

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

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-50 Training Courses

Special Item No. 132-51 Information Technology Professional Services

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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

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

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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



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Phone: (925) 600-6800

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URL: www.documentum.com

Contract Number: GS-35F-0780M

Period Covered by Contract: 16 September 2002 thru 15 September 2007

Pricelist current through Modification #38 dated January 30, 2006

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

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information:

Ordering Address:

Documentum, Inc.
8444 Westpark Drive,
7th Floor
McLean, VA 22102
Attention: Angela Akers

Payment Address: Mail:

Documentum, Inc.
Dept. 33354
P.O. Box 39000
San Francisco, CA 94139-3354

Payment Address: Wire:

Wire: Bank: Wells Fargo Bank
Bank Location: Concord, MA
ABA: 121000248

SWIFT Code: WFBIUS6S
Account Name: Documentum, Inc.,
Account Number: 4123348534

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

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

Ordering Assistance: 703.970.5422 Angela Akers
Technical Assistance: 703.970.5422 Angela Akers
For FAX Ordering: 703.970.5555 Attn: Angela Akers

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS): 78-933-5809
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business: No
Block 36: Contractor's Taxpayer Identification Number (TIN) - 04-3319257

4a. CAGE Code: 1EZT2

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

5. FOB Destination

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	30 Days
132-34	N/A
132-50	As negotiated between the Ordering Agency and Documentum, Inc.
132-51	As negotiated between the Ordering Agency and Documentum, Inc.

Documentum, Inc. will process each government request for expedited delivery times on a case-by-case basis. Whenever possible, the governments request will be honored. *

OVERNIGHT AND 2-DAY DELIVERY TIMES AVAILABLE:

*See paragraph above.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If

the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers
- e. Other: None

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing: Will apply as negotiated with ordering agency.

10. Small Requirements: The minimum dollar value of orders to be issued is \$200.00.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

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

Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS

Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

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

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

funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

Worldwide or Overseas locations are subject to negotiation, utilizing GSA schedule rates as base rates to negotiate a premium to compensate employees for entering “High Risk” duty areas or countries. All shipping, logistics and support issues will be negotiated with the Ordering Agency.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

www.documentum.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Documentum's standard commercial 90 day guarantee/warranty as stated in Documentum's commercial pricelist will apply to this contract.

Documentum's commercial license and warranty provisions can be found at the end of this section and/or visit

<http://www.documentum.com/legal/eroomV6.htm>

or call Documentum, Inc at **703.970.5422**

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

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

3. TECHNICAL SERVICES

Documentum without additional charge to the ordering activity, shall provide a hot line technical support number **703.970.5422** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9:00 AM to 9:00 PM EST, Monday thru Friday (Excluding Holidays)**.

4. SOFTWARE MAINTENANCE

a. Software maintenance is not included with the purchase of any Documentum software and must be purchased separately. Software (server and user license) Maintenance is required for the first year. See pricing information in rear of this products pricelist. Software maintenance service shall include the following:

Within the established warranty period, Documentum, Inc.'s Software Product Support will be provided remotely from Documentum's Corporate Headquarters via phone or the internet at support@documentum.com or phone number (617-497-6300 Ext. 9), which are provided for consultation with technical staff personnel. The maintenance support number is available from: **9:00 AM to 9:00 PM EST, Monday through Friday (Excluding Holidays)**. Standard maintenance and product information can be found at http://www.document.com/support.eroom_downloads.htm

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

5. PERIODS OF MAINTENANCE (132-34)

- a. Documentum shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to Documentum.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Documentum in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Documentum's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of Documentum. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use

the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

7. SOFTWARE CONVERSIONS - (132-33)

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

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

9. RIGHT-TO-COPY PRICING

Outside the scope of this contract

COMMERCIAL LICENCES AND WARRANTY PROVISIONS

Software

- a. Performance Warranty Documentum, Inc. warrants to you as the Licensee that: (1) for a period of ninety (90) days from receipt of the Documentum Software, the Documentum Software will perform substantially as described in the "Getting Started" booklet, the "Administrator Manual" and the "On-line Help" documentation accompanying the Documentum Software, and, if you license Toolkit Software, that: (2) for a period of ninety (90) days from receipt of the Toolkit Software, the Toolkit Software will perform substantially as described in the "Toolkit Programmer's Guide" and the "On-line Help" documentation accompanying the Toolkit Software, provided in all cases under (1) and (2) above that the Licensee reports any warranty defect to Documentum, Inc. within such ninety (90) day period. To the extent allowed by applicable law, implied warranties on the Software, if any, are limited to ninety (90) days. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

