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

## *SPECIAL ITEM NUMBERs 132-33, 132-33STLOC, 132-33RC 132-34, 132-34STLOC, 132-34RC 132-51, 132-51STLOC, 132-51RC*

**HEALTHCARE TECHNOLOGY SOLUTIONS INTERNATIONAL (HTSI)**
**1323 MARY'S COVE**
**NEW BRAUNFELS TX 78130**
**TEL (830) 606-4918     FAX (830) 627-7580**
**E-MAIL: SFYE@SATX.RR.COM**
**WEB: http://www.htsicorp.com/**

## *GSA Schedule Contract Number*
**GS-35F-0441N**

## Contract Period:

**March 24th, 2013 – Nov 30th, 2013**

Pricelist current through Modification #_PO-0012__ dated __March 24, 2013_.

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

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

**SPECIAL NOTICE TO AGENCIES:  Small Business Participation**
SBA strongly supports the participation of small business concerns in the Federal 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.FAS.gsa.gov). The catalogs/pricelists, GSA Advantage!    and the Federal Acquisition Service Home Page (www.FAS.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:

Healthcare Technology Solutions International (HTSI)
1323 Mary's Cove
New Braunfels, Texas 78130

HTSI accepts 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 e-mail address and telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

**E-Mail: SFye@satx.rr.com**
**Phone: (830) 606-4918**

## 3. *LIABILITY FOR INJURY OR DAMAGE*

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

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

Block 9: G. Order/Modification Under Federal Schedule **GS-35F-0441N**
Block 16: Data Universal Numbering System (DUNS) Number: **019289516**
Block 30: Type of Contractor: **B – Other Small Business (Veteran Owned)**
Block 36: Contractor's Taxpayer Identification Number (TIN): **742896982**
4a. CAGE Code: 3GSE9
4b. HTSI is registered with the Central Contractor Registration Database.

## 5. *FOB DESTINATION:*

## 6. *DELIVERY SCHEDULE*

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

| Special Item Number | Deliver Time After Receipt of Order (ARO) |
|---|---|
| 132-51 | 30 Days |
| 132-51STLOC | 30 Days |
| 132-51RC | 30 Days |
| 132-33 | 10 Days |
| 132-33STLOC | 10Days |
| 132-33RC | 10Days |
| 132-34 | 10Days |
| 132-34STLOC | 10Days |
| 132-34RC | 10Days |

*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.
a. Quantity - None
b. Dollar Volume - None
c. Other - None

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

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

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

None

## 10. *Small Requirements:*

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

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

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

| SIN | Description |
|---|---|
| 132-33 | Perpetual Software Licenses |
| 132-33STLOC | Perpetual Software Licenses for State and Local Governments |
| 132-33 RC | Perpetual Software Licenses for Disaster Recovery |
| 132-34 | Maintenance of Software |
| 132-34STLOC | Maintenance of Software for State and Local Governments |

| | |
|---|---|
| 132-34RC | Maintenance of Software for Disaster Recovery |
| 132-51 | Information Technology (IT) Professional Services |
| 132-51STLOC | IT Professional Services for State and Local Governments |
| 132-51RC | IT Professional Services for Disaster Recovery |

## *12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS*

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

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

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

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

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

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

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

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

## *14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FAS-370) (NOV 2001)*

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

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

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

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

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

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

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

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

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

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

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

## 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

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

## 16. GSA ADVANTAGE!

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

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

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

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

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

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

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

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

(b) The following statement:

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

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

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

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

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

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

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

## 26. SOFTWARE INTEROPERABILITY

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

## 27. ADVANCE PAYMENTS

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

## 28. ABOUT HTSI

Healthcare Technology Solutions International (HTSI) is a diverse, small, veteran owned medical records coding and healthcare information technology company.  We provide total technology solutions by applying consulting, software, hardware, and web support services to meet the needs

of our customers. HTSI is a QlikTech partner for QlikView software sales, support, application development, training, and maintenance. All our services and products are offered to state and local Governments as well as for disaster recovery operations. Founded in 1999 and headquartered in New Braunfels TX, HTSI has a history of providing "value-added" products, services, and processes designed to successfully support healthcare organizations. HTSI's is experienced in applying innovative solutions to resolving operational issues in the following areas:

