State of New Mexico
General Services Department

Statewide Price Agreement Amendment

Awarded Vendor
0000027695
Lockheed Martin Desktop Solutions
2700 Prosperity Avenue
Fairfax, Virginia 22031
Attn: Lawrence Vittori, Contracts Mgr.
Telephone No. 216-235-4613

Price Agreement Number: 30-000-13-00077
Price Agreement Amendment No.: One
Term: September 11, 2015 – September 12, 2020

Ship To:
All States of New Mexico, Agencies, Commissions, Institutions, Political Subdivisions, and Local Public Bodies allowed by law.

Procurement Specialist: Debra Saiz
Telephone No.: 505-827-0521

Invoice:
As Requested

For questions regarding this Price Agreement, please contact:
Brenda Chacon, Contracts Mgr 505-827-0488

Title: Business Process Management Solutions Software and Services

Term: September 11, 2015 through September 12, 2020

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

- Extend the GSA end term date from September 11, 2015 through September 12, 2020.
- The “Title” from Desktop Solutions to Business Process Management Solutions Software and Services.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: August 27, 2015

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
DS
This Price Agreement is established based on GSA Contract #GS-35F-0636K for Business Process Management Solutions Software and Services.

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: All terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
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<tbody>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
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<tr>
<td>March 31</td>
<td>April 30</td>
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<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure “Open Market” items.

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>1</td>
<td>Ea.</td>
<td>GS-35F-0636K for Business Process Management Solutions Software and Services</td>
<td>*See GSA Schedule</td>
</tr>
</tbody>
</table>
Lockheed Martin Desktop Solutions, Inc.

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

Business Process Management Solutions
Software and Services

Special Item Numbers
132-33 Perpetual Software Licenses
132-34 Maintenance of Software
132-51 Information Technology Professional Services

2700 Prosperity Avenue
Fairfax, Virginia 22031
(703) 206-0030
Fax: (703) 206.9889
www.lockheedmartin.com/iq
AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers - Application Software
Microcomputers - Application Software

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

SPECIAL ITEM NUMBER 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 D310  IT Backup and Security Services
FPDS Code D311  IT Data Conversion 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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Fairfax, Virginia 22031
(703) 206-0030
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Contract Number: GS-35F-0636K
Period Covered by Contract: September 12, 2015 through September 11, 2020

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #23, July 24, 2015.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov ).
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SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

For orders exceeding the 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.
- [X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Lockheed Martin Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, Virginia 22031
(703) 206-0030

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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: (703) 206-0030.

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 Contract
    Block 16: Data Universal Numbering System (DUNS) Number: 15-324-9859
    Block 30: Type of Contractor: C. Large Business
    Block 31: Woman-Owned Small Business - No
    Block 37: Contractor's Taxpayer Identification Number (TIN): 54-131-555-1

4a. CAGE Code: 1Y2P4
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 (IQ Software)        | Initiate Installation within 30 days after     |
    |                             | receipt of order (ARO).*+#                    |
    | 132-34 (Annual Upgrade License) | Initiate Installation within 30 days after   |
    |                             | for installation services +#                 |
    | 132-51 (Professional IT Services) | Delivery within 30 days after order (ARO). |

* Customer shall provide a suitable operating environment prior to delivery.
+ There is a separate charge for installation.
# Government per diem rates shall apply to installation.

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: N/A
   b. Quantity: None
   c. Dollar Volume: None
   d. Government Educational Institutions: None
   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:** Not Applicable

10. **Small Requirements:** The minimum dollar value of orders to be issued is $100.00.

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 as a Service
      - Special Item Number 132-51 Information Technology Professional Services

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 Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

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

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

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

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

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

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

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

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

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

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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 52.212-4)

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.gsaadvantage.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:

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 or 132-9.

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.lockheedmartin.com/iq
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)
1. **INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its 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 Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

   **Intranet Quorum (IQ) Limited Warranty**

   _Lockheed Martin Desktop Solutions, Inc. (LMDSI), herein know as Licensor, warrants that the Licensed Programs will be free of defects and conform in all material respects to the specifications for the current version of the licensed programs for a period of twelve months from the date of delivery. The Licensee must notify Licensor in writing, within twelve months of delivery of the Software to the Licensee (not including delivery of any subsequent modifications or upgrades to the Software), of its claim of any such defect or nonconformity. This warranty is expressly conditioned on your observance of the operation, security, and data-control procedures set forth in the documentation provided with the Licensed Programs. This license agreement does not supersede the maintenance agreement entered into between the parties._

   Licensor is not responsible for obsolescence of the Licensed Programs that may result from changes in your requirements. The foregoing warranty shall apply only to the most current version of the Licensed Product issued by Licensor from time to time. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Product.

