one of the various methodologies.

**Minimum Education:** Associate's Degree or specific Technical degree/Certification required. A Bachelor's degree in Computer Sciences, Information Systems, Mathematics or Engineering (Electrical, Computer, Mechanical) is desired but optional.

### COMMERCIAL JOB TITLE: Documentation Analyst III

**Minimum Technical Qualifications/Experience:** 10+ years working in the industry in a documentation role. Must be a demonstrated expert with common office software tools such as the Microsoft Office suite (Word, Excel, Powerpoint) as well as demonstrated expertise in presentation software (such as Visio or Adobe).

**Functional Responsibility:** The Senior Documentation Analyst serves in specific documentation roles on projects. The Senior Documentation Analyst is experienced in designing and creating core project deliverable documents such as Systems Design, Database Design, Operations Manual, Disaster Recovery, Configuration Management Plan, Deployment Plan, Technical Management Plan, etc. The Senior Documentation Analyst may also author and manage Test Plans and author test cases for IT projects. The Senior Documentation Analyst may also create User Manuals, Installation Guides and Troubleshooting Guides for new or existing IT systems. Documentation Analyst may also assist with Proposal Development, creation and/or responses to RFPs/RFIs, website content, and corporate marketing materials as needed. The Senior Documentation Analyst may lead a small team of other documentation analysts and technical writers on larger projects and reports to the Project Manager or Team Lead. The Senior Documentation Analyst will be responsible for designing a consistent look and feel for all project documents for consistency, and will manage the work deliverables of other technical writers on his/her team.

**Minimum Education:** Master's Degree in the Arts (English, Technical Writing) desired. A Bachelor's degree is acceptable with appropriate additional work experience.

### COMMERCIAL JOB TITLE: Documentation Analyst I

**Minimum Technical Qualifications/Experience:** 4-6 years working in the industry in a documentation role. Must be a demonstrated expert with common office software tools such as the Microsoft Office suite (Word, Excel, Powerpoint) as well as demonstrated experience in presentation software (such as Visio or Adobe).

**Functional Responsibility:** The Documentation Analyst serves in specific documentation roles on projects. The Documentation Analyst is experienced in designing and creating core project deliverable documents such as Systems Design, Database Design, Operations Manual, Disaster Recovery, Configuration Management Plan, Deployment Plan, Technical Management Plan, etc. The Documentation Analyst may also author and manage Test Plans and author test cases for IT projects. The Documentation Analyst may also create User Manuals, Installation Guides and Troubleshooting Guides for new or existing IT systems. Documentation Analyst may also assist with Proposal Development, creation and/or responses to RFPs/RFIs, website content, and corporate marketing materials as needed.

**Minimum Education:** A Bachelor's degree in an appropriate discipline (English, Technical Writing) required. A Master's Degree in the Arts optional but desired.

## 18. Blackbox GSA Pricing for SIN 132-51

The following matrix represents Blackbox Migration's LLC GSA Prices for the offered labor categories.

<b>Commercial Labor Categories</b>	<b>2/2/2010</b>	<b>2/2/2011</b>	<b>2/2/2012</b>	<b>2/2/2013</b>	<b>2/2/2014</b>
	<b>thru</b>	<b>thru</b>	<b>thru</b>	<b>thru</b>	<b>thru</b>
	<b>2/1/2011</b>	<b>2/1/2012</b>	<b>2/1/2013</b>	<b>2/1/2014</b>	<b>2/1/2015</b>
Senior Project Manager	\$142.50	\$152.48	\$163.15	\$174.57	\$186.79
Project Manager III	\$118.75	\$127.06	\$135.96	\$145.47	\$155.66
Junior Project Manager II	\$90.25	\$96.57	\$103.33	\$110.56	\$118.30
Business Analyst III	\$71.25	\$76.24	\$81.57	\$87.28	\$93.39
Specialty Consultant III	\$137.75	\$147.39	\$157.71	\$168.75	\$180.56
Specialty Consultant II	\$126.66	\$135.53	\$145.02	\$155.17	\$166.03
Consultant III	\$95.00	\$101.65	\$108.77	\$116.38	\$124.53
Consultant II	\$85.50	\$91.49	\$97.89	\$104.74	\$112.07
Consultant I	\$66.50	\$71.16	\$76.14	\$81.47	\$87.17
Staff Consultant I	\$47.50	\$50.83	\$54.38	\$58.19	\$62.26
Documentation Analyst III	\$118.75	\$127.06	\$135.96	\$145.47	\$155.66
Documentation Analyst I	\$80.75	\$86.40	\$92.45	\$98.92	\$105.85

# USA Commitment to Promote Small Business Participation Procurement Programs

## 1. Preamble

Blackbox Migrations LLC (d.b.a. BlackBox Partners) 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.

