



FULLY EXECUTED
Contract Number: 4400016494
Original Contract Effective Date: 12/21/2017
Valid From: 01/01/2018 To: 03/05/2025

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Hosler Valarie
Phone: 717-703-2945
Fax: 717-346-3820

Your SAP Vendor Number with us: 414785

Supplier Name/Address:
IDC RESEARCH INC
211 N UNION ST
ALEXANDRIA VA 22314-2643 US

Supplier Phone Number: 202-368-4327
Supplier Fax Number: 703-373-1941

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:
IT Subscription Services

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Information Services	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This contract supports the Commonwealths requirements for IT Subscription Services.

4.18.2023- Char Riley has been assigned as the commodity specialist for this contract.

11.21.2023 - Commodity Specialist changed to Valarie Hosler. vsh

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



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Contract Number: 4400016494

Original Contract Effective Date: 12/21/2017

Valid From: 01/01/2018 To: 03/05/2025

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Riley Char

Phone: 717-346-4868

Fax: 717-783-6241

Your SAP Vendor Number with us: 414785

Supplier Name/Address:

IDC RESEARCH INC

211 N UNION ST

ALEXANDRIA VA 22314-2643 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

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4.18.2023- Char Riley has been assigned as the commodity specialist for this contract.

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Title _____

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Date _____



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Valid From: 01/01/2018 To: 03/05/2025

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Jaime Raymond
Phone: 717-346-3827
Fax: 717-783-6241

Your SAP Vendor Number with us: 414785

Supplier Name/Address:
IDC RESEARCH INC
211 N UNION ST
ALEXANDRIA VA 22314-2657 US

Supplier Phone Number: 202-368-4327
Supplier Fax Number: 703-683-4707

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
IT Subscription Services

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

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General Requirements for all Items:

Header Text

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No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED

Contract Number: 4400016494

Original Contract Effective Date: 12/21/2017

Valid From: 01/01/2018 To: 03/05/2020

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: **Teprovich Thomas**

Phone: 717-783-0257

Fax: 717-783-6241

Your SAP Vendor Number with us: 414785

Supplier Name/Address:

IDC RESEARCH INC

211 N UNION ST

ALEXANDRIA VA 22314-2657 US

Supplier Phone Number: 202-368-4327

Supplier Fax Number: 703-683-4707

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

IT Subscription Services

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**PARTICIPATING ADDENDUM
FEDERAL SUPPLY SERVICE INFORMATION
TECHNOLOGY SCHEDULE 70 CONTRACT
Schedule 70, IT Solutions and Electronics, General Purpose Commercial Informational
Technology Equipment, Software and Services**

This Participating Addendum (“Addendum”) is entered into pursuant to the Federal Supply Service Information Technology Schedule 70 Contract for General Purpose Commercial Information Technology Equipment, Software, and Services (“Federal Supply Contract”), between **IDC Research, Inc.** (“the Contractor”) and the United States General Services Administration (“GSA”) (**Contract GS-35F-218CA**). The parties to this Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** (“Commonwealth”) acting through its **Department of General Services** (“DGS”).

WHEREAS, GSA, pursuant to law governing federal acquisitions, entered into the Federal Supply Contract with the Contractor, pursuant to which the Contractor provides Information Technology Professional Products and Services as described in the Federal Supply Contract to federal agencies; and

WHEREAS, the Commonwealth desires to participate in the Federal Supply Contract as an additional contracting party to procure Information Technology Equipment, Software and Services from the Contractor under the Federal Supply Contract.

WHEREAS, the Commonwealth is authorized under Section 1902 and 1908 of the *Commonwealth Procurement Code*, 62 Pa. C.S. §§1902, 1908, to undertake and make this type of contractual arrangement.

NOW THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated by reference as a material part of this Addendum.
2. **EFFECTIVE DATE.** This Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Addendum to the Contractor. This Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Federal Supply Contract, or (b) termination of this Addendum in accordance with its terms or the terms of the Federal Supply Contract. If the Federal Supply Contract is renewed or extended, this Addendum shall automatically renew or extend for a term consistent with the term of the Federal Supply Contract.
3. **SUPPLIES AND SERVICES AVAILABLE TO PROCURE.** The Commonwealth may procure only those items and/or services from the Federal Supply Contract as set forth on Exhibit A, which is attached hereto and made part of this Addendum. Any item and/or service

provided by the Contractor through the Federal Supply Contract but not listed on Exhibit A, may be added or substituted to this Addendum at the sole discretion of DGS.

4. **MAINTENANCE.** Unless prohibited by the Federal Supply Contract, Contractor may provide software and/or hardware maintenance (“Maintenance”) to the Commonwealth through this Addendum. Contractor may provide Maintenance to the Commonwealth for up to one (1) year beyond the expiration date of the Federal Supply Contract if a purchase order for such services is executed prior to the expiration date of this Addendum and the Federal Supply Contract.
5. **ADDENDUM TERMS.** DGS and the Contractor agree to be bound to the Terms and Conditions set forth in this Addendum.
6. **FEDERAL SUPPLY CONTRACT TERMS.** DGS and the Contractor agree to be bound by the prices, terms, and conditions as stated in the Federal Supply Contract, which is made a part of this Addendum and incorporated by reference.
7. **CONTRACT DOCUMENTS.** This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The instant document containing the recitals and signatures, along with the following Exhibits:
 - 1) Participating Addendum;
 - 2) Exhibit A, Approved Products List
 - 3) Exhibit B, IDC Research, Inc. Contract GS-35F-218CA
 - 4) Exhibit C, COSTARS Program Election Form
 - 5) Exhibit D, Lobbying Certification Form
 - 6) Exhibit E, Iran Free Procurement Certification Form
8. **COMMONWEALTH OF PENNSYLVANIA ADDENDUM PARTICIPANTS.** This Addendum may be used by all Commonwealth agencies as that term is defined in Section 103 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 103, and by all local public procurement units, as that term is defined in Section 1901 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1901.
9. **ELECTRONIC SIGNATURES.** This Addendum will be executed electronically by the Commonwealth. The Commonwealth and the Contractor specifically agree as follow:
 - (a) No handwritten signature shall be required in order for this Addendum to be legally enforceable.

- (b) The parties agree that no writing shall be required in order to make this Addendum legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of this Addendum under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements must be in writing and signed by the party bound thereby. This Addendum, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of this Addendum under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgment were not in writing or signed by the parties.

10. PURCHASE ORDERS. The Commonwealth may issue purchase orders against this Addendum directly with the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency. All orders placed against this Addendum shall be based on the terms of this Addendum and the Contractor's Federal Supply Contract terms and prices. All purchase orders issued in accordance with the Addendum received by the Contractor up to and including the expiration date of the Addendum must be performed in accordance with the purchase order. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Addendum.

Purchase orders may not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for a purchase order issued in accordance with this Addendum to be legally enforceable.
- (b) Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth transmitting the order has properly received an acknowledgement.