EXCLUSIVE REMEDY Except as set forth above in the event of an infringement claim, Documentum, Inc.'s and its suppliers' entire liability and your exclusive remedy for breach of Documentum, Inc.'s Limited Warranty, shall be, at Documentum, Inc.'s option, either (1) repair or replacement of the nonconforming Software, or (2) refund of the amount actually paid, if any, by you for the Software and termination of the license at issue. Refunds for Software upgrades or new releases acquired by you under Maintenance will be based on the portion of the Maintenance fee allocated to such Software license. This warranty and remedy are subject to your notifying Documentum, Inc. of the warranty claim and returning the nonconforming Software with receipt to Documentum, Inc. during the warranty period. The Limited Warranty contained in this Agreement is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software shall be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOCUMENTUM, INC. AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND

CONDITIONS OF QUALITY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE MAINTENANCE OR LICENSE SERVICES. DOCUMENTUM, INC. DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

Maintenance

Documentum, Inc. warrants that it will use qualified, trained personnel to provide Technical Support, and all Technical Support will be provided in a professional manner, consistent with current industry standards. Maintenance can be provided by Documentum, Inc. personnel or authorized partners. Except as set forth in this section, Documentum, Inc. makes no other warranty, either express or implied, including the warranties of merchantability or fitness for a particular purpose, regarding Maintenance.

Services

Documentum, Inc. warrants that the Services will be delivered by adequately trained personnel in a professional manner consistent with current industry standards. Except as set forth in the preceding sentence, Documentum, Inc. makes no other warranty, either express or implied, including the warranties of merchantability or fitness for a particular purpose.

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

1. SCOPE

- a. Documentum shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. Documentum shall provide training at the Documentum's facility and/or at the ordering activity's location, as agreed to by Documentum and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Documentum shall conduct training on the date (time, day, month, and year) agreed to by Documentum and the ordering activity. A minimum 2 week lead time exists from receipt of the Purchase Order to first available date for a client site session

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify Documentum at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. Documentum will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. Documentum agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event Documentum is unable to conduct training on the date agreed to by Documentum and the ordering activity, Documentum must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

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

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by Documentum after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

Training course information and pricing is located later in this GSA Pricelist. If customer has additional training course questions on content, pricing, course availability or schedule of classes, please contact Documentum, Inc. at 617-497-6300 or www.documentum.com/education/index.html

- a. Documentum shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. Documentum shall provide each student with a Certificate of Training at the completion of each training course.
- d. Documentum shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

All FTR/JTR allowable expenses for travel and lodging incurred by Documentum, Inc., related to the services or courses ordered shall be reimbursed by the customer, and are not included in the price of Documentum Training Courses. This includes any shipping charges required for sending training course materials or equipment.

All associated logistics or appropriate Classified Data handling issues are considered outside the scope of this contract and will be the responsibility of the government and will be negotiated with each delivery order as applicable. (Cost does not include reimbursable travel expenses)

If Training is conducted at a Government/Customer facility, the Government/Customer is responsible for the provision of appropriately configured hardware and software, if applicable, to run all classroom workstations.

9. "NO CHARGE" TRAINING

No Training is provided free of charge by Documentum, Inc.