## 2. Commitment

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- d. To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- g. To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.
- h. 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.

Contact: William H. "Bill" Dannenmaier, Chief Executive Officer

TEL: (202) 288-6004

FAX: (509) 277-3465

EMAIL: [bill@blackboxpartners.com](mailto:bill@blackboxpartners.com)



# Suggested Blanket Purchase Agreement for FSS IT Schedule Pricelist

## Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

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

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

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

### Signatures

---

Ordering Activity	Date	Contractor	Date
-------------------	------	------------	------

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES/DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

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

## Basic Guidelines for using “Contractor Team Arrangements”

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

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

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

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

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

Here is a general outline on how it works:

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

## **Appendix A: 132-33 and 134-34 Products and GSA Prices**

Products and prices for Sins 132-33 and 132-34 are available under the Terms and Conditions for these respective Sins within this document.

Products and Prices are also available from our website at [www.blackboxpartners.com](http://www.blackboxpartners.com).

## Appendix B: Savision Federal End User License Agreement (EULA)

Attached is the entire Savision End User License Agreement, a modified version of the Commercial EULA for federal use.

# End-User License Agreement (EULA)

January, 2011

**SAVISION, Inc.**, a Delaware corporation, with offices at 349 5<sup>th</sup> Ave, New York, New York, 10016 hereinafter referred to as ‘**SAVISION**’, either directly or through its Reseller, grants the ordering activity authorized to place orders under GSA Schedule contract number GS-35F-0233W, as represented herein by the undersigned contracting officer for the U.S. General Services Administration (the “CUSTOMER”) the license set forth in this Agreement, subject to the rights and obligations as specified herein.

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE SOFTWARE. BY SIGNING BELOW OR EXECUTING A TASK OR DELIVERY ORDER FOR THE SOFTWARE UNDER THE GSA SCHEDULE CONTRACT YOU ACCEPT THESE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Savision, Inc. \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Daniel Merritts

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

Title: VP, North America

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

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

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



Agreement:

**1. Definitions.** In this Agreement, the following terms, whether used in the singular or the plural, shall have the following meaning:

- ‘Agreement’: this EULA, the Purchase Order or invoice and any and all Attachments.
- ‘Attachment’: an attachment or schedule to this EULA.
- ‘Customer’: the end-user of the Licensed Products.
- ‘EULA’: this End-User License Agreement.
- ‘Intellectual Property Rights’: SAVISION’s intellectual property rights in the Licensed Products, including but not limited to patents, copyrights, trade name rights, trademark rights, database rights, know-how and in whatever form.
- ‘License Fee’: the fee due to use the Licensed Products as specified in the Purchase Order, the invoice or the Attachment.
- ‘Licensed Products’: Software and Documentation as set forth in the Purchase Order or an Attachment to this Agreement.
- ‘Purchase Order’: the purchase order or invoice, which details the Licensed Products, the Support, and the License Fee.
- ‘Reseller’: the Party through whom CUSTOMER has obtained the Licensed Products.
- ‘Software’: those software programs developed or owned by SAVISION, and as specified in the Purchase Order.
- ‘Support and Maintenance’: the support and maintenance services provided by SAVISION pursuant to a Support and Maintenance Agreement or other appropriate support agreement, and which may include the provision of upgrades, updates, new versions and help desk support.
- ‘Support and Maintenance Fee’: the fee due for Support and Maintenance as specified in the Purchase Order, the invoice or the Attachment.
- ‘Documentation’: documentation, whether in written or electronic form, developed or owned by SAVISION that accompanies the Software.