- (c) The parties agree that no writing shall be required in order to make a purchase order issued in accordance with the Addendum legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically and issued in accordance with the Addendum under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued in accordance with the Addendum and issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements issued in accordance with the Addendum under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment issued in accordance with the Addendum shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (d) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

11. INFORMATION TECHNOLOGY POLICY (ITP) COMPLIANCE. Contractor is required to comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (DGS/OIT), for the Commonwealth enterprise. See:

<http://www.oa.pa.gov/Policies/Pages/itp.aspx>

12. BACKGROUND CHECKS.

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Upon request of the Commonwealth, the Contractor must provide written confirmation that the background checks have been conducted.
- (c) If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns

about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (d) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein. Nothing in this section shall be deemed to require the Contractor to provide the Commonwealth with confidential or personal information of its employees.
- (e) Commonwealth POs may require Contractor to access confidential and/or secure data. In the event that access to such data is required, the individual PO will specify the Contractor's responsibilities, which may include, but are not limited to, employees signing confidentiality statements and documentation of employee background checks. Failure of the Contractor to comply with the confidentiality and security requirements of the PO may result in default of the Contractor under this Addendum.

13. INSURANCE.

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - (1) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).
 - (2) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Addendum, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form

designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.

- (b) Prior to commencing work under the Addendum, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.
- (c) The Contractor agrees to maintain such insurance for the life of the Addendum.
- (d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 6 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the Addendum that Contractor has sufficient assets to cover such losses.

14. CONTROLLING LAW. The Addendum and all orders issued pursuant thereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

15. CONTRACT CONTROVERSIES. In the event of a controversy, dispute or claim arising from the Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

If the matter cannot be worked out between the parties, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims, if the claim involves a Commonwealth executive or independent agency or a state-affiliated entity. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Addendum or any addendum thereto in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Addendum.

16. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. § 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

17. SOVEREIGN IMMUNITY. No provision in this Addendum shall be construed to limit the sovereign immunity of the Commonwealth.

18. COSTARS PROGRAM. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

- (a) Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.
 - (1) A "local public procurement unit" is:
 - Any political subdivision;
 - Any public authority;

- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

(2) A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

(3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>.

(b) COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

(c) DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.

- (d) COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- (e) Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

- (1) Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.
 - (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to "Commonwealth of PA". The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- (f) DGS has registered the COSTARS name and logo (together, the "COSTARS Brand") as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any

privileges it may have to use the COSTARS Brand under this Contract.

- (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- (g) The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
- (1) Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to GS-PACostars@pa.gov or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS's

written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.

- (2) The Contractor shall include on each report the Contractor's name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
 - (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- (h) Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [http://www.dgs.pa.gov/Local Government and Schools/COSTARS/Pages/default.aspx](http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx).
- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [http://www.dgs.pa.gov/Local Government and Schools/COSTARS/Pages/default.aspx](http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx) where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently registered COSTARS member entities, please visit the COSTARS website.
 - (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@pa.gov

19. REPORTING REQUIREMENTS.

- (a) **Quarterly Reporting Requirements:** The Contractor shall provide to the Commonwealth's primary contact, a quarterly report detailing purchasing volume by the Commonwealth and its using agencies. The report shall also include all COSTARS purchases. A consistent reporting mechanism will be required and shall include, but not be limited to:
 - (1) A Summary Report of purchases by each Commonwealth agency (item description, item number, serial number, subtotals, and totals), including the delivery order history indicating the receipt date of the purchase order, and the delivery date of equipment.

- (2) A Performance Report indicating average delivery time for equipment, percentage of orders that were shipped incorrectly, failure rates ('dead on arrival'), and percentage of delivery orders resulting in backorder items.
- (3) Usage reports as defined the Commonwealth.
- (4) A Call-Tracking Report for warranty/maintenance support, which shall include:
 - Date of initial call, requesting agency, contact person, and nature of call;
 - Date of initial Contractor response; and
 - Date and brief explanation of problem closure.
- (5) A Customer Satisfaction Report detailing Contractor performance in the areas of quality assurance, accuracy of equipment shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions. Contractor shall initiate customer satisfaction surveys indicating Contractor performance. The Commonwealth will determine the format and delivery mode of the survey.

(b) **Monthly Reporting Requirements for Equipment Repair** (if applicable):

- (1) **Response and Fix Time by Agency:** Use SLA in the Federal Supply Contract if a SLA is not specified in the Commonwealth PO as the metric for on time performance. The report must include: agency name, incident location, model #, serial #, problem summary, call date & time, response date & time, time of trouble call to signed completion of call, fix date, fix time, and resolution summary.
- (2) **Repeat calls by Agency:** Number of repeat calls totaling three (3) or more on a rolling 30-day basis by serial number.
- (3) **General Monthly Status Report** to address all outstanding issues.

(c) **Report Requirements:**

- (1) **Report Due Date:** The Contractor shall provide all reports to the Commonwealth no later than ten (10) days after the end of the applicable reporting period (month or quarter).
- (2) **Report specifications:** All reports shall be in Microsoft Excel format. Download all requested reports to one Excel file. Use tabs to define each report. Ensure to label file, report, tabs and cells correctly. Ensure Commonwealth of Pennsylvania and COSTARS (if applicable) data is

segregated and labeled correctly. Reports are to be sent to the Department of General Services.

- (d) Reports may be added or deleted as required by the Department of General Services.

20. ADDITIONAL REQUIREMENTS

- (a) **New Items.** All items offered by the Contractor must be new. A “new” item is one which will be used first by the Commonwealth after it is manufactured or produced. The provision of used, remanufactured or reconditioned items is not permissible. This clause shall not be construed to prohibit Contractors from offering goods, supplies, equipment materials, or printing with recycled content, provided the item is new.
- (b) **Electrical Requirements.** The Commonwealth will furnish suitable electrical current to operate equipment. All equipment MUST be UL approved. Any special voltage needed beyond the standard 110v must be indicated.
- (c) **Electronic Interface.** If indicated in writing by the Commonwealth, Contractor must have the ability to accept, process, and track POs electronically. The ability to provide electronic funds transfer and/or a seamless electronic interface to Commonwealth SAP/SRM accounting and procurement system is also required. The Contractor must submit a monthly, or as needed by the respective agency, file to be imported into the Commonwealth’s Remedy Asset Management System if equipment or hardware is being purchased.
- (d) **Energy Star Technology Equipment and Guidelines.** Unless the Commonwealth indicates otherwise in writing to the Contractor, the Contractor must provide equipment that meets the most recent set of U.S. Environmental Protection Agency’s and Department of Energy’s Energy Star guidelines (<http://www.energystar.gov>). Installation, service and any other technical support performed under this contract, unless indicated otherwise in writing by the Commonwealth, must include the proper configuration of power management features according to the current Energy Star specifications for that class of equipment at the time of installation, service, or other technical support is provided. Unless indicated otherwise in writing by the Commonwealth, personnel involved in system integration, site customization, equipment maintenance and technical support must:
 - (1) Ensure that power management features on all equipment remain installed and functional at all times.
 - (2) Carry out their services so as to maximize the energy efficiency of the installed product.