DOCUMENTUM, INC. TRAINING

Class #		GSA Price
DocProd 1170	CIS:Content Intelligent Services Training Center Location - 2 days	\$997.43
DocProd 1046	DFC - Fundamentals - Training Center Location - 2 days	\$997.43
DocProd 1171	Media Services Administration and Development Training Center Location - 2 days	\$997.43
DocProd 1061	Records Manager: End User Training - Training Center Location - .5 day	\$249.36
DocProd 1062	Records Manager: System Configuration and Administration - Training Center Location - 2 days	\$997.43
DocProd 1172	System Administration II for Documentum 5 - Training Center Location -3 days	\$1,496.14
DocProd 1173	Workflow Management - Training Center Location - 1 day	\$498.71
DocProd 1045	DFC - Advanced - Training Center Location - 3 days	\$1,496.14
DocProd 1060	Performance Tuning Tips and Techniques - Training Center Location - 3 days	\$1,496.14
DocProd 1066	System Administration I for Documentum 5 - Training Center Location - 2 days	\$997.43
DocProd 1068	Technical Fundamentals of Documentum - Training Center Location - 3 days	\$1,496.14
DocProd 1072	Web Publisher 5 - Training Center Location - 3 days	\$1,496.14
DocProd 1076	XML and Content Management with Documentum 5 - Training Center Location - 2 days	\$997.43
DocProd 1050	eRoom for Instructors (Train the Trainer) - Training Center Location - 2 days	\$997.43
DocProd 1051	eRoom for Support Personnel - Training Center Location - 2 days	\$997.43
DocProd 1052	eRoom 7COM API Development - Training Center Location - 2 days	\$997.43
DocProd 1053	eRoom 7 XML/SOAP API Development - Training Center Location - 2 days	\$997.43
DocProd 1174	eRoom: Designing an eRoom for Your Environment - Training Center Location - 2 days	\$997.43
DocProd 1055	eRoom: Getting Started with eRoom - Training Center Location - 2 days	\$997.43
DocProd 1056	eRoom: Managing your eRoom Server - Training Center Location - 2 days	\$997.43
DocProd 1175	BPM and Forms Builder-Training Center Location-3 days	\$1,496.14
DocProd 1176	DCM: Documentum Compliance Manager 5 Administration-Training Center Location-3 days	\$1,496.14
DocProd 1177	Webtop,Desktop: Getting Started with Desktop and Webtop -Training Center Location - 2 days	\$997.43
DocProd 1178	WDK - Fundamentals - Training Center Location-2 days	\$997.43
DocProd 1179	WDK-Advanced - Training Center Location 3 days	\$1,496.14
DocProd 1180	SAP: Content Services for SAP Workshop - Training Center Location-2 days	\$997.43
DocProd 1181	Desktop: Developing with Documentum Desktop - Training Center - 2 days	\$997.43
Live Online (Instructor Led Web-Based Training)		
DocProd 1078	DFC - Fundamentals (with hosted labs) - Live Online - 2 days	\$997.43
DocProd 1080	eRoom Server Basics - Live Online - .5 days	\$207.80
DocProd 1081	eRoom: Getting Started with eRoom - Live Online - 2 days	\$831.19
DocProd 1082	eRoom: Managing your eRoom Server - Live Online - 2 days	\$831.19
DocProd 1089	System Administration I for Documentum 5 (with hosted labs) - Live Online - 2 days	\$997.43
DocProd 1090	Technical Fundamentals of Documentum 5 (with hosted labs) - Live Online - 3 days	\$1,496.14
DocProd 1092	Web Publisher 5 (with hosted labs) - Live Online - 3 days	\$1,496.14
DocProd 1095	Workflow Management (with hosted labs) - Live Online - 1 day	\$498.71
DocProd 1097	XML and Content Management with Documentum 5 (with hosted labs) - Training Center Location - 2 days	\$997.43
DocProd 1182	BPM and Forms Builder (w/ labs)-Live Online-3 days	\$1,496.14
DocProd 1183	DCM: Documentum Compliance Manager 5 Administration (w/labs)-Live Online-3 days	\$1,496.14
DocProd 1184	DFC Advanced (w/labs) -Live Online 3 days	\$1,496.14
DocProd 1185	System Administration II for Documentum 5 (w/ labs) - Live Online - 3 days	\$1,496.14
DocProd 1186	WDK Advanced (w/labs) - Live Online - 3 days	\$1,496.14
DocProd 1187	WDK Fundamentals (w/labs) - Live Online - 2 days	\$997.43
DocProd 1188	What's New in 5.3:DFC/BOF/Web Services (w/labs) - Live Online 1 day	\$498.71
DocProd 1189	What's New in 5.3:Full-text Search Administration (w/labs) - Live Online 1 day	\$498.71
DocProd 1190	What's New in 5.3: WDK Development (w/labs) - Live Online - 1 day	\$498.71
Self Paced (Web-Based Training)		
DocProd 1099	Content Intelligent Services 5 - Self-Paced Web Based Training (cost is per user)	\$60.95
DocProd 1100	DCM: DocControl Manager 4.3 - Self-Paced Web Based Training (cost is per user)	\$60.95

DocProd 1102	eRoom: Getting Started with eRoom V7 - Self-Paced Web Based Training (cost is per user)	\$60.95
DocProd 1103	eRoom: Getting Started with eRoom, v6 - Self-Paced Web Based Training (cost is per user)	\$60.95
DocProd 1105	Web Publisher 5 for End Users - Self-Paced Web Based Training (cost is per user)	\$60.95
DocProd 1106	Webtop: Getting Started with Webtop - Self-Paced Web Based Training (cost is per user)	\$60.95
DocProd 1191	DQL Introduction to Documentum Query Language	\$60.95

NOTES:

- 1) *All scheduling requests for Documentum's eRoom University services must be accompanied by a Purchase Order. A minimum two-week lead-time exists from receipt of the Purchase Order to the first available date for a client site session.*
- 2) *Clients can register for all Open Seat (i.e. Cambridge, MA site) classes on-line at eRoom.com: <http://www.documentum.com/education/index.html>*

