

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

FAMIS Software provides commercial off-the-shelf software products and professional services related to technology to improve business processes for Enterprise Facility Management (FM), Integrated FM, Infrastructure Planning, and Infrastructure Management.

These products and services support E-Commerce, web, and client-server modes of delivery for the technology and solution.

NOTE: FAMIS Software, Inc. is a small business

REVISION - AMENDMENT #3

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers Application Software, Microcomputers Application Software

REVISION - AMENDMENT #2

SIN 132-34 - MAINTENANCE OF SOFTWARE

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

FPDS Code D307 - Automated Information Systems Design and Integration Services

FPDS Code D308 - Programming Services

FPDS Code D311 - IT Data Conversion Services

FPDS Code D313 - Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services

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

FPDS Code D399 - Other Information Technology Services, Not Elsewhere Classified

REVISION - AMENDMENT

FAMIS Software, Inc. (FAMIS Software)

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Internet contact: info@famis.com

Web Site: <http://www.famis.com/>

Contract Number: GS-35F-0659K

Period Covered by Contract: **Sept. 13, 2005 - Sept. 13, 2010**

General Services Administration

Federal Supply Service

Pricelist current through Modification # 10, dated August 17, 2005.

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**

The next page in the pricelist should be entitled "Table of Contents," and should contain the basic sections of the pricelist, along with corresponding page numbers for ease of use.**

**On a page entitled "Information For Ordering Offices," copy the language indicated below, as consecutively numbered paragraphs, and Page

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provide appropriate responses, where required.**

INFORMATION FOR ORDERING OFFICES

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

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

For orders exceeding the micro purchase 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:

Global licensing of software and support services by phone and email. Otherwise, within the 48 contiguous states and the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico, except by special arrangement with FAMIS Software.

2. Contractor's Ordering Address and Payment Information:

Ordering Address:

FAMIS Software, Inc.
Attention: Sales Dept. John Mitchell email: john.mitchell@famis.com
2603 Main Street, Suite 300
Irvine, CA 92614
Phone: (949) 553-6550 / (508) 520-7788 / (800) 774-7622
Fax: (949) 553-6559

Payment Address:

FAMIS Software, Inc.
Attention: Accounting Dept.
2603 Main Street, Suite 300
Irvine, CA 92614
Phone: (949) 553-6550
Fax: (949) 553-6559

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

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance:
(949) 553-6550, attention Federal Sales.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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

16: Data Universal Numbering System (DUNS)

Number: **50-502-5993**

Block 30: Type of Contractor - **C. Large Business**

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

Block 36: Contractor's Taxpayer Identification Number (TIN) **33-0002691**

4a. CAGE Code: 1CUN7

4b. FAMIS Software has registered with the Central Contractor Registration Database.

5. FOB Destination within 48 contiguous States and District of Columbia; **FOB Point of Exportation** for Alaska, Hawaii and the Commonwealth of Puerto Rico. For all other destinations, FOB Origin – FAMIS Software, 4 Park Plaza, Suite 1000, Irvine, CA 92614

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: FAMIS Software shall ship to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)

132-33 (30)

132-34 (30)

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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.

c. FAMIS Software EXPEDITED (EXPRESS) DELIVERY

SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)

132-33 (5)

132-34 (5)

d. FAMIS Software Overnight and 2-day Delivery

SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)

132-33 overnight or 2-day

132-34 overnight or 2-day

7. Discounts:

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

a. Prompt Payment: **0.5% 20days** from receipt of invoice or date of acceptance, whichever is later; net 30.

b. Quantity - **none**

c. Dollar Volume: **none below maximum order threshold**

d. Government Educational Institutions **same as other Government customers**

e. Other - **none**

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing:

Available - please contact FAMIS SOFTWARE for details

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.)

Special Item Number 132-33 - Perpetual Software Licenses

The maximum dollar value per order for all perpetual software licenses will be \$500,000.

Special Item Number 132-34 - Maintenance of Software

The maximum dollar value per order for all perpetual software licenses will be \$500,000

Special Item Number 132-51 - Information Technology (IT) Professional Services

The maximum dollar value per order for all IT Professional services will be \$500,000.