- (3) Treat the malfunction of power management as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.
 - (4) For all equipment with ENERGY STAR power management features, all ENERGY STAR power management features must be fully activated upon delivery.
- (e) **Ongoing Environmental Initiatives.** If requested by the Commonwealth, the Contractor must work with the Commonwealth and interested environmental partners during the term of the Addendum to examine the feasibility of implementing environmental initiatives to minimize its environmental impact at manufacturing, assembly, warehouse, distribution and/or other facilities, including, but not limited to:
- (1) Toxic use reduction and/or waste prevention efforts;
 - (2) Recycling and/or reuse (including the current recycling, reuse and/or remanufacture of computer equipment by or for COPA);
 - (3) Energy efficiency;
 - (4) Natural resource conservation; and
 - (5) Support future efforts aimed at improving the environmental design and performance of electronics in the marketplace. Such programs may include, but not be limited to, incorporating any upcoming Energy Star specifications into equipment design and meeting certification standards established by the Electronic Products Environmental Assessment Tool (EPEAT), a current project underway with funding provided by the US EPA. See details at <http://www.epeat.net>.

21. PRIMARY CONTACTS. The primary contacts for this Addendum shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below:

The Contractor's primary contact for this Addendum is:

Rick Eulo, Senior Contract Manager
211 North Union Street, #106
Alexandria, VA 22314

Telephone: (202) 368-4327
Email: reulo@idc.com

The Commonwealth's primary contact for this Addendum is:

Joe Millovich
Bureau of Procurement
555 Walnut Street, 6th Floor
Forum Place
Harrisburg, PA 17101

Telephone: (717) 214-3434
Email: jmillovich@pa.gov

- 22. NOTICE.** Any written notice to any party under this Addendum shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the Contractor:

Rick Eulo, Senior Contract Manager
211 North Union Street, #106
Alexandria, VA 22314
reulo@idc.com
(202) 368-4327

If to DGS, in an envelope addressed to the attention of:

Joe Millovich
Bureau of Procurement
555 Walnut Street, 6th Floor
Forum Place
Harrisburg, PA 17101

Telephone: (717) 214-3434
Email: jmillovich@pa.gov

- 23. AUDIT PROVISIONS.** The Commonwealth, excluding information protected by privacy laws, shall have the right, at reasonable times and at a site designated by the DGS, to audit the books, documents, and records of the Contractor to the extent that the books, documents, and records relate specifically to pricing data for this Addendum or order. The Contractor agrees to maintain records that will support the prices charged for this Addendum or any order.

The Contractor shall preserve books, documents, and records that relate to pricing data for this Addendum or any order for a period of three years from date of final payment.

24. **OFFSET PROVISIONS.** The Contractor agrees that the Commonwealth may set off the amount of any damages, state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
25. **TERMINATION PROVISIONS.** In addition to the termination provisions provided for default in the Federal Supply Contract, the Contractor and DGS agree that the following additional termination provisions will apply to the Addendum between the Contractor and DGS.
- (a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Addendum or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
 - (b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Addendum or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or contract purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
26. **CONTRACTOR INTEGRITY PROVISIONS.** It is essential that those who seek to contract with the Commonwealth of Pennsylvania observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.
- (a) **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - (1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or

contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

- (3) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - (4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (5) "Financial Interest" means either:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
 - (7) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - (2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 - (3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer

or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- (4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due

to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- (7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this

paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

27. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE. During the term of this Addendum, the Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement for employees with an established work site.

- (d) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (g) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (h) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

28. CONTRACTOR RESPONSIBILITY PROVISIONS

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

29. AMERICANS WITH DISABILITIES ACT. During the term of this Addendum, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*,

28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.

- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

30. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this Section, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

31. LOBBYING CERTIFICATIONS AND DISCLOSURE. With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Contractor must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this Addendum as Exhibit D. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

32. IRAN FREE PROCUREMENT CERTIFICATIONS AND DISCLOSURE.

Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the *Commonwealth Procurement Code* and is eligible to contract with the Commonwealth under Sections 3501-3506 of the *Commonwealth Procurement Code*; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). Contractor must complete and return the Iran Free Procurement Certification form, (Appendix E Iran Free Procurement Certification Form), which is attached hereto and made part of this Addendum.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#>

- 33. ENTIRE AGREEMENT.** This Addendum and the Federal Supply Contract, together with their exhibits, set forth the entire agreement between the parties concerning the Commonwealth’s procurement of information technology professional products and services from the Contractor. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum the day and year first above written.

Witness:



Signature

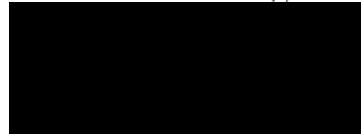
Suzanne Denton 10/17/17

Printed Name

Date

Sales Ops Manager

Title



Signature

Per Melker

Printed Name

October 16, 2017

Date

WW VP Sales

Title

SAP Vendor Number – 0000190753

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: [Signature Affixed Electronically]

Deputy Secretary

Date

APPROVED:

[Signature Affixed Electronically]

Comptroller

Date

[Signature Affixed Electronically]

Treasury

Date

APPROVED AS TO FORM AND LEGALITY:

[Signature Affixed Electronically]

Office of Chief Counsel

Date

[Signature Affixed Electronically]

Office of General Counsel

Date

[Signature Affixed Electronically]

Office of Attorney General

Date

Exhibit A

Commonwealth of Pennsylvania Contract No. 4400016494

GSA Contract No. GS-35F-218CA

Summary of Services IT Research and Advisory Services as listed below:

1. Consulting Services
2. Analytical Studies and Surveys (Consulting)
3. Computer Hardware Consulting (Price Benchmarking/Trackers)
4. Computer Software Consulting (Price Benchmarking/Trackers)
5. Feasibility Studies (Consulting)
6. Governmental Consulting
7. Management Consulting
8. Urban Planning Consulting
9. Traffic Consulting (Smart Cities)
10. Telecommunications Consulting
11. Transportation Consulting (Smart Cities)
12. Market research and data products, global market data
13. IT Research Services
14. Technology Consulting
15. Government Insights Specific (Consulting)
16. Executive Advisory Services/Executive IT
17. Strategy Sessions and Workshops
18. Custom Consulting
19. Smart Cities Research, Advisory and Consulting
20. IT Strategy & Governance
21. Strategic Architecture
22. Services Transformation
23. Innovation Strategies
24. Customer Experience
25. Enterprise Mobility Strategies
26. Devices: PCs, Mobile, Wearables, AR/VR
27. Social Business
28. Digital Commerce
29. Information Transformation
30. Enterprise/Next Gen Security
31. Information and Data Management
32. Big Data & Analytics
33. Cognitive Computing
34. Enterprise Infrastructure
35. App Dev & App Provisioning
36. DevOps
37. Cloud Strategies
38. Transformative Tech: IoT, Robotics, 3D Printing
39. Vendor & Sourcing Management
40. IT Talent & Skills Management