Documentum, Inc. Education Classroom Requirements	
Projector	LCD color projector (XGA or 1024/768)
Server System Requirements	It is highly recommended that the Documentum server systems be in place prior to any client site training.
Classroom PC Requirements	
Hardware	For Browser access with the plug-in: 166 MHz Pentium (133 MHz Pentium minimum) 48 MB RAM (32 MB minimum) 4 MB free disk space.
Software	Windows 95 (with Service Pack 2), Windows 98, NT 4.0 (with Service Pack 6a), Windows 2000, Macintosh 8.1 or higher, Solaris 2.7 or higher, HP-UX 10.20 or higher, Red Hat Linux 7.x
Supported Browsers	Microsoft Internet Explorer 5.0 or higher. IE 4.01 may also be used, with limitations, on machines running Microsoft Windows. Please see the release notes for details. Netscape Navigator/ Communicator 4.7x. (note: Netscape 6 is currently not supported)
Required Browser Settings	Both browsers must be set to the correct proxy settings. Not using a proxy, both should be set to "not using a proxy" (Netscape set from Options Network Preferences Proxies, Internet Explorer set from View Options (Connection) Microsoft Internet Explorer Check "Enable ActiveX controls and plug-ins", "Run ActiveX Scripts," and "Enable Java programs" (set from Tools Internet Options Security Custom Level) Netscape Navigator/ Communicator Check "Enable Java" and "Enable JavaScript!" (set from Options Network Preferences Languages) Default disk cache 5000 kilobytes

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)
(G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- (a) When ordering services, ordering activities shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or

other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

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

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

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

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

(i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the

order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

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

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

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

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

5. PERFORMANCE OF SERVICES

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

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

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

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

7. INSPECTION OF SERVICES

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

10. INDEPENDENT CONTRACTOR

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

11. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“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.

12. INVOICES

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

13. PAYMENTS

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

14. RESUMES

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

15. INCIDENTAL SUPPORT COSTS

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

16. APPROVAL OF SUBCONTRACTS

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

17. DESCRIPTION OF IT SERVICES AND PRICING

See Labor Category Rates and Descriptions that Follow.

DOCUMENTUM, INC. LABOR CATEGORY RATES

Overview of Documentum, Inc. Special Item Number(s) 132-51 Information Technology Services (IT) Offering.
Documentum, Inc. rates are “per day”.

<i>SIN</i>	<i>Order Number</i>	<i>Labor Category Title</i>	Effective 12/31/2003	Effective 1/1/2004	Effective 9/16/2004	Effective 9/16/2005	Effective 9/16/2006
132-51	600-4599	Solution Architect I	\$2,418.18	\$2,411.96	\$2,532.55	\$2,659.18	\$2,792.14
132-51	600-4244	Solution Architect II	\$3,022.72	\$3,014.94	\$3,165.69	\$3,323.98	\$3,490.17
132-51	600-4243	Deployment Manager	\$2,418.18	\$2,411.96	\$2,532.55	\$2,659.18	\$2,792.14
132-51	600-4246	Systems Consultant	\$2,418.18	\$2,411.96	\$2,532.55	\$2,659.18	\$2,792.14
132-51	600-4247	Senior Consultant	\$1,813.63	\$1,808.97	\$1,899.41	\$1,994.39	\$2,094.10
132-51	600-4241	Principal API Consultant	\$2,015.15	\$2,009.96	\$2,110.46	\$2,215.98	\$2,326.78
132-51	600-4248	Associate/QE Consultant	\$1,511.36	\$1,507.47	\$1,582.85	\$1,661.99	\$1,745.09
132-51	600-4253	Field Engineer	\$1,813.63	\$1,808.97	\$1,899.41	\$1,994.39	\$2,094.10
132-51	600-4245	Business Analyst	\$1,813.63	\$1,808.97	\$1,899.41	\$1,994.39	\$2,094.10

Proposed Rates are: * Off-site (at Documentum, Inc. facility)

Note: Any non-professional labor categories must be incidental to and used solely to support information technology services, and cannot be purchased separately.

DOCUMENTUM, INC. LABOR CATEGORY DESCRIPTIONS

Order #	Labor Category Title	Minimum Experience	Minimum Education	Functional Responsibilities
600-4599	Solution Architect I	3 years project related experience.	Bachelor’s Degree	Provides input on complexity, development time and cost of proposed solution. Conducts and facilitates workshops, meetings and interviews to gather technical requirements including technical architecture, infrastructure, environment, integration and development requirements. Provides domain business and technical expertise and recommendations in the application of Documentum.

Order #	Labor Category Title	Minimum Experience	Minimum Education	Functional Responsibilities
600-4244	Solution Architect II	5 years project related experience.	Bachelor's Degree	Provides input on complexity, development time and cost of proposed solution. Conducts and facilitates workshops, meetings and interviews to gather technical requirements including technical architecture, infrastructure, environment, integration and development requirements. Provides domain business and technical expertise and recommendations in the application of Documentum.
600-4243	Deployment Manager	5 years project related experience.	Bachelor's Degree	Responsible for the allocation and management of team based consulting resources, roles and deliverables to meet overall project objectives and customer success criteria. An Documentum Deployment Consultant is responsible for the gathering, synthesis and delivery of deployment requirements to meet project objectives. This involves the coordination and management of internal and external factors including customer expectations and requirements, identifying internal project restraints, escalating project issues to internal management, coordinating internal and external resources to meet project plans and facilitating all issues that may affect production timetables. Responsible for development and coordination of project plan and charter. Coordinates schedule and resources to meet project work deliverables, managing and evaluating progress and results. Responsible for all communication including status meetings and reports. Provides overall guidance on global deployment, which includes, content management, migration strategies, customization needs and user support.
600-4246	Systems Consultant	5 years project related experience.	Bachelor's Degree	Conducts and facilitates meetings and interviews to gather technical requirements including technical architecture, infrastructure, environment, integration and development requirements. Provides network and operations analysis and recommendations for Documentum implementations relating to installation, configuration, security planning, fail over, domain integration, server management and server configuration. Assists implementation teams (internal and external) with the implementation of Documentum solutions.