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

In accordance with FAR 8.404:

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

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices 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 office 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 Government - s needs.

a. Orders placed at or below the micro-purchase threshold. Ordering offices 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 offices 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 agency - s needs. In selecting the supply or service representing the best value, the ordering office 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 office 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 offices shall--

(1) Review additional Schedule Contractors - 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);

(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 office 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 offices 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 offices will find it advantageous to request a price reduction. For example, when the ordering office 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 office 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 agency for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering offices 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 agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency - s needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Federal departments and agencies 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 offices, shall be responded to promptly by the Contractor.

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

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

14. SECURITY REQUIREMENTS.

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the

inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:

Any ordering office, 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 Government - s convenience, and (m) Termination for Cause (See C.1.)

16. GSAAdvantage!

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

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

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

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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. YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS

(a) As used in this clause, Year 2000 compliant means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

(b) The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts - with qualified sources of supply. The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.

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

22. CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use Contractor Team Arrangements (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

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

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The

Government may require repair or replacement of nonconforming software at no increase in contract price. The Government 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.

WARRANTY. FAMIS SOFTWARE, INC. WARRANTS THAT SOFTWARE WHEN DELIVERED WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH FAMIS SOFTWARE, INC.'S THEN-CURRENT PUBLISHED DOCUMENTATION. HOWEVER, FAMIS SOFTWARE, INC. SOLE OBLIGATION OF THIS WARRANTY SHALL BE, FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE SOFTWARE IS RECEIVED BY LICENSEE, AT ITS OPTION TO EITHER CORRECT THE SOFTWARE WITHIN A REASONABLE TIME SO THAT IT WILL SO PERFORM, OR REFUND THE LICENSE FEE ON RETURN OF ALL MATERIALS. FAMIS SOFTWARE, INC. HAS NO OTHER LIABILITY TO LICENSEE OR ANY PARTY DUE TO FAILURE OF SOFTWARE TO PERFORM. FAMIS SOFTWARE, INC. DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE - S REQUIREMENTS, WILL OPERATE ERROR FREE, OPERATE UNINTERRUPTEDLY OR IN COMBINATION WITH OTHER SOFTWARE, OR THAT ALL SOFTWARE DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FAMIS SOFTWARE, INC. SHALL NOT BE LIABLE FOR LOSS OF PROFIT, GOODWILL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF FAMIS SOFTWARE, INC. IS ADVISED OF SUCH POSSIBILITY. FAMIS SOFTWARE, INC. 'S LIABILITY FOR ALL CLAIMS, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE SUM OF LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM.

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 Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

FAMIS Software, without additional charge to the Government, shall provide a hot line technical support number **(800) 774-7622** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8 am Pacific to 5 pm Pacific**.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Scope of Maintenance. During the maintenance term, FAMIS Software, Inc agrees to basic maintenance services in support of the Software. Basic maintenance services shall consist of:

a) Error Correction. FAMIS Software, Inc shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to FAMIS Software, Inc. in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

b) Telephone Hot-Line. FAMIS Software, Inc. shall maintain a telephone hot-line during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, that permits Licensee to report problems and seek assistance in use of the Software.

c) New Releases. FAMIS Software, Inc. may, from time to time, issue new Releases of the Software, containing Error Corrections and/or Enhancements, to Licensees who generally have maintenance agreements in effect. FAMIS Software, Inc. shall provide Licensee with one (1) copy of each new Release for each copy of the Software being maintained under this Agreement, without additional charge. FAMIS Software, Inc. shall provide reasonable assistance to help Licensee install and operate each new Release. Because Releases are cumulative, each Release is useful only if Licensee has obtained and installed all prior applicable Releases.

d) Staff. FAMIS Software, Inc. shall maintain a trained staff capable of rendering the services set forth in this Agreement.

· Cooperation of Licensee. Licensee agrees to notify FAMIS Software, Inc. promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by FAMIS Software, Inc., to submit to FAMIS Software, Inc. a listing of output and any other data that FAMIS Software, Inc. may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

· Exceptions. The following matters are not covered by basic maintenance:

a) Any problem resulting from the misuse, improper use, alteration, or damage of the Software;

b) Any problem caused by modifications in any version of the Software not made or authorized by FAMIS Software, Inc.;

c) Any problem resulting from programming other than the Software;

d) Any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination has not been approved by FAMIS Software, Inc.; or

e) Errors in any version of the Software other than the most recent Release, provided that FAMIS Software, Inc. will continue to support superseded Releases for a reasonable period, not to exceed six (6) months, sufficient for Licensee to implement the newest Release. Licensee will be responsible to pay FAMIS Software, Inc.'s normal charges and expenses for time or other resources provided by FAMIS Software, Inc. to diagnose or attempt to correct any such problem. In addition, Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain maintenance services from FAMIS Software, Inc. FAMIS Software, Inc. will not be responsible for delays caused by events or circumstances beyond its reasonable control.