- 41. Outsourcing Services/Provisioning**
- 42. IT Organizational Development**
- 43. Connected Car Solutions**
- 44. Consumer Digital Transformation**
- 45. Data Mgmt, Integration, Data Security**
- 46. Data Center: Networks, Trends, Strategies**
- 47. DevOps Solutions: Software, Infrastructure Transformation**
- 48. Document Workflow Transformation**
- 49. eDiscovery and Information Governance**
- 50. Emerging Vendor Program**
- 51. Enterprise Applications**
- 52. IaaS and Hosting Infrastructure Services**
- 53. IoT: Ecosystem, Trends, Analytics, Information Management, Consumer, Security, Services**
- 54. IT Cloud and Software-Defined Datacenter**
- 55. Managed and Cloud Hosted Virtualized Network Services**
- 56. Mobile Consumer Application Platforms**
- 57. Next Gen Document Services**
- 58. Open Source Ecosystem**
- 59. Project & Portfolio Management Solutions**
- 60. Servers and Computing Platforms**
- 61. Software Defined Compute**
- 62. Storage and Data Management Solutions**
- 63. Unified Communications and Collaboration**
- 64. Wireless Network Infrastructure**
- 65. Spending Guides - various**

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

SPECIAL ITEM NUMBERS: 132-51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302	IT and Telecom Systems Development Services
FPDS Code D305	IT Teleprocessing, Time share and Cloud Computing, includes Software As A Service, Infrastructure As A Service
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	IT and Telecom – IT Strategy and Architecture
FPDS Code D309	IT and Telecom – Information and Data Broadcasting or Data Distribution
FPDS Code D310	IT and Telecom – Cyber Security and Data Backup
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

SPECIAL ITEM NUMBERS: 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

**IDC Research, Inc.
5 Speen Street
Framingham, MA 01701
(508) 872-8200
www.idc.com**

Contract Number: GS-35F-218CA
Period Covered by Contract: March 6, 2015 to March 5, 2020

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification # PS0008, dated March 1, 2017

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



CUSTOMER INFORMATION:

1a. Awarded Special Item Number(s):

SIN	Description
132-51	Information Technology Services

1b. Identification of the lowest priced labor category description, job title # and hourly rate awarded under the contract is:

Job Title #	Labor Category Description	GSA Hourly Rate
Junior Consulting Analyst/Junior Research Analyst	Provides support for the project or program manager's organizational needs on IT Research projects, assists with general project deliverables, tracks timelines, milestones, resources, and execution. Assists with business process development for current and future IT Research and Analysis projects.	\$140.00

1c. Labor Category Descriptions of all corresponding commercial job titles, experience, functional responsibility and education are outlined on Pages 12-14 within this pricelist.

2. Maximum Order: \$500,000 per SIN – For SINs 132-51

3. Minimum Order: \$100

4. Geographic Scope of Coverage: The Geographic Scope of Coverage is Domestic Delivery. This 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.

5. Point(s) of production (city, county, and State or foreign country): 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

6. Discount from list prices or statement of net price: 20%

7. Quantity Discount: None

8. Prompt Payment Terms: Net 30 Days



9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold. Yes

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. Yes

10. Foreign Items: No foreign items are awarded under this contract.

11a. Time of Delivery – 30 Days

11b. Expedited Delivery Terms: As Negotiated between **IDC Research, Inc.** and the Ordering Activity.

11c. Overnight/2-Day Delivery Terms: As negotiated between **IDC Research, Inc.** and the Ordering Activity.

11d. 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.

12. FOB Point: Destination

13a. Ordering Address: **IDC Research, Inc.**
5 Speen Street
Framingham, MA 01701

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

Payment Address: **IDC Research, Inc.**
5 Speen Street
Framingham, MA 01701

COMPANY: **IDC Research, Inc.**
5 Speen Street
Framingham, MA 01701

14. Warranty/Guarantee Provisions: All services performed under this contract will be guaranteed to completed in a satisfactory workmanlike manner as delineated with this Authorized FSS IT Schedule Pricelist.

15. Export Packing Charges: Export Packing is not offered under this contract.

16. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).



- 17. Terms and conditions of rental, maintenance, and repair– Not Applicable
- 18. Terms and conditions of installation – Not Applicable
- 19. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices – Not Applicable
- 20.
 - a. Terms and conditions for any other services – Not Applicable
 - b. List of service and distribution points: As Negotiated between IDC Research, Inc. and the Ordering Activity
- 21. **List of Participating Dealers:** IDC Research, Inc. does not authorize any participating dealers under this contract.
- 22. **Preventive maintenance – Not Applicable**
- 23.
 - a. Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable
 - b. Section 508 Compliance: If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/. Contact IDC Research, Inc. for Section 508 compliance information. The EIT standards can be found at: <http://www.Section508.gov/>
- 24. **Data Universal Numbering System (DUNS) Number: 057609401**

Taxpayer Identification Number (TIN): 04 – 2324970
Business Size: Other than Small Business
CAGE Code: 1V114
- 25. **Notification regarding registration in Central Contractor Registration (CCR) database:**
IDC Research, Inc. is currently registered within the System for Award Management (SAM) database.
- 26. **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.



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

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

28. Federal Information Technology Telecommunications 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.

29. 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.

30. 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.

31. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003):

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed



under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

32. Contract Administration for Ordering Activities: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as



might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

33. 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.: Google). The Internet address is <http://www.gsaadvantage.gov>

34. 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.

35. 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.

36. 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.

37. 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).

38. 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.

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or 132-9.

40. 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.

41. 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.

42. 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>.

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



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

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.



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

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

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND



CONDITIONS 2 COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I 2 OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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



12. PAYMENTS

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

IT PROFESSIONAL SERVICE RATES SIN132-51

LABOR CATEGORY	HOURLY RATE
1. Vice President/Executive Subject Matter Expert	\$ 460.00
2. Consulting Director/Senior Subject Matter Expert	\$ 396.00
3. Consulting Project Mgr./Subj. Matter Expert	\$ 352.00
4. Senior Consulting Analyst/Senior Research Analyst	\$ 252.00



- 5. **Consulting Analyst/Research Analyst** **\$ 190.40**
- 6. **Junior Consulting Analyst/Junior Research Analyst** **\$ 140.00**

LABOR CATEGORY DESCRIPTIONS

1. Vice President /Executive Subject Matter Expert

Education: Master's Degree, Advanced Degree in Business, Technology or Engineering or equivalent years of experience in program or corporate management

Basic Experience: 10 – 15 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Serves as corporate director and lead on major IT program verticals and overall guide on major internal research initiatives, conducts and follows major program progress and outcomes, and interacts with external customer and internal corporate management at highest levels to design and report on vertical IT Research products and services. Is an industry-wide subject matter expert for IT discipline vertical.