   As your exclusive remedy for any material nonconformity or defect in the Licensed Programs for which Licensor is responsible, Licensor shall correct or cure such nonconformity or defect. However, Licensor shall not be obligated to correct, cure or otherwise remedy any nonconformity or defect in the Licensed Programs if you have made any changes whatsoever to the Licensed Programs, if the Licensed Programs have been misused or damaged by the customer, or if you have not reported to Licensor the existence and nature of such nonconformity or defect promptly upon discovery thereof.

   **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND AS SET FORTH IN LMDSI’s PROPOSAL REGARDING THE FUNCTIONALITY OF THE PRODUCT OR SERVICES PROVIDED, LICENSOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAMS, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE**
EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ANY IMPLIED WARRANTIES OF MERCANTIBILITY OR FITNESS FOR A PARTICULAR USE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The liability of Licensor to you for all claims related to any copy of the Licensed Programs, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Licensor. In no instance shall the providers of software sublicensed hereby be liable for any damages, direct or indirect, incidental or consequential resulting from use of the Licensed Programs. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

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

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

3. TECHNICAL SERVICES
The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

This section does not apply to the LMDSI proposal. LMDSI conducts all IQ software installations so the Government does not require a hot line technical support number for implementation assistance.

4. SOFTWARE MAINTENANCE
a. Software maintenance shall include the following:
   
   (1) An IQ Annual Upgrade License is available for a separate charge; and
   
   (2) Software Support (Help Desk) Services are available at A La Carte rates or in support plans (discounted block of time) paid in advance.

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 (SIN 132-34)

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

b. Term licences and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.

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

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not Applicable

7. TERM LICENSE CESSATION

Not Applicable

8. UTILIZATION LIMITATIONS - (SIN 132-33 AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

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

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

   (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

9. SOFTWARE CONVERSIONS - (SIN 132-33)

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.
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 Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

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

   (1) Cancel the stop-work order; or

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

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

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

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

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

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

6. **INSPECTION OF SERVICES**


7. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.
8. RESPONSIBILITIES OF THE ORDERING ACTIVITY
Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST
a. Definitions.
“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

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

12. PAYMENTS
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under

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

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

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

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING  
Following is a description of each type of IT Service offered under Special Item Number 132-51. In addition, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service is provided.
LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

INTRANET QUORUM® (IQ) SOFTWARE LICENSES
(SIN 132-33)

AND

ANNUAL UPGRADE LICENSE OFFERINGS
(SIN 132-34)
Intranet Quorum® (IQ) Enterprise Software
For Standalone Version (Database Not Included)

SIN 132-33

IQ Enterprise System consists of IQ People, IQ Correspondence, IQ Workflow, IQ Calendar, IQ Security Internet Management Suite (including Internet Mail Agent), Executive Dashboard, and Information Management. LMDSI charges separately for installation of IQ Enterprise System.

<table>
<thead>
<tr>
<th>Part Number</th>
<th>No. of User Licenses</th>
<th>GSA Price per User License</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSA-U-IQENT</td>
<td>Base System (1-20 Users)</td>
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<td>$23,920</td>
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<tr>
<td></td>
<td>21-49 Users</td>
<td>$1,196</td>
<td>$25,116 - $58,604</td>
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<tr>
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<td>50-149 Users</td>
<td>$1,080</td>
<td>$54,000 - $160,920</td>
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<td>150-299 Users</td>
<td>$957</td>
<td>$143,550 - $286,143</td>
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</table>
Intranet Quorum® (IQ) Module Software

SIN 132-33

### IQ Outlook Add-in*

<table>
<thead>
<tr>
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<th>No. of User Licenses</th>
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<th>Total Price</th>
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<tbody>
<tr>
<td>GSA-U-OPI</td>
<td>1-49 Users</td>
<td>$47.50</td>
<td>$47.50 - $2,327.50</td>
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<tr>
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<td>50-149 Users</td>
<td>$38.00</td>
<td>$1,900.00 - $5,662.00</td>
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<td></td>
<td>150-299 Users</td>
<td>$28.50</td>
<td>$4,275.00 - $8,521.50</td>
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</table>