Order #	Labor Category Title	Minimum Experience	Minimum Education	Functional Responsibilities
600-4247	Senior Consultant	2 years project related experience.	Bachelor's Degree	Performs development tasks defined by Deployment Consultant, Solutions Architect, Systems Consultant and/or Business Analyst. Develops and implements custom or value-added Documentum solutions for clients. Develops and implements new or custom ePractices. Conduct technical presentations to customers, partners and resellers on the Documentum API and customized applications. Assist implementation teams (internal and external) with API applications advice.
600-4241	Principal API Consultant	3 years project related experience.	Bachelor's Degree	Performs development tasks defined by Deployment Consultant, Solutions Architect, Systems Consultant and/or Business Analyst. Develops and implements custom or value-added Documentum solutions for clients. Develops and implements new or custom ePractices. Conduct technical presentations to customers, partners and resellers on the Documentum API and customized applications. Assist implementation teams (internal and external) with API applications advice.
600-4248	Associate/QE Consultant	6 Months to 1 year related project experience.	Bachelor's Degree	Performs quality assurance, integration testing and unit testing on customized API applications and provides documentation on customized API applications.
600-4253	Field Engineer	2 years Educational and project experience.	Bachelor's Degree	Manages the content, material, delivery and feedback of Documentum Best Practices educational programs. Delivers Documentum Best Practices educational programs. Develops and delivers custom educational programs.

Order #	Labor Category Title	Minimum Experience	Minimum Education	Functional Responsibilities
600-4245	Business Analyst	3 years project related experience.	Bachelor's Degree	Conducts and facilitates workshops, meetings and interviews to gather technical and business requirements including workflow and business practices, technical infrastructure and environment, integration and development requirements. Prepares or assists with documentation of all aspects of the project including business case, business requirements, process analysis, system requirements, test plans, status reports, project plans, issues tracking, and training materials. Provides domain business and technical expertise and recommendations in the application of Documentum.

DOCUMENTUM, INC. SOFTWARE PRODUCTS

There are no Quantity/Volume discounts on the following products:

MANUFACTURER PART NO.	PRODUCT NAME	SIN	GSA PRICE W/IFF
DOCUMENTUM CLIENTS*			
DocProd 1011	Read-Only	132-33	\$37.78
DocProd 1013	PDF Annotation Services	132-33	\$37.78
DocProd 1014	eRoom BizDocs Viewer	132-33	\$37.78
DocProd 1015	eRoom (core) Per Seat	132-33	\$100.75
DocProd 1140	eRoom Enterprise (Per seat)	132-33	\$201.50
DocProd 1016	eRoom Real Time Services (Per Seat add-on to eRoom)	132-33	\$37.78
DocProd 1017	Desktop for Macintosh	132-33	\$100.75
DocProd 1018	eRoom CadViewer AV (add on to eRoom)	132-33	\$100.75
DocProd 1019	Webtop (includes Desktop)	132-33	\$201.50
DocProd 1020	Web Publisher (includes Desktop)	132-33	\$201.50
DocProd 1021	Digital Assesst Manager (includes Desktop, require Media Services)	132-33	\$201.50
DocProd 1022	eRoom CadViewer AVP (add on to eRoom)	132-33	\$201.50
DocProd 1023	eRoom CadViewer AVSM (add on to eRoom)	132-33	\$453.38
DocProd 127	Content Services for Lotus Notes Mail (No server required)	132-33	\$37.78
DocProd 142	Document Compliance Manager - Consumer (Requires TCS)	132-33	\$201.50
DocProd 115	ODBC Reporting Services - Developer	132-33	\$201.50
DocProd 141	Document Compliance Manager - Contributor (includes Desktop and Webtop) Requires TCS	132-33	\$453.38
DocProd 116	ODBC Reporting Services - Consumer	132-33	\$37.78
DocProd 128	Content Services for Siebel eBusiness Applications	132-33	\$100.75
DocProd 125	Content Services for SAP R/3: Seat	132-33	\$100.75
DocProd 190	Documentum Portlets	132-33	\$100.75
DocProd 1120	Documentum Discovery Manager (per seat)	132-33	\$100.75
DocProd 1121	ECI Services Portlet (Per seat) Required ECI Services server	132-33	\$37.78
DocProd 1122	ECI Services SDK	132-33	\$2,518.75
DocProd 1123	ECI Services ADK	132-33	\$2,518.75
DocProd 1137	Import Manager (Per seat)	132-33	\$2,518.75
DocProd 1138	Formlet user (Per seat)	132-33	\$37.78
DocProd 1139	Forms Builder (Per seat)	132-33	\$453.38
DocProd 1149	Documentum Collaborative Edition (per seat)	132-33	\$201.50
DocProd 1151	ADO.net (per CPU)	132-33	\$2,518.75
DocProd 1152	ECI Services Extension (per seat)	132-33	\$37.78
DocProd 1153	Documentum Client for Outlook (per seat)	132-33	\$201.50
DocProd 1154	Process Connector for IDS Scheer ARIS Toolset (per seat)	132-33	\$453.38
DocProd1192	eRoom CADViewer AVSMP	132-33	\$2,518.75
DocProd1193	Documentum Administrator	132-33	\$2,518.75
DocProd1194	Records Manager End-User	132-33	\$201.50