2. Consulting Director/Senior Subject Matter Expert

Education: Bachelor's Degree, Advanced Degree in Business, Technology or Engineering

Basic Experience: 8-12 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Serves as lead architect or advisor for IT Research discovery/process review, analysis and recommendations on projects of medium complexity. Defines and conducts IT questionnaires and surveys, interviews and/or discovery workshops, leads the development of as-is/to-be process modeling, leads the definition of requirements, conducts process and/or IT focused gap analysis, develops detailed IT design documentation such as process flows, narratives, and configuration guides, develops executive summary and presentations.

3. Consulting Project Manager/Subject Matter Expert

Education: Bachelor's Degree, Advanced Degree in Business, Technology or Engineering

Basic Experience: 5-10 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Serves as most senior or lead project manager or advisor for IT Research discovery/process review, analysis and recommendations on projects of high complexity. Defines and conducts IT questionnaires and surveys, interviews and/or discovery workshops, leads the development of as-is/to-be process modeling, leads the definition of requirements, conducts process and/or IT focused gap analysis, develops detailed design documentation such as process flows, narratives and configuration guides, and develops executive summary and presentations.

4. Senior Consulting Analyst/Senior Research Analyst

Education: Bachelor's Degree, Advanced Degree in Business, Technology or Engineering

Basic Experience: 5-10 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Serves as lead project manager or advisor for IT Research discovery/process review, analysis and recommendations on projects of high complexity. Defines and conducts IT questionnaires and surveys, interviews and/or discovery workshops, leads the development of as-is/to-be process modeling, leads the definition of requirements, conducts process and/or technology focused gap analysis, develops detailed design documentation such as process



flows, narratives and configuration guides, and develops executive summary and presentations.

5. Consulting Analyst/Research Analyst

Education: Bachelor's Degree, Advanced Degree in Business, Technology or Engineering

Basic Experience: 3- 5 years of professional level experience in IT Research and Analysis, IT Project Management or related field.

Duties: Provides support for the project or program manager's implementation needs on IT Research projects, assists with general project planning, timelines, milestones, resources, and execution. Assists with business process improvement for current and future IT Research and Analysis projects.

6. Junior Consulting Analyst/Junior Research Analyst

Education: Associate's Degree, or Certificate in Business, Technology or Engineering

Experience: 2-3 years of experience in IT project management, or related field.

Duties: Provides support for the project or program manager's organizational needs on IT Research projects, assists with general project deliverables, tracks timelines, milestones, resources, and execution. Assists with business process development for current and future IT Research and Analysis projects.



General Terms and Conditions for IDC Consulting Services

IDC Pricing and Terms are Confidential and May Not be Redistributed
Version 96.13

1. IDC assigns to the client ownership of the final work product or deliverable, subject to the terms of usage specified in items 3, 4, and 5 below.

2. IDC retains all right, title, and interest in and to methodologies, data, knowledge, and research processes—including but not limited to algorithms, customer surveys, focus group guidelines, and statistical models—used in rendering consulting services.

3. The client may use the data and information provided by IDC to support internal marketing, strategic planning, and business development functions. For all internal usage, the client must source International Data Corporation by name.

4. The client may not distribute, promote, or otherwise use any IDC information or material—including the final work product or deliverable (the "Research Results")—for any external use without express written permission from the appropriate IDC Research Vice President or Country Manager. In such cases, the client must provide a copy of the precise proposed wording or document to enable IDC to gauge the full context of the usage and ensure its accuracy, currency, and proper attribution. IDC reserves the right to deny approval of external use for any reason. External use includes, but is not limited to, the publication, promotion, or dissemination of advertisements, press releases, white papers, direct mail campaigns, Web site postings, and other materials used to promote, educate, market and/or sell, where they may be viewed by persons who are not officers, employees, or contractors of the client. Unless expressly stated otherwise, the medium or format in which the IDC work product is received, or which is specified as the medium for distribution (e.g., CD-ROM, Lotus Notes, Custom FTP), is the only means by which the Company may reproduce and distribute those materials, subject also to any other requirements and restrictions as provided herein or in the Consulting Proposal. The client will monitor compliance with these restrictions from time to time on its own and as requested by IDC, and in the event of a breach or alleged breach of these restrictions it will provide IDC with access and cooperation to enable IDC to audit compliance.

5. Absent the prior written consent of IDC, the client may not use the name, trademarks, or logo of IDC in promotional materials, publicity releases, advertising, or any other similar publications or communications, whether oral or written.

6. Except to the extent provided in the attached Consulting Proposal, IDC will not be obligated to participate in any way in the promotion and/or dissemination of Research Results, including participation in client press conferences and the development of press releases.

7. IDC may provide services for or on behalf of any other individual, corporation, or organization, and may advertise and represent its services as being so available. Performance of the services outlined in the attached Consulting Proposal will not preclude IDC from accepting any other consulting engagements with any other corporations, organizations, or individuals.

8. Each party will protect information received from the other in writing that is marked "confidential" or "proprietary" from transfer or disclosure to others by use of the same measures that it uses to protect its own proprietary information. This does not include information that is in the possession of the receiving party at the time of receipt, or that that party develops independently or obtains from a third party without any restriction on transfer or that has been publicly disseminated without fault of the receiving party.

9. The client may terminate this agreement and cancel IDC's services at any time by written notice, without cause and without further obligation to IDC except for payment by the client for the services performed, materials expended, and costs incurred by IDC prior to its receipt of the client's written notice of termination.

10. In the event the client desires to make reasonable changes to the work specifications and/or the delivery schedule during the term of this agreement, the client shall so notify IDC in writing. Both parties shall use their best efforts to agree in writing on such changes and on necessary adjustments, if any, to the other terms of this agreement as required to reflect and accommodate such changes. If the parties cannot reach agreement on any such changes or adjustments, the only remedy is that either party may, by written notice to the other, terminate further performance.

11. IDC SHALL USE ITS REASONABLE ENDEAVORS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED. IDC ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT MAY BE IMPLIED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

IDC is not liable for any loss or damage claimed to have resulted from the use by, or on behalf of, the client of any information or material (including Research Results) furnished by IDC, regardless of the circumstances or cause of action (including negligence), and the client shall hold IDC harmless from, and indemnify it for, any loss, cost, or expense including reasonable attorneys' fees, suffered or incurred as a result of, or in connection with, any claim, suit, or action by the client or any third party relating to that use. In no event (including negligence) will IDC be liable for any indirect, special, consequential, or exemplary damages, even if IDC was advised of the possibility of such damages, or for any damages in excess of the amount actually received by IDC under this agreement as of the date when the cause of action accrued.