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 Government 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 the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the 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 office - s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

8. UTILIZATION LIMITATIONS - (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 Government, 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 agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency 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 agency'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 agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government 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 Government 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

no discount

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 Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

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

c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency - s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES

a. Procedures for IT professional services priced on GSA schedule at hourly rates.

(1) FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.

(2) The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(3) When ordering IT professional services ordering offices shall -

(i) Prepare a Request for Quotation:

(A) A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(B) A request for quotation should be prepared which includes the performance-based statement of work and requests the contractors submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

(C) The request for quotation may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor - s experience and/or past performance performing similar tasks.

(D) The request for quotation shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and

provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (ii)(A) below, the request for quotations shall notify the contractors that will be the case.

(ii) Transmit the Request for quotation to Contractors:

(A) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors - locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency - s needs are available, if the order is estimated to exceed the micro-purchase threshold.

(B) The request for quotation should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for quotation should be provided to additional contractors that offer services that will meet the agency - s needs. Ordering offices should strive to minimize the contractors - costs associated with responding to requests for proposals for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(iii) Evaluate proposals and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for quotation, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government - s needs.

(4) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall -

(i) Inform contractors in the request for quotation (based on the agency - s requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(A) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

(B) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3)(ii)(B) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency - s needs.

(ii) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency - s needs.

(5) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(6) When the ordering office - s requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency - s total needs.

(7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such

documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors - proposals that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

b. Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.

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 offices 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 office 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 Government - s needs.

(1) Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

(2) 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 offices should consider reasonably available information about the 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 agency - s needs. In selecting the service representing the best value, the ordering office may consider— (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.

(3) 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 office 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 offices shall--

- (i) Review additional Schedule Contractors - catalogs/pricelists or use the GSA Advantage! on-line shopping service;
- (ii) 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
- (iii) 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 office determines that it is appropriate.

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

- (A) 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);
- (B) Offer the lowest price available under the contract; or
- (C) Decline the order (orders must be returned in accordance with FAR 52.216-19).

(4) 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 offices 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.

(5) Price reductions. In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule 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 office 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 agency for a specific order.

(6) Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

(7) 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 agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency - s needs.

4. ORDER

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

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

5. PERFORMANCE OF SERVICES

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office 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 Government.

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 Government contract, without some restriction on 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 Government, ordering offices 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 office 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 Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

FAMIS SOFTWARE provides advanced, specialized services that leverage the specific FAMIS/FM product experience, Facility Management, infrastructure, CAD, and Oracle expertise of FAMIS SOFTWARE staff.

FAMIS SOFTWARE Services Description Follows description and pricing for SINS 132-33, 132-34, and 132-51.

SIN 132-33; FAMIS FIS/FM PERPETUAL SOFTWARE LICENSES GSA PRICE and SIN 132-33 and 132-34 SOFTWARE LICENSES WITH MAINTENANCE OF SOFTWARE

SIN/ITEM NO.	FAMIS Products	Licensed	US Price	Note Ref.
SIN 132-33 FMO-EE	FAMIS Maintenance & Operations Suite – Enterprise Edition (subject to minimum requirements)	One (1) Concurrent User	\$5,246.25	1, 3, 4, 5
SIN 132-33 FFM-EE	FAMIS Facility Management Suite – Enterprise Edition (subject to minimum requirements)	One (1) Concurrent User	\$5,246.25	1, 3, 4, 5
SIN 132-33 FPM-EE	FAMIS Project Management Suite – Enterprise Edition (subject to minimum requirements)	One (1) Concurrent User	\$5,246.25	1, 3, 4, 5
SIN 132-33 FRE-EE	FAMIS Real Estate Suite – Enterprise Edition (subject to minimum requirements)	One (1) Concurrent User	\$5,246.25	1, 3, 4, 5
SIN 132-33 FPS-EE	FAMIS Performance Scorecard – Enterprise Edition (subject to License Price Minimum)	One (1) Named User	\$71.25	2, 3, 4, 5
SIN 132-33 FIT-EE	FAMIS Integration Toolkit – Enterprise Edition	Per Processor	\$5,246.25	3, 4, 5
SIN 132-33 FSB	FAMIS Stack & Block	One (1) Named User	\$2,246.25	3, 4, 5
SIN 132-33 FAI	FAMIS AutoCAD Interface (subject to Requirement)	Per Workstation	\$2,246.25	3, 4, 5
SIN 132-34 SUPP	Annual Technical Support Renewal (18% of license price)		Calculate	