**2. License Grant and Restrictions.**

2.1 Subject to the terms and conditions of this Agreement, SAVISION grants to CUSTOMER a non-transferable, non-exclusive, non-assignable right to use, display, copy, load and run the Software on any compatible computer platform at CUSTOMER’s location and use the Documentation for its internal business purposes. Unless otherwise specified on the Purchase Order, the foregoing license is further restricted to the Microsoft System Center Operations Manager 2007 management group



and all subsequent versions of that product, and the number of views specified in the Purchase Order. CUSTOMER is entitled to make one (1) back-up copy of the Software.

- 2.2 CUSTOMER shall not modify, translate, reverse engineer, reverse compile, decompile, disassemble, decode or otherwise reduce the Software to human perceivable form except to the extent that such activities may not be prohibited under applicable law. CUSTOMER shall not copy or create derivative works of the Software or Documentation. Customer shall not by-pass or delete any of the copy protection methods that prevent the unauthorized copying or use of the Software. Customer shall not license, timeshare, electronically distribute, rent or otherwise transfer the Software or Documentation, or export or import the Software and Documentation in violation of applicable law.
- 2.3 If a license to use the Licensed Products was issued to CUSTOMER for an evaluation period, then such evaluation period commences on the date of delivery of the Software to CUSTOMER and automatically expires no more than sixty (60) days later at no charge to the CUSTOMER, or, if CUSTOMER advises SAVISION it no longer wishes to evaluate the Licensed Products, upon SAVISION receiving such notice. CUSTOMER expressly acknowledges that the Licensed Products will be rendered inoperative upon expiration of the evaluation period and will be responsible to delete these from its systems. Should CUSTOMER continue use of the Licensed Products after the evaluation period, then the License Fee shall be due and payable, the terms of this Agreement shall govern such use and SAVISION shall provide CUSTOMER a permanent key to enable CUSTOMER using the Licensed Products.
- 2.4 In order to ensure that the Software functions properly, from time to time SAVISION publishes updates to the Licensed Products on its web pages. These updates improve the workings of the Software, ensure the Licensed Products comply with minor Microsoft updates or remove any bugs known to SAVISION at the time of issuing of the update. CUSTOMER is entitled to receive such updates if it has entered into a Software and Maintenance agreement with SAVISION.
- 2.5 SAVISION does not represent that it will continue to manufacture or support any version of its Licensed Products indefinitely or for a specific period of time. SAVISION reserves the right to modify any of the specifications or characteristics of the Licensed Products, to remove any Licensed Products from the market, and/or to cease manufacturing or supporting it, and shall provide CUSTOMER reasonable advance written notice should it have the intention to do so.
- 2.6 The Software is not specifically developed, intended or licensed for use in any nuclear, aviation, mass transit or medical application or in any other inherently dangerous applications. SAVISION AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM SUCH USE IF THE CUSTOMER OR ANY OTHER PERSON OR ENTITY USES THE SOFTWARE FOR SUCH PURPOSES.

2.7 Any amendment to this Agreement shall be mutually agreed in writing and signed by an authorized representative of each party.

### **3. License Fee.**

3.1 CUSTOMER will pay SAVISION or RESELLER – as the case may be – the applicable License Fee for the Licensed Products within thirty (30) days of receipt of an invoice.

3.2 CUSTOMER will pay SAVISION or RESELLER – as the case may be – the applicable Support and Maintenance Fee annually within thirty (30) days of receipt of the invoice.

3.3 Should CUSTOMER not pay the applicable License Fee and/or Support and Maintenance Fee in time, then SAVISION shall be entitled to charge CUSTOMER the rate of interest on the outstanding amounts as specified in the Prompt Payment Act, 31 USC 3901 et seq., and the regulations at 5 CFR 1315.

### **4. Intellectual Property Rights and Confidential Information.**

4.1 CUSTOMER acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the Licensed Products shall be and remain the exclusive property of SAVISION. This Agreement transfers to CUSTOMER neither title nor any Intellectual Property Rights to any of the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. All rights not expressly granted are hereby reserved to SAVISION.

4.2 "Confidential Information" shall mean any trade secrets, confidential data or other confidential information relating to or used in the Licensed Products (the "Confidential Information"). CUSTOMER agrees not to use any Confidential Information for any purpose not authorized under this Agreement, and not to disclose to third parties any such Confidential Information except as reasonably necessary to exercise the rights granted under this Agreement. Confidential Information shall not include any information which is generally available to the public without a breach of confidentiality obligations.