### 29. Medical Records Coding, Auditing and Related Services

Medical records coding, billing and auditing

Provider and staff education and training

Revenue cycle analysis for revenue improvement

Resource utilization review

Information Management (IM)/Information \Technology (IT)

### 30. Information Technology Infrastructure Modernization

Data Management

Web Application Development

Local Area Network Administration

Customer Support

Customized Document Management Systems Solutions

### 31. QlikView Business Intelligence Software, Applications and Services

QlikView Business Intelligence Software

QlikView Installation Services

QlikView Application Development

QlikView Software Maintenance

QlikView Training

### 32. QlikView Software and Services

As a QlikTech partner HTSI provides discounted QlikView software and QlikView applications. To support the QlikView software and application HTSI provides services for installation, application development, training, and maintenance. The following table provides the pricing for the QlikView software licenses and maintenance:

## *33. INFORMATION TECHNOLOGY SERVICES:*

HTSI currently provides information technology services to the DoD, Department of Veterans Affairs, state and local governments, and to commercial customers.

The hourly rates contained in GSA authorized pricing section reflect our history of providing "value-added" software and IT services.  HTSI will make every effort to ensure the government is offered our best rate possible based on the projected workload for each project.  We determine and recommend a skill mix as part of a comprehensive proposal to meet the requirements defined in the customer's statement of work.

*TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENCES (SPECIAL ITEM NUMBER 132-33, 132-33STLOC, AND 132-33RC) AND SOFTWARE MAINTENANCE (SPECIAL ITEM NUMBERS 132-34, 132-34STLOC, and 132-34RC)*

*HTSI as an authorized reseller for QlikTech software using the QlikTech commercial terms and conditions. Modifications for the Government authorized by HTSI's reseller agreement with QlikTech include: (1) payment for software maintenance services after they are performed as opposed to QlikTech's commercial policy of prepayment for software maintenance; and (2) renewal of term software maintenance only in response to the Government's purchase order as opposed to QlikTech's commercial practice of automatic renewal.*

## 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.

QlikTech warrants that (a) for ninety (90) days after the date of purchase, the Software will perform substantially in accordance with the Documentation and (b) the Software is properly recorded on the Media or in the files to be downloaded (the "Limited Warranty").  Should the Software not perform substantially in accordance with the Documentation, Licensee's exclusive remedy, and QlikTech's sole obligation under this Limited Warranty shall be, at QlikTech's option, either (a) return of the license fee paid (if any) for the Software or (b) repair or replacement of the Software that does not meet this Limited Warranty and which is returned to QlikTech with a copy of your receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This Limited Warranty extends for ninety (90) days from the date of purchase. There is no warranty after expiration of this warranty period.

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

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

### 3. *TECHNICAL SERVICES*

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (830) 606-4918 for the purpose of providing user assistance and guidance in the implementation of the software.  The technical support number is available from 9:00 AM to 5:00 PM CST.

### 4. *SOFTWARE MAINTENANCE*

a.        Software maintenance service shall include the following:

The following terms and conditions will apply to the provision of software maintenance Services by QlikTech:

### *Definitions:*

**"*Enhancement*"** means any modification or addition to the QlikTech Products that materially changes their utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.

**"*Error*"** means any repeatable failure of the QlikTech Products to perform in any material respect in accordance with their published specifications.

**"*Error Correction*"** means any modification or addition that brings the QlikTech Products into material conformity with their published specifications, or a procedure or routine that, when observed in the regular operation of the QlikTech Products, avoids the practical adverse effect of such nonconformity.

**"*Update*"** means a new release of a QlikTech Product.

### *Annual Update and Support Services:*

Subject to the timely payment of the applicable annual software maintenance fees set forth in the HTSI price list, QlikTech shall provide the following services:

Off-site troubleshooting and other assistance concerning installation and operation of the QlikTech Products.

Corrections of Errors reported to be in the then-current release of the QlikTech Products, as such Error Corrections become available.

Updates of the QlikTech Products, as they become available.  QlikTech shall support the immediately previous release of the QlikTech Products for a maximum period of one (1) year after the Update is available.

QlikTech may, from time to time, offer Enhancements to the QlikTech Products.  Such Enhancements will generally be offered for an additional charge.  It shall be in QlikTech's sole

discretion whether to designate modifications in the QlikTech Products to be Enhancements or Updates.