12. If a dispute arises between IDC and the client relating to this agreement, then, prior to either party pursuing other remedies (including, without limitation, litigation), IDC and the client agree they will meet, at a mutually acceptable time and place, no later than twenty (20) days after either receives written notice of a dispute. The meeting shall be attended by individuals with decision-making authority to settle the dispute. At the meeting, IDC and the client shall attempt in good faith to negotiate a resolution of the dispute. If the parties are not successful in resolving of the dispute, they may, but need not, agree to the appointment of a mutually neutral person to facilitate a resolution. Notwithstanding anything to the contrary, nothing in this paragraph shall preclude either party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other interim relief concerning the dispute at any time, if the party deems such action necessary to protect its legitimate interests.



Information for Ordering Activities

[Applicable to all Special Item Numbers]

Special Notice to Agencies: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service 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, Federal Acquisition Regulation (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!™ online shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the 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

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.

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

Refer to IDC Research Quotation, or

Contractor's Address
IDC Research, Inc.
5 Speen Street

Contracts Administration
Contract Administration
IDC Research, Inc.

Program Manager
Rick Eulo
IDC Research, Inc.



Framingham, MA 01701

211 North Union Street
Alexandria, VA 22314

211 North Union Street
Alexandria, VA 22314

Payment Address

Accounts Receivable
IDC Research, Inc.
5 Speen Street
Framingham, MA 01701
(508) 872-8200

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

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. The Contractor shall not be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of the Contractor or its employees, the Contractor's total liability arising out of this Agreement and the provision of the Services herein shall be limited to the fee paid by Client under the Statement of Work under which such liability arises.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 057609401

Block 30: Type of Contractor C. Large Business

Block 31: Woman-Owned Small Business No

Block 36: Contractor's Taxpayer Identification Number (TIN): 04-2324970

a. CAGE Code: 1V114

b. IDC Research, Inc. is registered in the System for Award Management <https://www.sam.gov/portal/public/SAM/>

c. IDC Research, Inc. Representations and Certifications are available at <https://www.sam.gov/portal/public/SAM/>

5. FOB: DESTINATION



6. DELIVERY SCHEDULE

a. TIME OF DELIVERY

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

Special Item Number	Delivery Time (Days ARO)
132-51	30 Days
132-52	30 Days

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 three 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: None - Full Payment Due: Net, 30
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers. Government Military Academies and College/University entities are also invited to explore a unique, higher education, Core Research price plan (Open Market).

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING Not Applicable

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$500.00.



11. MAXIMUM ORDER

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-52 Information Technology (IT) Electronic Commerce and
Subscription Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of 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.

a. 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 (571) 296-
8060.

b. 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 1 202 619 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 1 301 975 2833.

14. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- a. SECURITY CLEARANCES: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. TRAVEL: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46; Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- c. CERTIFICATIONS, LICENSES AND ACCREDITATIONS: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. INSURANCE: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. PERSONNEL: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. ORGANIZATIONAL CONFLICTS OF INTEREST: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. DOCUMENTATION/STANDARDS: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. DATA/DELIVERABLE REQUIREMENTS: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. GOVERNMENT-FURNISHED PROPERTY: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. AVAILABILITY OF FUNDS: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under



the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

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

16. GSA ADVANTAGE!TM

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

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. Product categories.

Agencies can browse GSA Advantage!TM by accessing the Internet World Wide Web utilizing a browser (e.g., Google). The Internet address is <http://www.gsaadvantage.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

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

- a. 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]);
- b. The ordering activity contracting officer has determined the price for the items not on the



Federal Supply Schedule is fair and reasonable;

- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. 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:

- i. Time of delivery/installation quotations for individual orders;
- ii. 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.
- iii. 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.

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, DE-INSTALLATION, REINSTALLATION

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

United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

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, de-installation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

Electronic Commerce and Subscription Services offered herein are consulting services which are not generally considered Electronic and Information Technology (EIT) and which are not provided by the government to employees or to the public. Section 508 Compliance does not apply to these services.

If these services are ordered in support of agency requirements relating to EIT applications, products or services provided to employees or to the public, then, IDC will address Section 508 Compliance requirements in conjunction with a specific Task Order or Statement of Work.



More details can be found at www.idc.com.

Contact for more Information: (571) 296-8060 and government@idc.com.

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES (FAR 51.1)

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

i. For such period as the laws of the State in which this contract is to be performed prescribe; or

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

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

26. SOFTWARE INTEROPERABILITY



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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

(SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

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

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

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

3. INFORMATION ASSURANCE

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

4. DELIVERY SCHEDULE.



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

5. INTEROPERABILITY.

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

6. ORDER

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

7. PERFORMANCE OF ELECTRONIC SERVICES

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. RIGHTS IN DATA

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

10. ACCEPTANCE TESTING

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

11. WARRANTY

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

IDC SHALL USE ITS REASONABLE EFFORTS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED. IDC ALSO EXPRESSLY DISCLAIMS ANY



REPRESENTATIONS OR WARRANTIES THAT MAY BE IMPLIED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

The warranty shall commence upon the later of the following:

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

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

12. MANAGEMENT AND OPERATIONS PRICING

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

13. TRAINING

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

IDC does not have a separate charge for training. IDC provides a dedicated account manager and training is included in the subscription costs.

14. MONTHLY REPORTS

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

15. ELECTRONIC COMMERCE SERVICE PLAN

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

IDC does not have eligibility requirements for use.

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

IDC does not have a use limit. Subscriptions provide unlimited access to the www.idc.com online research library.

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

IDC does not offer volume discounts and there are no eligibility requirements to order.

16. 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.)

17. GSA ADVANTAGE!™

GSA Advantage!™ is an online, interactive electronic information and ordering system that provides online 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:

- d. Manufacturer;
- e. Manufacturer's Part Number; and
- f. Product categories.

18. Agencies can browse GSA Advantage!™ by accessing the Internet World Wide Web utilizing a browser (e.g., Google). The Internet address is <http://www.gsaadvantage.gov/>

19. PURCHASE OF OPEN MARKET ITEMS

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

- e. 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]);
- f. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- g. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- h. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

20. 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:

- i. Time of delivery/installation quotations for individual orders;
- ii. 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.
- iii. 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.

21. 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.

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.

21. 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).

23. 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.

24. INSTALLATION, DE-INSTALLATION, REINSTALLATION



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

United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

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, de-installation, and reinstallation services under SIN 132-8.

25. SECTION 508 COMPLIANCE

Electronic Commerce and Subscription Services offered herein are consulting services which are not generally considered Electronic and Information Technology (EIT) and which are not provided by the government to employees or to the public. Section 508 Compliance does not apply to these services.