4.3 CUSTOMER shall not remove, cover, or alter any SAVISION proprietary rights notice, such as designations, logos, trade names or trade-marks on the Licensed Products or any copies thereof.

### **5. Limited Warranty**

- 5.1 SAVISION warrants that, for a period of thirty (30) days from the date of delivery of the Software to CUSTOMER, the Software will operate substantially and perform in accordance with the functional specifications and the Documentation.
- 5.2 If the Software does not conform to the warranty in Section 5.1, then, upon notification of such nonconformance from CUSTOMER, SAVISION shall use all reasonable efforts to correct defects or nonconformities, and, in the event that SAVISION is unable to correct any defect or nonconformity that significantly restricts use of the Software, then SAVISION shall refund to CUSTOMER the amounts paid for the defective Software and terminate this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION 5.2 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND SAVISION'S ENTIRE LIABILITY, FOR ANY BREACH OF THE WARRANTY IN SECTION 5.1 ABOVE.
- 5.3 SAVISION DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM ALL DEFECTS OR ERRORS OR THAT THE APPLICATIONS CONTAINED IN THE SOFTWARE ARE DESIGNED TO MEET ALL CUSTOMER'S BUSINESS REQUIREMENTS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 5, SAVISION AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, OR CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Intellectual Property Infringement.** In the event that a claim alleging infringement of an intellectual property right (including but not limited to patent, trade secret, copyright or trademark rights) arises concerning the Software, SAVISION in its sole discretion may elect to defend or settle such claim, unless the United States is a named party to the claim, in which case the claim shall be defended by the U.S. Department of Justice in accordance with 28 USC 516. THE FOREGOING ARE SAVISION'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.
7. **Limitation of Liability.** SAVISION AND ITS SUPPLIERS' TOTAL LIABILITY WITH RESPECT TO THE SOFTWARE LICENSED UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT. IN NO

EVENT WILL SAVISION OR ITS SUPPLIERS BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SAVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The parties have agreed that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## **8. Term and Termination**

- 8.1 This Agreement between CUSTOMER and SAVISION shall be effective upon the earlier occurrence of one of the following events: (i) SAVISION enters into an agreement with CUSTOMER, for instance by returning a signed Purchase Order, pursuant to which CUSTOMER obtains (the right to use) the Licensed Products, or (ii) CUSTOMER enters into an agreement with RESELLER pursuant to which CUSTOMER obtains (the right to use) the Licensed Products. This Agreement shall remain in force for an indefinite period of time, until terminated as set forth below. The term of the license may be specified in Purchase Order or the applicable Attachment for the Licensed Products.
- 8.2 Upon expiration of the license or the Support and Maintenance period for the Licensed Period, CUSTOMER may elect to renew such license and/or Support and Maintenance. Should CUSTOMER choose not to renew the license or the Support and Maintenance, then CUSTOMER will not be entitled to any discounts on the fees if it wishes to revive the license or the Support and Maintenance at a later stage and CUSTOMER shall have to obtain a new license and/or Support and Maintenance from SAVISION at the then applicable GSA Schedule contract prices.
- 8.3 Notwithstanding any provisions contained herein, this Agreement may be terminated as follows:
- 8.3.1 If CUSTOMER is an agency or instrumentality of the United States Government: in accordance with the terms and conditions of the applicable GSA Schedule contract and the regulations at FAR 52.212-4(l) and (m);
- 8.3.2 For all other CUSTOMERS: with immediate effect by either party upon written notification by the party not in default if any of the following events take place: (i) if the other party is, at any time, in default under this Agreement and, if such default is capable of cure, fails to cure such default within thirty (30) days upon the receipt of a written notification from the other party specifying such default; (ii) if either party is for any reason (other than a reason directly attributable to the other

party) prevented from performing its obligations hereunder for a period of 3 (three) months or for a total period of six (6) months in any period of twelve (12) consecutive months; (iii) if CUSTOMER becomes insolvent, admits in writing its inability to pay its debts as the mature, makes an assignment for the benefit of its creditors, files or has filed against it by a third party any petition under any bankruptcy act, or an application for a receiver of CUSTOMER is made by anyone and such petition or application is not resolved in favor of CUSTOMER within 60 (sixty) days; (iv) if CUSTOMER does not pay the License Fees or pays later than sixty (60) days after the date the License Fees are due and payable, and without prejudice to any other rights SAVISION may have under his Agreement or the law.