DocProd1195	Records Manager Administrator	132-33	\$2,518.75
DocProd1196	Documentum Developer Studio	132-33	\$2,518.75
DocProd1197	Business Process Manager	132-33	\$2,518.75
DocProd 1198	External Viewing Services for SAP	132-33	\$100.75
DocProd 1199	Documentum Submissions Manager for eCTD	132-33	\$2,518.75
DocProd 1226	RMS Studio	132-33	\$2,518.75
DocProd 1229	Content Services for SAP Portal - i Views	132-33	\$201.50
DocProd 1230	Web Publisher Portlet Builder	132-33	\$100.75

*** All clients require appropriate server licensing unless outwise noted in licensing.**

DOCUMENTUM SERVERS

DocProd 1025	eRoom Server (per named-user on the server)	132-33	\$37.78
DocProd 1026	Content Server (per named-user on the server)	132-33	\$75.56
DocProd 1200	Archive Services for SAP	132-33	\$17,631.25

DOCUMENTUM PLATFORM EXTENSIONS

DocProd 1027	Authoring Integration Services (Per CPU)	132-33	\$12,593.75
DocProd 1028	Trusted Content Services (Per CPU)	132-33	\$12,593.75
DocProd 1029	Records Manager Records Activator (Per Source CPU)	132-33	\$5,037.50
DocProd 1110	eRoom Viewer for Microsoft Project (per Server)	132-33	\$2,518.75
DocProd 522	Site Caching Services Target CPU	132-33	\$2,518.75
DocProd 204	Site Deployment Services Target CPU --- Source CPU included	132-33	\$2,518.75
DocProd 521	Site Caching Services Source CPU	132-33	\$5,037.50
DocProd 259	Content Distribution Services (per Destination Pack)	132-33	\$12,593.75
DocProd 192	Content Distribution Services (per CPU)	132-33	\$12,593.75
DocProd 405	Content Services for EMC Centra (per Centera Rack)	132-33	\$12,593.75
DocProd 147	Print Control Services (per CPU)	132-33	\$12,593.75
DocProd 201	Content Intelligence Services (per CPU)	132-33	\$25,187.50
DocProd 126	Content Services for SAP R/3: Server Agent (per Server)	132-33	\$25,187.50
DocProd 1115	Business Process Services (per CPU)	132-33	\$12,593.75
DocProd 1118	ECI Services (server) - per CPU	132-33	\$25,187.50
DocProd 1119	ECI Multi-Lingual Services - Per CPU	132-33	\$5,037.50
DocProd 1124	ECI Services Adapter Pharma Bundle - Per ECI Services Server	132-33	\$12,593.75
DocProd 1125	ECI Services Adapter Sciences Bundle - Per ECI Services Server	132-33	\$12,593.75
DocProd 1126	ECI Services Adapter for Factiva - Per ECI Services Server	132-33	\$5,037.50
DocProd 1127	ECI Services Adapter for Google Search Alliance - Per ECI Services Server	132-33	\$5,037.50
DocProd 1128	ECI Services Adapter for LexisNexis - Per ECI Services Server	132-33	\$5,037.50
DocProd 1129	ECI Services Adapter for Lotus Notes/Domino - Per ECI Services Server	132-33	\$12,593.75
DocProd 1130	ECI Services Adapter for Microsoft Site Server - Per ECI Services Server	132-33	\$12,593.75
DocProd 1131	ECI Services Adapter for Microsoft Index Server - Per ECI Services Server	132-33	\$5,037.50
DocProd 1132	ECI Services Adapter for Oracle - Per ECI Services Server	132-34	\$5,037.50
DocProd 1133	ECI Services Adapter for Ultraseek - Per ECI Services Server	132-35	\$5,037.50