If these services are ordered in support of agency requirements relating to EIT applications, products or services provided to employees or to the public, then, IDC will address Section 508 Compliance requirements in conjunction with a specific Task Order or Statement of Work.

More details can be found at www.idc.com.

Contact for more information: (202) 368-4327 and/or federalgov@idc.com

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

26. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES (FAR 51.1)

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.”

28. 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
 - i. For such period as the laws of the State in which this contract is to be performed prescribe; or
 - ii. 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.

29. 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>.

30. 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).



For subscription services, invoicing and payment in full is authorized concurrent with commencement of deliverables.

ELECTRONIC COMMERCE SPECIAL ITEM NUMBER 132-52 RATES

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
132-52	IDC_P22264	IDC Government Insights: Global Technology Advantage Program [GTAP]	IDC Government Insights: Global Technology Advantage Program (US) - up to 5 users, unlimited top of mind inquiry & 5 hrs. custom inquiry.	Each	\$ 21,448
132-52	IDC_P22268	IDC Government Insights: Industry Technology Advantage Program [ITAP]	IDC Government Insights: Industry Technology Advantage Program (US) - up to 5 users, unlimited top of mind inquiry & 10 hrs. custom inquiry, Access to all IDC technology research outside of IDC databases and special report series.	Each	\$ 41,703
132-52	IDC_P12839	IDC Government Insights: United States Federal Government IT Spending Guide	This <i>United States Federal Government IT Spending Guide</i> is designed to help IT vendors understand the federal government procurement process and leverage potential IT opportunities. This easy-to-use pivot table offers extensive details and five-year growth projections for nine categories of IT hardware, seven	Each	\$ 29,876



SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
			categories of software, and four categories of IT services spending at the federal civilian and federal defense department levels.		
132-52	IDC_P15372	IDC Government Insights: United States Government Performance Improvement Strategies	Research to help US Federal and State Government Focus on Big Data and analytics, and Cloud computing technologies strategies to transform government services and improve mission outcomes.	Each	\$ 29,876
132-52	IDC_P6040	IDC Government Insights: United States IT Opportunity: Government	The <i>United States IT Opportunity: Government</i> program provides a selective, targeted body of research reports based on the most relevant business issues and technology areas for government, with essential guidance from a government perspective. Each specific report from the identified technology areas (listed below) details the impact of the technology on government users, government budgets, and our future outlook within these segmented areas.	Each	\$ 27,365



IDC Research, Inc., 5 Speen Street, Framingham, MA 01701

Please E-mail a signed copy to Rick Eulo (reulo@idc.com) or fax to: 703-683-4707

Services Contract

Company:		Address:	
Customer:		Address 2:	
Title:		City:	
Phone:		State/Province:	
Fax:		Zip/Postal Code:	
E-mail:		Country:	

Products	Subscription Period	Total Price (Excl. Taxes)

Pricing valid until _____

Upon signature of this contract, the _____ agrees to be billed in full with payment due upon receipt of invoice.

I have read and agreed to the terms and conditions of subscription as described on the attached pages.



Name: _____

Name: Rick Eulo _____

Title: _____

Title: Program Officer Phone: _____

E-mail: _____

E-mail: reulo@idc.com



IDC General Terms and Conditions for IDC Continuous Intelligence Services

THIS AGREEMENT sets forth the general terms and conditions applicable to the performance of Continuous Intelligence Services by IDC Research, Inc., a Delaware corporation ("IDC") for you and your wholly-owned subsidiaries (collectively, the 'Client'). The parties agree as follows:

1. **Scope of Agreement** The specific Continuous Intelligence Service(s) IDC will provide for the Client (the "Services") and the professional fee to which IDC will be entitled are set forth in the attached IDC CIS Contract (together with the Terms and Conditions contained herein, "the Agreement"), as it might be supplemented by agreement in writing of the parties from time to time.

2. **Work Product, Limitations on Use and Access**

(a) IDC will be deemed to be the author of all research documents and work products, including without limitation studies, briefs, presentations, conference proceedings and inquiry responses, that IDC produces in performing the Services (the 'Work Product'). Accordingly, IDC will own all right, title, and interest in and to them, including without limitation all copyrights and trade-secrets rights, except as specifically provided in this Agreement. The Client shall include on all copies of the Work Product it uses or distributes all IDC proprietary rights notices included or requested by IDC and, at IDC's request, shall sign any assignments or other documents necessary or appropriate to confirm IDC's copyright and ownership interests set forth herein.

(b) Under the terms of this Agreement, the Client is granted a license to use the data and information provided by IDC to support internal marketing, strategic planning, and business development functions. This includes the right to quote or paraphrase individual sentences or occasional paragraphs, but not entire pages or chapters. The Client shall include on all copies of the Work Product it uses or distributes all IDC proprietary rights notices included or requested by IDC. For these purposes 'internal' use is distinguished from external use and means uses intended only to serve the information needs of the Client itself (as distinguished from its suppliers, affiliates, and customers) and only to be seen by the Client's officers and employees obligated to treat such information as confidential.

(c) External usage and distribution privileges are expressly limited to the formats and forums outlined in the CIS Contract. Except as provided in the CIS Contract, the Client may not (i) use the Work Product externally more than 12 months after its delivery to the Client, (ii) distribute or display the Work Product in any language other than English, or (iii) distribute, display, promote or otherwise use IDC data and/or information for any use external to the Client, without express written permission from the appropriate IDC Research Vice President or Country Manager, which permission shall not be unreasonably withheld. In such cases, the Client will provide a copy of the precise proposed wording or document to enable IDC to gauge the full context of the usage, and ensure its accuracy, currency, use in context, and proper attribution. External use includes, but is not limited to, the publication, promotion, display, or dissemination of advertisements, press releases, white papers, and any other materials where they may be viewed by persons who are not the Client's officers or employees obligated to treat such material as confidential, including direct mail campaigns and postings on Web sites. The Client agrees to communicate this policy to all relevant persons.

(d) Unless expressly stated otherwise, (i) the medium or format in which the Work Product is received, or which is specified as the medium for distribution (e.g., CD-ROM, Lotus Notes, PDF), is the only means by which the Client may reproduce and distribute those materials, subject also to any other requirements and restrictions as provided herein or in the CIS Contract, and (ii) when Web-posting is permitted, the posted IDC material may be displayed only on the Client's site and may be linked into from other relevant sites, but may not be linked (externally) to, posted on or displayed from other sites.

(e) The Client represents that it has or will put in place procedures to promote compliance with the above restrictions; that it will monitor compliance from time to time on its own and as requested by IDC; and that in the event of a breach or alleged breach of these restrictions it will notify IDC promptly, take reasonable corrective measures (in consultation with IDC), and provide IDC with access and cooperation to enable IDC to audit compliance as long as IDC complies with the Client's security requirements.