FAMIS Products – Notes:

- 1. Minimum Requirements:** There is an initial transaction minimum requirement of five (5) concurrent users. The minimum order of five (5) concurrent users may be made up entirely of one FAMIS Program Suite or it may be a combined selection from any of the FAMIS Suites offers. When you are licensed under more than one Product Suite(s), each Concurrent User License extends its access into the other Licensed Product Suite(s).
- 2. License Price Minimum:** Sold in increments of one hundred (100) named users.
- 3. License Type:** Perpetual
- 4. License Definition:**

Concurrent User: Each concurrent user license allows multiple individuals authorized by you within a specified Territory access to the software and database, so long as no more than one individual is accessing the software and database at any given time. The customer is responsible for ensuring that actual usage is in compliance with this definition. Territory: one, and only one, of the following three geographic areas: Americas Territory, EMEA Territory or Asia Pac Territory each as identified below. The geographic Territories are referenced below.

Named User: Allows an individual authorized by you access to the software and database, regardless of whether the individual is actively accessing the software and database at any given time. The customer is responsible for ensuring that the actual usage is in compliance with the definition.

Per Processor: Each processor in a database server where the products are installed and/or running.

Per Workstation: Each client computer from which the product is being accessed, regardless of where the Product is installed.

- 5. Technical Support:** Technical Support is included for the first year and it begins upon product delivery. Technical Support renewals are based on 18% of the licensed product price.

SIN 132-51IT FAMIS FIS/FM PROFESSIONAL SERVICES GSA RATES (\$ per hour)

	Job Code	Labor Category	Commercial List Price	GSA Discount % Without IFF	GSA Price with IFF - both On-site and Off-site
1.	PD	FAMIS FIS/FM Project Director	225	8 %	208.56
2.	SPM	FAMIS FIS/FM Sr. Project Manager	200	8 %	185.38
3.	SSP	FAMIS FIS/FM Sr. Strategic Planner	170	8 %	157.57
4.	SCS	FAMIS FIS/FM Sr. CAD Specialist	170	8 %	157.57
5.	PS	FAMIS FIS/FM Product Specialist	150	8 %	139.04
6.	PR	FAMIS FIS/FM Programmer	150	8 %	139.04
7.	PA	FAMIS FIS/FM Process Analyst	150	8 %	139.04

I. INTRODUCTION

FAMIS Software staff are specific experts in the FAMIS FIS/FM product line and are therefore highly productive in comparison to general IT technical staff. FAMIS Software services staff also have direct access to other internal FAMIS Software staff. FAMIS Software has an excellent record of client satisfaction and is willing to provide references prior to contract award.

II. IMPLEMENTATION SERVICES

FAMIS Software professional staff provides technical assistance directly related to FAMIS FIS/FM, the FAMIS line of Facility Management products. Services include project management, integration, operation, business process analysis, and related IT services.

FAMIS Software also has associated Solution Partners that specialize in providing services to specific vertical markets, integration with specific applications, and/or providing onsite field services

III. DEVELOPMENT SERVICES

FAMIS Software also provides Product Development services directly related to the FAMIS FIS/FM product line on a onetime non-recurring expense basis, with resulting features added to the FAMIS FIS/FM product line. Development is by not-to-exceed quotation only, in response to a written statement of client requirements. Price of development will be determined by FAMIS Software based on requirements analysis.

POSITION DESCRIPTIONS

JOB DESCRIPTION: *FAMIS FIS/FM PROJECT DIRECTOR*

FUNCTION: Individual in this position directs multiple project teams and is responsible for the successful completion of Customer Projects. Is responsible for business development, administrative management of projects, and provides facility management consulting at a high level. Maintains client satisfaction.