8.4 If any of these events occur, termination shall become effective forthwith or on the date set forth in the written notice of termination.

8.5 The expiry or termination of this Agreement shall be without prejudice to the rights of the parties accrued up to the date of such expiry or termination. Upon expiry or termination of this Agreement as a result of CUSTOMER not renewing the license or not paying the applicable license fee, CUSTOMER shall return or destroy (as SAVISION shall instruct) no later than fourteen (14) days thereafter any documentation, technical information and any other data in respect of the Licensed Products supplied to CUSTOMER during the term of this Agreement and all and any copies made in whole or in part of the same, and at SAVISION's request, CUSTOMER shall furnish SAVISION with a statement certifying that the same has been done. The following sections shall survive any termination or expiration of this Agreement: 2.2, 2.5, 2.6, 4.5, 6, 7, 8.5, and 9.

## **9. Miscellaneous.**

9.1 Force Majeure. Neither party to this Agreement shall be liable to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, failure of supply or orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party. The parties to this Agreement agree that force majeure of SAVISION shall include (but shall not be limited to): material breakdown of its equipment, labor disputes of whatever nature or cause, and any other circumstances reasonably beyond the control of SAVISION.

9.2 Partial Invalidity. In the event that any terms, conditions or provision contained in this Agreement or any part thereof are found to be invalid, unlawful or unenforceable to any extent the parties shall endeavor to agree such amendments which shall in so far as possible effect the intentions expressed therein. In default of such agreement, such invalid term, condition or provision shall be severed from

the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

- 9.3 Assignment. CUSTOMER may not assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of SAVISION. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 9.4 Waiver. Failure or neglect by SAVISION to enforce any of the provisions hereof at any time shall not be construed or deemed to be a waiver of SAVISION's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice SAVISION's rights to take subsequent action.
- 9.5 Publicity. Neither party shall use the names or marks of the other party, without the prior written consent of the non-disclosing party, such consent to be in the non-disclosing party's sole and absolute discretion.
- 9.6 Notices. Notices under this Agreement must be sent by electronic mail to the appropriate party at its address stated in this Agreement (or a new address as the other party has been notified) with a copy thereof by registered mail.
- 9.7 Third Party Beneficiary. SAVISION's Reseller is a third party beneficiary to the rights reserved for SAVISION under this Agreement, and by executing this Agreement, SAVISION shall be deemed to have accepted such on behalf of its Reseller. Except to the extent expressly set forth herein, there are no third party beneficiaries to this Agreement.
- 9.8 Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever .
- 9.9 Government Use. The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 9.10 Export Regulations. Customer understands that the Licensed Products are subject to regulation by agencies of the United States government, including, but not limited to, the United States

Department of Commerce, which prohibit export or diversion of certain technical products to certain countries. Customer agrees that it will comply in all respects with the Export Administration Regulations and all other export and re-export restrictions applicable to the technology and documentation licensed hereunder.

- 9.11 Governing Law. If CUSTOMER is an agency or instrumentality of the United States Government, this Agreement shall be construed under and governed by applicable Federal law. For all other CUSTOMERS, this Agreement shall be construed under and governed by the laws of California, including its Uniform Commercial Code, without reference to conflict of laws principles. The parties agree that none of the obligations herein will be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 9.12 Arbitration. In the event a dispute arises between the parties hereto arising out of or in connection with or with respect to this Agreement or any breach thereof, such dispute shall be determined and settled by arbitration in New York, New York, in accordance with the rules of the American Arbitration Association ("AAA"). The award rendered thereon by the arbitrator shall be final and binding on the parties thereto, and judgment thereon may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief. This subsection 9.12 shall not apply if CUSTOMER is an agency or instrumentality of the United States Government.
- 9.13 Entire Agreement. This Agreement (including any Attachments) constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof including without limitation the terms of any quote or purchase order issued in connection with this Agreement.
- 9.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Both a facsimile copy and a electronically transmitted copy of this Agreement shall be considered equivalent to the original for purposes of validity and enforcement of this Agreement.