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

## 5. *PERIODS OF MAINTENANCE (132-34)*

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

b.      Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c.      Annual Funding.   When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first.   Renewal maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d.      Cross-Year Funding Within Contract Period.   Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e.      Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time.  Orders for the continuation maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

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

**HTSI is not offering term licenses for QlikView Software under this contract.**

a.      The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software.  At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b.      Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c.      The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d.      The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the

less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

## 7. *TERM LICENSE CESSATION*

**HTSI is not offering term software licenses under this contract.**

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

b.      The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services.  Title to the software shall remain with the Contractor.

## 8. *UTILIZATION LIMITATIONS - (132-32, 132-33, AND 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:

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

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

(3)      Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor.  Third parties do not include prime Contractors, subcontractors and agents of

the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

## 9. SOFTWARE CONVERSIONS - (132-32 AND 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. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## 10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

## 11. RIGHT-TO-COPY PRICING

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

None

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

### *1. SCOPE*

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

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

### *2. PERFORMANCE INCENTIVES*

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### *3. ORDER*

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### *4. PERFORMANCE OF SERVICES*

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

## 6. INSPECTION OF SERVICE

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

## 7. RESPONSIBILITIES OF THE CONTRACTOR

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

## 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

## 9. INDEPENDENT CONTRACTOR

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

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

schedule contract.  Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

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

## 12. PAYMENTS

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

## 13. RESUMES

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

## 14. INCIDENTAL SUPPORT COSTS

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

## 15. APPROVAL OF SUBCONTRACT

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

## 16. HTSI Labor Descriptions

### Project Manager

Minimum/General Experience: Eight years as a Project Manager with experience in providing competent leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of project planning, management and implementation.

Functional Responsibility:  Provides competent leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of project transitioning. Directs completion of tasks within estimated time frames and budget constraints.  Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed.  Enforces work standards and reviews/resolves work discrepancies to ensure

compliance with contract requirements. Interfaces with the Program Manager as well as technical management personnel including, but not limited to, the Purchasing Department and the Customer's Technical Representative. Reports in writing and orally to purchasing department and technical management.

Minimum Education: Bachelor's Degree in Business and minimum of 8 years experience or Master's Degree in Business Administration and/or Management with minimum of 7 years experience, or a minimum of 12 years experience without a Bachelor's Degree.

**Program Manager**

Minimum/General Experience: Five to seven years of experience as a Program Manager. Must have experience in planning and directing technological improvements and project management implementations.

Functional Responsibility: Plans and directs technological improvements and project management implementations. Manages a diverse group of functional activities, and subordinate groups of technical and administrative personnel.

Minimum Education: Bachelor's degree in Computer Science or Business Management related field.

**Senior Software Engineer**

Minimum/General Experience: Seven (7) to ten years experience supervising and performing computer systems (CS) software programming and analyst activities.

Functional Responsibility: Develops computer systems programs and procedures. Interprets general specification, coding, setting up formats, testing, maintaining, and modifying programs. Analyzes and designs automated systems. Prepares documentation of proposal Prepares, tests, and documents software. Determines input and output devices. Designs input source data, and prepare output formats and instructions. Prepares system or program test data. Prepares edits of input data. Analyzes output products for programming logic and errors in program logic, syntax, and data entry. Arranges test data and tests routines, and isolates and corrects programming errors. Desk-checks code, and debug programs. Prepares, writes, and updates documentation, including user, operations, and program maintenance manuals. Operates communications-computer equipment.

Minimum Education: Requires a Bachelor's Degree Engineering or Computer Science.

**Software Engineer**

Minimum/General Experience: Five (5) years experience of technical experience as a software engineer.

Functional Responsibility: Creates and/or maintains operating systems, communications software, database packages, compilers, assemblers, and utility programs. Modifies existing software as well as creates special-purpose software to ensure efficiency and integrity between systems and applications.

Minimum Education: Requires a Bachelor's Degree Engineering or Computer Science.

**Technical Director**

Minimum/General Experience:  Three to 8 years' professional experience as a Technical Director.

Functional Responsibility:  Analyzes information requirements.  Evaluates analytically and systematically problems of workflow, organization, and planning and develops appropriate corrective action.  Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects.  Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques.  Assists in establishing standards for information systems procedures.  Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems.  Constructs sound, logical business improvement opportunities consistent with the configuration information management guiding principles, cost savings, and open architecture objectives.