DocProd 1134	ECI Services Adapter for Verity K2 - Per ECI Services Server	132-36	\$5,037.50
DocProd 1135	ECI Services Adapter for Xerox Docushare - Per ECI Services Server	132-37	\$5,037.50
DocProd 1136	ECI Services Adapter for Z39.50 - Per ECI Services Server	132-38	\$5,037.50
DocProd 1142	Content Storage Services (Per terabyte)	132-33	\$5,037.50
DocProd 1143	Learning Services (Per repository) and requires Digital Asset Manager licensing	132-33	\$25,187.50
DocProd 1144	Learner Pack (Per pack of 2,500 users)	132-33	\$12,593.75
DocProd 1150	Documentum Collaborative Services (per CPU - minimum 2 CPUs)	132-33	\$12,593.75
DocProd 1155	Document Transformation Services (DTS) - per CPU	132-33	\$5,037.50
DocProd 1156	Advanced Document Transformation Services (ADTS) - per CPU	132-33	\$5,037.50
DocProd 1157	Media Transformation Services (MTS) - per CPU	132-33	\$12,593.75
DocProd 1158	Medical Imaging Transformation Services (MITS) - per CPU	132-33	\$5,037.50
DocProd 1159	Retention Policy Services (per CPU)	132-33	\$12,593.75
DocProd 1160	Process Engine (per CPU)	132-33	\$25,187.50
DocProd 1161	Process Connector for iLog Jrules (per process server)	132-33	\$5,037.50
DocProd 1162	Process Connector for Cognos ReportNet (per process server)	132-33	\$2,518.75
DocProd 1163	CIS Language Dictionary-Northern European (per CIS instance)	132-33	\$5,037.50
DocProd 1164	CIS Language Dictionary-Western European (per CIS instance)	132-33	\$5,037.50
DocProd 1165	ECI Services Adapter for FileNet Panagon Content Services - Per ECI Services Server	132-33	\$12,593.75
DocProd 1166	ECI Services Adapter for FileNet Panagon Imaging Services - Per ECI Services Server	132-33	\$12,593.75
DocProd 1167	ECI Services Adapter for OpenText LiveLink - Per ECI Services Server	132-33	\$12,593.75
DocProd 1168	ECI Services Adapter for SAP TREX - Per ECI Services Server	132-33	\$12,593.75
DocProd 1201	Branch Office Caching Services	132-33	\$12,593.75
DocProd 1202	Content Services for BEA WebLogic Portal	132-33	\$2,518.75
DocProd 1203	ECI Services Adapter for Microsoft SharePoint Server 2003	132-33	\$12,593.75
DocProd 1204	ECI Services Adapter for Interwoven Worksite	132-33	\$12,593.75
DocProd 1217	Regulatory Publishing Transformation Services	132-33	\$12,593.75
DocProd 1218	RMS Processing Server Level 1 CPU	132-33	\$37,781.25
DocProd 1219	RMS Processing Server Level 2 CPU	132-33	\$75,562.50
DocProd 1220	RMS Extended Plug-ins Level 1 CPU	132-33	\$12,593.75
DocProd 1221	RMS Extended Plug-ins Level 2 CPU	132-33	\$25,187.50
DocProd 1222	RMS Client – Stand Alone	132-33	\$176.31
DocProd 1223	RMS Client Extension	132-33	\$100.75
DocProd 1224	RMS Web Access Level 1 CPU	132-33	\$12,593.75
DocProd 1225	RMS Web Access Level 2 CPU	132-33	\$25,187.50
DocProd 1227	RMS Spool Capture Service	132-33	\$50,375.00
DocProd 1228	Content Services for SAP Portal - Repository Manager	132-33	\$25,187.50