RESPONSIBILITIES: This position serves a variety of duties including multiple project team leadership, contract administration, project workflow management, and the initial scheduling phases of major projects. The Project Director will attend key planning and project team meetings to monitor project progress and work processes. Develops and maintains project budgets. The Project Director will serve as the Quality Assurance and Performance Manager for the project team.

KNOWLEDGE AND JOB SKILLS: Strong leadership abilities. Strong financial management and business development skills. Has multiple strengths in, facility management, process development, technology management,

and general business management. Able to handle multiple tasks and meet deadlines. Strong communication and oral presentation skills.

PERSONAL QUALITIES: Leadership abilities, Strong business ethics. Highly motivated to get the job done. Goal oriented; high-level planner.

SUPERVISORY RESPONSIBILITIES: Supervise and direct project teams.

MINIMUM EDUCATION / EXPERIENCE: B.A. or B.S. Degree. In depth training in use of FAMIS FIS/FMapplications. At least three to five (3 - 5) years of technical experience and competence in all phases of FAMIS FIS/FMapplications, extensive background in administrative and support systems with an emphasis on financial, logistic and facilities applications

JOB DESCRIPTION: *SENIOR FAMIS FIS/FMPROJECT MANAGER*

FUNCTION: Individual in this position serves a variety of project specific work. Defines project goals and deliverables, sets project team expectations. Conducts team meetings; monitors project progress and provides facility management consulting. Maintains client satisfaction. Organizes and directs specific tasks within the project in coordination with the Project Director.

RESPONSIBILITIES: This position serves a variety of duties including project coordination, planning and scheduling. Team supervision and client contact are major domains. Attends and conducts client meetings, writes reports, and updates project documentation. Ability to read and analyze project documentation, especially project schedules. Provides sound consulting advice to project team. May be involved in monitoring project budgets. Comfortable with directing all phases of a project with minimal interface with the Project Director.

KNOWLEDGE AND JOB SKILLS: Able to handle multiple tasks and meet deadlines. Strong communication and oral presentation skills. Must be innovative and detail-oriented. Able to direct all team members. Strong leadership abilities. Space planning capabilities are desirable. Extensive knowledge and experience in directing project activities including, but not limited to, estimating time and resource requirements. Extensive knowledge of CAFM software applications. Must understand and have experience with Oracle database structure and administration. Must be able to meet deadlines. Must be able to handle customer support issues.

PERSONAL QUALITIES: Accuracy and dependability are essential. Must be able to work without supervision. Able to secure cooperation of others. Should be methodical, analytical and well organized. Must be comfortable leading and directing meetings. Able to prioritize work demands. Should possess strong interpersonal skills.

MINIMUM EDUCATION / EXPERIENCE: B.A. or B.S. Degree or four (4) years equivalent experience in related field. In-depth training of FAMIS/FM applications. At least two (2) years of technical experience and competence in all phases of FAMIS/FM applications.

JOB DESCRIPTION: *SENIOR FAMIS FIS/FM STRATEGIC PLANNER*

FUNCTION: Individual in this position serves as an expert for project specific work involving strategic facility planning and facility process improvement through the use of CAFM systems and technology. May be team leader under the direction of the Project Director.

RESPONSIBILITIES: This position serves a variety of strategic planning duties including developing space standards, analyzing occupancy options, developing and documenting proposed solutions, presenting recommendations. Responsible for maintaining client satisfaction. Comfortable with directing all phases of a project with minimal interface with the Project Director.

KNOWLEDGE AND JOB SKILLS: Expert knowledge of and experience in strategic facility planning and documentation. Must have extensive understanding of CAFM software applications. Strong leadership abilities. Able to handle multiple tasks and meet deadlines. Strong communication and oral presentation skills a must. Should be innovative, detail-oriented and confident. Should be a team builder. Able to direct all team members and maintain team spirit. Maintain files in electronic format. Understand and have extensive experience in facility management and utilization, master planning, computer aided facility management solutions.

PERSONAL QUALITIES: Leader, strong business ethics. Highly motivated to do what it takes to get the job done. Goal oriented, high level planner. Able to secure cooperation of others. Must be able to work without supervision. Must be methodical, analytical and well organized. Able to prioritize work demands. Must possess strong interpersonal skills.