Minimum Education:  Bachelor's Degree in Computer Science and 5 to 8 years experience or Master's Degree in Computer Science with 4 to 7 years experience or 9 to 12 years experience without a Bachelor's Degree.

**Software Application Developer**

Minimum/General Experience: Three (3) to five years technical experience in the development of software applications to improve user decision support systems.

Functional Responsibility:  Applies extraction, translation and load tools to combine data into useful information. Determines data requirements and analyzes existing data sources to determine available data for the new application and identifies new data requirements and approaches for obtaining that data.  Modifies existing software as well as creates special-purpose software to ensure efficiency and integrity between systems and applications.

Minimum Education:  Bachelor's Degree in Computer Science.  Master's Degree in Computer Science with 2 to 4 years experience or 7 to 9 years experience without a Bachelor's Degree.


**Database Specialist**

Minimum/General Experience: Six (6) plus years experience in this field. Requires excellent analytical ability, communication skills, strong judgment and problem analysis techniques. Knowledge of diverse database management technologies and tools. Must understand the systems development life cycle and have an understanding of business processes.  Must demonstrate technical knowledge in the design, testing, implementation and maintenance of efficient and secure database and/or document management solutions.

Functional Responsibility:  Works closely with infrastructure teams in the design and implementation of databases and/or document management support tools. Leads development of standards and procedures affecting database and/or document management design and maintenance. Trains user groups on procedures and standards. Provides day-to-day operational support of test and production database and/or document management environments.

Minimum Education: BA/BS, computer science or related technical field or, equivalent combination of education and experience in Database Management technologies.

**Senior Programmer**

Minimum/General Experience: Five (5) to 7 years experience with demonstrated knowledge of computer systems software programming and procedures. Must be able to analyze and design automated systems

Functional Responsibility: Prepares, tests, and documents software. Determines input and output devices. Designs input source data, and prepare output formats and instructions. Prepares system or program test data. Prepares edits of input data. Analyzes output products for programming logic and errors in program logic, syntax, and data entry. Arranges test data and tests routines, and isolates and corrects programming errors. Desk-checks code, and debugs programs. Prepares, writes, and updates documentation, including user, operations, and program maintenance manuals. Operates communications-computer equipment.

Minimum Education: Bachelor's degree in this Computer Science.

**Senior Consultant**

Minimum/General Experience: Three (3) years experience in information management and a current understanding of Information Technology with an emphasis on project management, business analysis, planning, supervisory and leadership responsibility. Extensive knowledge of development and maintenance of system plans for business areas; experience with data modeling, case tools and project management.

Functional Responsibility: Conducts feasibility studies; develops business cases, and does business analysis and business systems design. Strong and effective working relationships with all levels of management is required. Excellent interpersonal, communications and problem resolution skills are essential

Minimum Education: Master's degree in Business Management and/or Computer Science with 3 years experience or Bachelor's degree in Business Management and /or Computer Science and 5 years of experience.

**Senior Administrative Assistant**

Minimum/General Experience: A minimum of 2 years experience as an office manager. Must have excellent communication and organizational skills

Functional Responsibility: Proficiency in managing personnel, financial management, operations and technical program management; must be proficient in the use of personal computers, printers, and common office software applications such as word processing, spreadsheet, and database programs. Performs word-processing, filing, administrative, and clerical duties of both routine and complex natures; and assembles technical and administrative documents from rough draft through final production. Receives and distributes incoming correspondence and assists in preparing reports and other required documents.

Minimum Education: High school diploma and a minimum of 5 years experience in the performance of office and administrative work. A minimum of 2 years experience as an office manager.

**Junior Administrative Assistant**

Minimum/General Experience:  Two  (2) years of experience in the performance of office and administrative work.  Must have excellent communication and organizational skills

Functional Responsibility: Performs word-processing, filing, administrative, and clerical duties of both routine and complex natures. Receives and distributes incoming correspondence and assists in preparing reports and other required documents Knowledge of Microsoft Office is a must.

Minimum Education: High School Diploma

**LAN Specialist**

Minimum/General Experience: Two (2) to three years experience in LAN technology is required.

Functional Responsibility: All tasks of LAN Specialist will be performed at the customer site. Responds, detects, reports, records, diagnosis and resolves the occurrence of network faults as measuring network performance and connectivity on a daily basis.  Measures network performance, troubleshoots LAN network communications operations, loads network IOS software updates, initiates trouble calls, performs local inventory of network components, performs barrier security, interfaces with staff, provides customer service and guidance.