3. **Use of IDC Name, Trademarks, and Logo** Absent the prior written consent of IDC, the Client shall not use the name, trademarks, or logo of IDC in promotional materials, publicity releases, advertising, or any other external publications or communications, whether oral or written.

4. **Conflict of Interest** IDC may provide services for or on behalf of any other individual, corporation, or



organization, and may advertise and represent its services as being so available. The Client acknowledges that performance of the Services will not preclude IDC from accepting CIS, consulting, or other engagements that may result in the collection and publication of information or findings negative or unfavorable to the Client.

5. Confidentiality Each party will protect information received from the other in writing that is marked "confidential" or "proprietary" from transfer or disclosure to others by use of the same measures that it uses (but no less than reasonable measures) to protect its own proprietary information. This does not include information that is already known to the receiving party at the time of disclosure, or that that party develops independently or obtains from a third party without any restriction on disclosure or transfer or that has been publicly disseminated without fault of the receiving party.

6. Exclusion of Warranties and Liabilities

(a) IDC SHALL USE ITS REASONABLE EFFORTS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED. IDC ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT MAY BE IMPLIED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. In no event will IDC be liable for any indirect, special, incidental, consequential, or exemplary damages, even if IDC was advised of the possibility of such damages, or for any damages in excess of the amount actually received by IDC under this Agreement as of the date when the cause of action accrued, unless attributable to IDC's gross negligence or willful misconduct. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from IDC's negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

7. Termination Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

8. Miscellaneous

(a) IDC will not be liable for, and is excused from, any failure to render services due to any cause beyond its reasonable control, such as a catastrophe of nature, governmental action, computer viruses and failures, acts of state, terrorism, labor difficulties, or non-performance of a supplier.

(b) Neither party may assign this Agreement without the written consent of the other party.

(c) All notices provided for in this Agreement shall be in writing, addressed to the particular party at the respective address set forth in the CIS Contract or to such other addresses as may be designated by that party by notice.

(d) This Agreement, which includes the CIS Contract and the General Terms and Conditions stated herein, sets forth the complete agreement between the parties relating to its subject matter as of the date hereof. Except as specifically provided otherwise, no alteration or modification of any of the provisions of this Agreement will be binding on a party unless evidenced by a written amendment signed by that party. However, if a Master Service Agreement exists between the parties, it shall remain in effect and shall supercede any inconsistent terms or conditions of this Agreement, unless specifically terminated or made subject hereto. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

9. IDC PROPOSALS, AUTHORIZATION LETTERS AND AGREEMENTS, INCLUDING ALL PRICING AND TERMS, ARE CONFIDENTIAL AND MAY NOT BE REDISTRIBUTED OR DISCLOSED TO THIRD PARTIES.

When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.



Commitment to Promote Small Business Participation Procurement Programs

Preamble

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

Commitment

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

Rick Eulo: reulo@idc.com or (202) 368-4327.



Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (*ordering activity*) and IDC Research, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s): GS-35F-5014H.

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 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	IDC Research, Inc.	Date

(Customer Name) Blanket Purchase Agreement, BPA Number _____

Pursuant to GSA Federal Supply Schedule Contract Number(s) xxxxxxx, Blanket Purchase Agreements, IDC Research, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with (ordering activity):

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:

Product	*Special BPA Discount/Price

Delivery:

Destination	Delivery Schedules/Dates

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

This BPA does not obligate any funds.

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



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

Office	Point of Contact
<hr/> <hr/>	<hr/> <hr/>

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

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:

- Name of Contractor;
- Contract Number;
- Purchase Order Number;
- Date of Shipment;
- BPA Number;
- Product Description;
- 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
- Date of Purchase;

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.

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 an ordering activity requirements.

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

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

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

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

Here is a general outline on how it works:

The customer identifies their requirements.



Federal Supply Schedule Contractors may individually meet the customers' needs, or Federal Supply Schedule Contractors may individually submit a Schedule's -Team Solution to meet the customer's requirement.

Customers make a best value selection.



IDC's 3rd Platform Decision Making Methodologies

de·ci·sion

The act or process of deciding.

land·scape

A section or expanse of rural scenery, usually extensive, that can be seen from a single viewpoint.

de·ci·sion·scape

A set of tools used to make informed technology decisions by bringing together complex bodies of knowledge within a single viewpoint.



IDC DecisionScapes

IDC DecisionScapes are a portfolio of decision making methodologies that enable CIOs, IT and Line of Business executives to make better informed strategic decisions.

These comprehensive assessments, delivered in a full-length research study, and summarized in an easy-to-read graphical depiction, provide CIOs, IT and Line of Business executives with the critical information necessary to make their most important technology decisions.



IDC FutureScope

IDC FutureScapes optimize the strategic planning process by providing the foresight to develop business strategies.



IDC TechScope

IDC TechScapes mitigate technology risk by helping organizations align their tolerance for risk with the anticipated maturation of emerging technologies.



IDC MaturityScope

IDC MaturityScapes provide a structured way for organizations to identify where their current level of capability or maturity is, and the gap between where they are and where they want (or need) to be to maintain competitive balance or achieve industry superiority.



IDC MaturityScope Benchmark

IDC MaturityScope Benchmarks enable organizations to compare maturity against peers by utilizing IDC MaturityScope dimensions and sub-dimensions.



IDC PlanScope

IDC PlanScapes help to assure business value from technology is recognized by establishing a business case, identifying risk factors, and outlining critical success factors.



IDC PeerScope

IDC PeerScapes identify the practices that have most impact on the success or failure of an initiative.



IDC MarketScope

IDC MarketScapes are the IT industry's premier vendor assessment tool, providing in-depth quantitative and qualitative technology market assessments of IT vendors.



IDC EdgeScope

IDC EdgeScapes mitigate supplier risk by identifying, profiling and assessing technology vendors.

5 Speen Street
Framingham, MA 01701
USA
508.872.8200
www.idc.com/itexecutive



About IDC

International Data Corporation (IDC) is the premier global provider of market intelligence, advisory services, and events for the information technology, telecommunications and consumer technology markets. IDC helps IT professionals, business executives, and the investment community make fact-based decisions on technology purchases and business strategy. More than 1,100 IDC analysts provide global, regional, and local expertise on technology and industry opportunities and trends in over 110 countries worldwide. For 50 years, IDC has provided strategic insights to help our clients achieve their key business objectives. IDC is a subsidiary of IDG, the world's leading technology media, research, and events company.

Follow us on:




APPENDIX C

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

IDC Research, Inc. 


Signature/Date

October 16, 2017

Per Melker, WW VP Sales
Printed Name/Title

LOBBYING CERTIFICATION FORM

**Certification for Contracts, Grants, Loans, and
Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) **If any** funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than ~~\$100,000~~ for such failure.

SIGNATURE: _____



TITLE: WW VP Sales

DATE: October 16, 2017

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: <input type="checkbox"/> <input type="checkbox"/>	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date:	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>