MINIMUM EDUCATION / EXPERIENCE: B.A. or B.S. Degree or two (2) years of equivalent experience in related field. In-depth training in use of FAMIS FIS/FM applications. At least one (1) year of technical experience and competence in all phases of FAMIS FIS/FM applications.

JOB DESCRIPTION: *SENIOR FAMIS FIS/FM CAD SPECIALIST*

FUNCTION: This position involves design and facilities space planning utilizing various CAD tools. Responsible for developing drawing methodology and standards as related to CAFM implementation.

RESPONSIBILITIES: Primary responsibility is to utilize and understand various CAD platforms, including AutoCAD-Map, MicroStation, and Visio. Sets direction and methodology for the integration to CAD and CAFM database applications. Other responsibilities include analysis and documentation of special customer requirements. May direct CAD project team with direction from project management.

KNOWLEDGE AND JOB SKILLS: In-depth knowledge of various CAD platforms, especially AutoCAD and MicroStation. Knowledge of Facility Management disciplines. Extensive project management experience relating to scheduling and project estimates. Extensive project experience related to gathering user requirements, building CAD drawings and preparing customer specific implementation plans. Demonstrated ability to analyze functional requirements and to prepare specification documents.

PERSONAL QUALITIES: Self-initiative, accuracy and dependability are important. Must be able to work with minimal supervision. Able to secure cooperation of others. Should be methodical, analytical and organized. Must be comfortable leading and directing meetings. Ability to prioritize work demands. Ability to work effectively and efficiently in a team environment.

SUPERVISORY RESPONSIBILITIES: May supervise and direct project team with direction from senior project management staff.

MINIMUM EDUCATION / EXPERIENCE: B.A. or B.S. Degree or two (2) years of equivalent experience in related field. In-depth training in use of FAMIS FIS/FM applications. At least one (1) year of technical experience and competence in all phases of FAMIS FIS/FM applications.

JOB DESCRIPTION: *FAMIS FIS/FMPRODUCT SPECIALIST*

FUNCTION: This position involves design and facilities space planning utilizing various CAD tools and Oracle database technology. Responsible for developing methodology and standards as related to CAFM implementation.

RESPONSIBILITIES: Primary responsibility is to utilize and understand various FM platforms, including Oracle, AutoCAD-Map, MicroStation, and Visio. May set direction and methodology for the integration to CAD and CAFM database applications. Other responsibilities include analysis and documentation of special customer requirements.

KNOWLEDGE AND JOB SKILLS: In-depth knowledge of Oracle and CAD platforms, especially AutoCAD and MicroStation. Knowledge of Facility Management disciplines. Basic project management experience relating to scheduling and project estimates. Basic project experience related to gathering user requirements, building databases, CAD drawings and preparing customer specific implementation plans. Demonstrated ability to analyze functional requirements and to prepare specification documents.

PERSONAL QUALITIES: Self-initiative, accuracy and dependability are important. Must be able to work with minimal supervision. Able to secure cooperation of others. Should be methodical, analytical and organized. Must be comfortable leading and directing meetings. Ability to prioritize work demands. Ability to work effectively and efficiently in a team environment.

MINIMUM EDUCATION / EXPERIENCE: B.A. or B.S. Degree or two (2) years of equivalent experience in related field. In-depth training in use of FAMIS FIS/FM applications. At least one (1) year of technical experience and competence in all phases of FAMIS FIS/FM applications.

JOB DESCRIPTION:*FIS/FMCAD SPECIALIST*

FUNCTION: This position involves design and facilities space planning utilizing various CAD tools. Responsible for developing drawing methodology and standards as related to CAFM implementation.

RESPONSIBILITIES: Primary responsibility is to utilize and understand various CAD platforms, including AutoCAD-Map, MicroStation, and Visio. Other responsibilities include analysis and documentation of special customer requirements.

KNOWLEDGE AND JOB SKILLS: In-depth knowledge of various CAD platforms, especially AutoCAD and MicroStation. Knowledge of Facility Management disciplines. Extensive project experience related to gathering user requirements, building CAD drawings and preparing customer specific implementation plans. Demonstrated ability to analyze functional requirements and to prepare specification documents.