Minimum Education: High school diploma.

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **(Insert Company Point of contact, phone number, e-mail address, fax number).**

# Sample BPA

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 GS-35F-0441N .

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

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


Signatures


_____          _____
Ordering Activity              Date                    Contractor                  Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number  GS-35F-0441N, 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.

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# BASIC GUIDELINES FOR USING
# "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

> The customer identifies their requirements.

> Federal Supply Schedule Contractors may individually meet the customers needs, or -

> Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.

> Customers make a best value selection.

# GSA AWARDED SOFTWARE PRICING

## HTSI Pricing for QlikTech Products

| HTSI Part Number | Description of product | GSA Price w/IFF |
|---|---|---|
| HTSIQT013 | Maintenance (1 Year) QlikView Server With Analyzer/Analyzer Plus 32 bit 10 Users | $ 3,258.26 |
| HTSIQT014 | Maintenance (1 Year) Users 11-40 for HTSIQV001 | $ 199.94 |
| HTSIQT015 | Maintenance (1 Year) Users 41-100 for HTSIQV001 | $ 152.55 |
| HTSIQT016 | Maintenance (1 Year) Users 101+ for HTSIQV001 | $ 118.48 |
| HTSIQT017 | Maintenance (1 year) QlikView Server With Analyzer/Analyzer Plus 64 bit 15 Users | $ 8,145.64 |
| HTSIQT018 | Maintenance (1 Year) Users 16-45 for HTSIQV005 | $ 296.21 |
| HTSIQT019 | Maintenance (1 Year) Users 46-100 for HTSIQV005 | $ 192.53 |
| HTSIQT020 | Maintenance (1 Year) Users 101+ for HTSIQV005 | $ 128.11 |
| HTSIQT021 | Maintenance (1 Year) QlikView Publisher - Requires HTSIQV001 or HTSIQV005 | $ 2,902.81 |
| HTSIQT022 | Maintenance (1 Year) QlikView Enterprise | $ 718.30 |
| HTSIQT023 | Maintenance (1 Year) QlikView Professional | $ 192.53 |
| HTSIQT024 | Maintenance (1 Year) QlikView Analyzer+ | $ 120.70 |
| HTSIQT025 | Maintenance (3 Year) QlikView Server With Analyzer/Analyzer Plus 32 bit 10 Users | $ 7,331.07 |
| HTSIQT026 | Maintenance (3 Year) Users 11-40 for HTSIQV001 | $ 449.86 |
| HTSIQT027 | Maintenance (3 Year) Users 41-100 for HTSIQV001 | $ 343.23 |
| HTSIQT028 | Maintenance (3 Year) Users 101+ for HTSIQV001 | $ 266.58 |
| HTSIQT029 | Maintenance (3 year) QlikView Server With Analyzer/Analyzer Plus 64 bit 15 Users | $ 18,327.68 |
| HTSIQT030 | Maintenance (3 Year) Users 16-45 for HTSIQV005 | $ 666.46 |
| HTSIQT031 | Maintenance (3 Year) Users 46-100 for HTSIQV005 | $ 433.20 |
| HTSIQT032 | Maintenance (3 Year) Users 101+ for HTSIQV005 | $ 288.06 |
| HTSIQT033 | Maintenance (3 Year) QlikView Publisher - Requires HTSIQV001 or HTSIQV005 | $ 6,531.32 |
| HTSIQT034 | Maintenance (3 Year) QlikView Enterprise | $ 1,616.54 |
| HTSIQT035 | Maintenance (3 Year) QlikView Professional | $ 433.20 |
| HTSIQT036 | Maintenance (3 Year) QlikView Analyzer+ | $ 271.77 |
| HTSIQT037 | QlikView Small Business Edition Server | $ 7,464.37 |
| HTSIQT038 | QlikView Enterprise Edition Server | $ 31,101.53 |
| HTSIQT039 | Additional Enterprise Edition Server | $ 31,101.53 |
| HTSIQT040 | QlikView Named User Cal | $ 1,199.63 |
| HTSIQT041 | QlikView Session Cal | $ 7,997.54 |
| HTSIQT042 | QlikView Usage Cal | $ 80.86 |
| HTSIQT043 | QlikView Community Users 100 users, 1 Document | $ 16,083.93 |
| HTSIQT044 | QlikView Community Additional 100 Users | $ 16,083.93 |
| HTSIQT045 | QlikView Community Additional 1 Document | $ 16,083.93 |
| HTSIQT046 | QlikView Real-time Server | $ 31,101.53 |
| HTSIQT047 | QlikView Development and Test Server | $ 15,550.76 |
| HTSIQT048 | QlikView Publisher | $ 18,660.92 |
| HTSIQT049 | QlikView PDF | $ 18,660.92 |
| HTSIQT050 | SAP Connector | $ 19,993.84 |
| HTSIQT051 | QlikView Information Access Server | $ 62,203.05 |
| HTSIQT052 | QlikView Workbench Client | $ 3,732.18 |
| HTSIQT053 | QlikView Web Parts for SharePoint | $ 3,732.18 |
| HTSIQT054 | QlikView Local Client | $ 1,199.63 |