RESELLER PRODUCTS

DocProd 1036	Adobe Acrobat 6.0 Standard	132-33	\$151.13
DocProd 1037	Adobe Acrobat 6.0 Professional	132-33	\$226.69
DocProd 1038	Upgrade from Adobe Acrobat 6.0 Standard to Acrobat 6.0 Professional	132-33	\$75.56
DocProd 1039	Upgrade from Adobe Business Tools/Exchange to Acrobat 6.0 Standard	132-33	\$49.87
DocProd 1040	Upgrade from Adobe Business Tools/Exchange to Acrobat 6.0 Professional	132-33	\$125.43
DocProd 165	DocLoader (per Server)	132-33	\$8,815.63
DocProd 212	Starter Pack*-25 seats Brava starter - *starter pack for Brava is required as the first purchase	132-33	\$3,274.38
DocProd 213	Seats over 25 per seatBrava seats	132-33	\$130.98
DocProd 214	Upgrade to Brava from doc viewer	132-33	\$42.82
DocProd 1145	eWebEditPro XML (Per Seat) for multiple URLs	132-33	\$62.97
DocProd 1146	eWebEditPro XML (Per Seat) for single URL	132-33	\$25.19
DocProd 1147	eWebEditPro XML upgrade from eWebEditPro HTML (Per Seat)	132-33	\$25.19
DocProd 1148	Audio Video Transformation Services	132-33	\$4,155.94
DocProd 1169	iMarkup Annotation Services (per seat, 25 seat minimum)	132-33	\$75.56
DocProd 1205	eRoom IM Integration Services	132-33	\$5,037.50
DocProd 1206	Kofax Ascent Capture Basic Package	132-33	\$3,664.78
DocProd 1207	Kofax Ascent Capture Standard Package	132-33	\$10,427.63
DocProd 1208	Kofax Ascent Capture Premium Package	132-33	\$24,532.63
DocProd 1209	Kofax Ascent Capture Page Pack 1	132-33	\$2,871.38
DocProd 1210	Kofax Ascent Capture Page Pack 2	132-33	\$7,858.50
DocProd 1211	Kofax Ascent Capture Page Pack 3	132-33	\$15,717.00
DocProd 1212	Kofax Ascent Capture Full Station	132-33	\$1,511.25
DocProd 1213	RecoStar Professional OCR, 25 cps	132-33	\$3,400.31
DocProd 1214	WoodWing Smart Connection Enterprise	132-33	\$705.25
DocProd 1215	Content Services for WoodWing	132-33	\$100.75
DocProd 1216	WoodWing Smart Connection Enterprise & Content Services for Woodwing (bundle)	132-33	\$705.25

DOCUMENTUM, INC. SOFTWARE MAINTENANCE

DocProd 167	Software Maintenance-First year required with each new license. Offered to LM at 18% of the total LM Price for Software purchased	132-34	
DocProd 400	Software Maintenance renewals-18% of fee charged for initial license	132-34	

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE:

Documentum, 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 Federal Government contracts. To accelerate potential opportunities please contact Adam Page 508.346.1561. (617) 300-6462, or Email page_adam@emc.com.

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

(Insert Customer Name)

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

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

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

Signatures

ORDERING ACTIVITY DATE

CONTRACTOR DATE

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

<p style="text-align: center;">BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”</p>

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

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

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

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

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

Here is a general outline on how it works:

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

SALES AND SERVICE POINTS

California

Worldwide Headquarters

6801 Koll Center Parkway
Pleasanton, CA 94566
Tel # (925) 600-6800
Fax # (925) 600-6850

2999 Douglas Blvd.
Roseville, CA 95661
Tel # (916) 797 6569

6 Venture, Suite 100
Irvine, CA 92618
Tel # (949) 788-0274
Fax # (949) 453-9634

Colorado

8000 S. Chester
Suite 600
Englewood, CO 80112
Tel # (303) 390-7150
Fax # (303) 294-0099

Texas

14785 Preston Road, Suite 250
Dallas, TX 75240
Tel # (972) 516-3868

One Riverway
Houston, TX 77056
Tel # (713) 403-5245
Fax # (713) 621-7746

250 W. Southlake Blvd.
Southlake, TX 76092
Tel # (817) 552-3101
Fax # (817) 552-3126

Suite 200 14755 Preston Road
Dallas, Texas, 75254
Tel # (972) 892 7899

Georgia

600 Northpark Town Center
1200 Abernathy Road, Suite 1700
Atlanta, GA 30328
Tel # (770) 551-8273
Fax # (770) 551-8274

Illinois

8770 Bryn Mawr, Suite 1200
Chicago, IL 60631
Tel # (773) 756-3910
Fax # (773) 756-3998
Toll Free # (800) 337-6393

Massachusetts

725 Concord Avenue (Former eRoom Office)
Cambridge, MA 02138
Tel # (617) 497-6300
Fax # (617) 497-5055

Minnesota

10400 Viking Dr.
Suite 400
Eden Prairie, MN 55344
Tel # (952) 828-9005

Missouri

600 Emerson Rd.
Suite 400
Creve Couer, MO 63141
Tel # (314) 989-3819

New York

437 Fifth Avenue
8th Floor
New York, NY 10016
Tel # (212) 329-7600
Fax # (973) 429-0430

North Carolina

10735 David Taylor Drive
Suite 500
Charlotte, NC 28262-1060
Tel # (704) 717-1869

Ohio

9200 Worthington Rd., 2nd Floor
Westerville, OH 43082
Tel # (614) 797-5564
Fax # (360) 395-7804

Pennsylvania

2 Walnut Grove Drive,
Suite 210
Horsham, PA. 19044
Tel # (215) 328-8000
Fax # (215) 328-8001

Virginia

8444 Westpark Drive
McLean, VA 22102
Tel # (703) 970-5200
Fax# (703) 970-5555