PERSONAL QUALITIES: Self-initiative, accuracy and dependability are important. Must be able to work with minimal supervision. Should be methodical, analytical and organized. Ability to prioritize work demands. Ability to work effectively and efficiently in a team environment.

MINIMUM EDUCATION / EXPERIENCE: B.A. or B.S. Degree or one (1) year of equivalent experience in related field. In-depth training in use of FAMIS FIS/FM applications. At least six (6) months of technical experience and competence in all phases of FAMIS FIS/FM applications.

JOB DESCRIPTION: *FAMIS FIS/FMPROGRAMMER*

FUNCTION: Utilizes CASE techniques and tools to analyze and document functional business applications and design specifications. Translates detailed design documents into application software. Tests, debugs, and refines computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to a programmer team as required and ensures deadlines are met. Occasional travel may be required.

RESPONSIBILITIES: Assignments include concept definition, automated process design, detailed specifications definition, prototyping, coding, problem solving, test plan development, and preparation of various technical documentation.

KNOWLEDGE AND JOB SKILLS:

- Knowledge in all facets of systems development: planning, analysis, design, implementation, and evaluation
- Project management experience related to system development projects
- Work experience in structured or OO methods
- Demonstrated ability and experience to analyze functional requirements and to organize specifications
- Design and programming skills and ability to program for complex projects where a high degree of ingenuity is required
- Knowledge and capability to utilize the software methodologies, languages and utilities employed by FIS, Inc. including the Oracle 7x/8x databases; C/C++; JAVA; HTML, SQL, PL/SQL; Oracle Developer, Designer, and SQL*PLUS tools in a Microsoft environment

PERSONAL QUALITIES: Proven ability to:

- perform in a challenging, fast paced environment
- handle emergencies and communicate well in time of crisis
- think logically and devise creative solutions to problems
- communicate with others, both orally and in writing

MINIMUM EDUCATION / EXPERIENCE: B.A. or B.S. degree or three (3) years of equivalent experience in a related field. In-depth training in use of FAMIS FIS/FM applications. Must have five (5) years of computer experience in information systems development. At least three (3) years of experience as an application programmer on large-scale relational DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

JOB DESCRIPTION:*FAMIS/FMPROCESS ANALYST*

FUNCTION Individual in this position serves a variety of project specific work involving strategic facility planning and facility process improvement through the use of CAFM systems and technology. Develops facility data accumulation processes, analyzes workflow requirements. May be team leader under the direction of the Project Director.

RESPONSIBILITIES: This position serves a variety of facility process management and improvement duties including identifying goals for process improvement, developing expectations and schedules, analyzing current process and proposing improvements. Responsible for maintaining client satisfaction. Able to perform all tasks with minimal interface with the Project Director.

KNOWLEDGE AND JOB SKILLS: Strong knowledge of and experience in business process analysis and documentation. Understands CAFM software applications. Able to handle multiple tasks and meet deadlines. Strong communication and oral presentation skills a must. Should be innovative, detail-oriented and confident. Should be a team builder. Able to interact with all team members and maintain team spirit. Must understand and have experience in scheduling and project management techniques.

PERSONAL QUALITIES: Self-initiative, accuracy and dependability are essential. Must be able to work without supervision. Able to secure cooperation of others. Must be methodical, analytical and well organized. Must be comfortable leading and directing meetings. Able to prioritize work demands. Must possess strong interpersonal skills.

MINIMUM EDUCATION / EXPERIENCE:B.A. or B.S. Degree or two (2) years of equivalent experience in related field. In-depth training in use of FAMIS FIS/FM applications. At least one (1) year of technical experience and competence in all phases of FAMIS FIS/FM applications.

BEST VALUE

BLANKET PURCHASE AGREEMENT

FEDERAL SUPPLY SCHEDULE

FAMIS SOFTWARE, INC. (FAMIS)

In the spirit of the Federal Acquisition Streamlining Act(Agency)and **FAMIS Software** 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 **Government that works better and costs less.**

Signatures

AGENCY DATE CONTRACTOR DATE

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, **FAMIS Software** agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(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 SCHEDULE/DATES

(3) The Government 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; **FAMIS Software, Inc.**

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

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

(10) The terms and conditions included in this BPA apply to all

purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor - s invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use Contractor Team Arrangements (see FAR 9.6) to provide solutions when responding to a customer agency 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.