| HTSIQT055 | Maintenance 1 Year QlikView Small Business Edition Server | $ | 1,244.06 |
| HTSIQT056 | Maintenance 1 Year QlikView Enterprise Edition Server | $ | 5,183.59 |
| HTSIQT057 | Maintenance 1 Year Additional Enterprise Edition Server | $ | 5,183.59 |
| HTSIQT058 | Maintenance 1 Year QlikView Named User Cal | $ | 199.94 |
| HTSIQT059 | Maintenance 1 Year QlikView Session Cal | $ | 1,332.92 |
| HTSIQT060 | Maintenance 1 Year QlikView Usage Cal | $ | 13.48 |
| HTSIQT061 | Maintenance 1 Year QlikView Community Users 100 users, 1 Document | $ | 2,680.66 |
| HTSIQT062 | Maintenance 1 Year QlikView Community Additional 100 Users | $ | 2,680.66 |
| HTSIQT063 | Maintenance 1 Year QlikView Community Additional 1 Document | $ | 2,680.66 |
| HTSIQT064 | Maintenance 1 Year QlikView Real-time Server | $ | 5,183.59 |
| HTSIQT065 | Maintenance 1 Year QlikView Development and Test Server | $ | 2,591.79 |
| HTSIQT066 | Maintenance 1 Year Maintenance 1 Year QlikView Publisher | $ | 3,110.15 |
| HTSIQT067 | Maintenance 1 Year QlikView PDF | $ | 3,110.15 |
| HTSIQT068 | Maintenance 1 Year SAP Connector | $ | 3,332.31 |
| HTSIQT069 | Maintenance 1 Year QlikView Information Access Server | $ | 10,367.18 |
| HTSIQT070 | Maintenance 1 Year QlikView Workbench Client | $ | 622.03 |
| HTSIQT071 | Maintenance 1 Year QlikView Web Parts for SharePoint | $ | 622.03 |
| HTSIQT072 | Maintenance 1 Year QlikView Local Client | $ | 199.94 |
| HTSIQT073 | Document Cal | $ | 311.02 |
| HTSIQT074 | Maintenance 1 Year QlikView Document Cal | $ | 51.84 |
| HTSIQT075 | Distributed User Session Cal License (Quantities of 10) | $ | 799.75 |
| HTSIQT076 | Distributed User Session Cal License One Year Maintenance (Quantities of 10) | $ | 133.29 |

**GSA AWARDED IT LABOR RATES**

| Labor Code | Title | GSA Price With IFF |
|---|---|---|
| HTSI-ITS-01 | Project Manager | $ 62.68 per hour |
| HTSI-ITS-02 | Program Manager | $ 92.54 per hour |
| HTSI-ITS-03 | Senior Software Engineer | $93.53 per hour |
| HTSI-ITS-04 | Software Engineer | $58.70 per hour |
| HTSI-ITS-05 | Technical Director | $ 134.32 per hour |
| HTSI-ITS-06 | Software Application Developer | $134.32 per hour |
| HTSI-ITS-07 | Database Specialist | $89.54 per hour |
| HTSI-ITS-08 | Senior Programmer | $89.54 per hour |
| HTSI-ITS-09 | Senior Consultant | $149.25 per hour |
| HTSI-ITS-10 | Senior Administrative Assistant | $ 34.82 per hour |
| HTSI-MRC-11 | Junior Administrative Assistant | $ 19.90 per hour |
| HTSI-NM-01 | LAN Specialist | $38.80 per hour |