### IQ Task*

<table>
<thead>
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<th>No. of User Licenses</th>
<th>GSA Price per User License</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>GSA-U-IQT</td>
<td>1-49 Users</td>
<td>$299.00</td>
<td>$299.00 - $14,651.00</td>
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<tr>
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<td>50-149 Users</td>
<td>$270.00</td>
<td>$13,500.00 - $40,230.00</td>
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<td>150-299 Users</td>
<td>$239.00</td>
<td>$35,850.00 - $71,461.00</td>
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### IQ Archivist*

<table>
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<th>Account</th>
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<tr>
<td>GSA-U-AFA</td>
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<td>$7,500.00</td>
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<td>GSA-U-ASA</td>
<td>Subsequent Account(s)</td>
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### IQ Archivist per User Community*

<table>
<thead>
<tr>
<th>Part Number</th>
<th>No. per User Community</th>
<th>GSA Price per User Community</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>GSA-U-APU</td>
<td>1-49 Users</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<td>50-149 Users</td>
<td>$3,000.00</td>
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<td></td>
<td>150-299 Users</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
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</tbody>
</table>

*LMDSI charges separately for installation of IQ module software.
Intranet Quorum® (IQ) Enterprise
Annual Software Upgrade License

For Standalone Version (Database Not Included)

**SIN 132-34**

LMDSI offers an IQ Annual Software Upgrade License, which includes all “dot” upgrades for the time covered in the maintenance agreement. LMDSI charges 18% of the total cost of the software licensed. LMDSI charges separately for installation of upgrade IQ Enterprise and IQ Modules software.

### IQ Enterprise System

<table>
<thead>
<tr>
<th>Part Number</th>
<th>No. of User Licenses</th>
<th>GSA Upgrade License Price</th>
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<tbody>
<tr>
<td>GSA-U-AUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base System (1-20 Users)</td>
<td>$359/month $4,306/year</td>
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<tr>
<td></td>
<td>21-49 Users</td>
<td>$377 - $879/month $4,521 - $10,549/year</td>
</tr>
<tr>
<td></td>
<td>50-149 Users</td>
<td>$810 - $2,414/month $9,720 - $28,966/year</td>
</tr>
<tr>
<td></td>
<td>150-299 Users</td>
<td>$2,152 - $4,292/month $25,839 - $51,506/year</td>
</tr>
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</table>
## Intranet Quorum® (IQ) Modules
### Annual Software Upgrade License

#### IQ Outlook Add-in

<table>
<thead>
<tr>
<th>Part Number</th>
<th>No. of User Licenses</th>
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<tbody>
<tr>
<td>GSA-U-AUS</td>
<td>1-49 Users</td>
<td>$.71 - $34.92/month</td>
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<tr>
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<td>$8.55 - $418.95/year</td>
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<td>50-149 Users</td>
<td>$28.50 - $84.93/month</td>
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<tr>
<td></td>
<td></td>
<td>$342.00 - $1,019.16/year</td>
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<tr>
<td></td>
<td>150-299 Users</td>
<td>$64.13 - $127.82/month</td>
</tr>
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<td></td>
<td></td>
<td>$769.50 - $1,533.87/year</td>
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#### IQ Task

<table>
<thead>
<tr>
<th>Part Number</th>
<th>No. of User Licenses</th>
<th>GSA Upgrade License Price</th>
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<tbody>
<tr>
<td>GSA-U-AUS</td>
<td>1-49 Users</td>
<td>$4.49 - $219.77/month</td>
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<td>$53.82 - $2,637.18/year</td>
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<td>50-149 Users</td>
<td>$202.50 - $603.45/month</td>
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<td>$2,430.00 - $7,241.40/year</td>
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<td>150-299 Users</td>
<td>$1,161.54 - $1,071.92/month</td>
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<td>$6,453.00 - $12,862.98/year</td>
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#### IQ Archivist

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Account</th>
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</thead>
<tbody>
<tr>
<td>GSA-U-AUS</td>
<td>First Account</td>
<td>$108.33/month</td>
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<td>$1,350.00/year</td>
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<td></td>
<td>Subsequent Account(s)</td>
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<td>$450.00/year</td>
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#### IQ Archivist per User Community

<table>
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<tr>
<th>Part Number</th>
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<th>GSA Upgrade License Price</th>
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<tbody>
<tr>
<td>GSA-U-AUS</td>
<td>1-49 Users</td>
<td>$30.00/month</td>
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<td>$360.00/year</td>
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<td>50-149 Users</td>
<td>$45.00/month</td>
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<td>$540.00/year</td>
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<td></td>
<td>150-299 Users</td>
<td>$60.00/month</td>
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<tr>
<td></td>
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<td>$720.00/year</td>
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</tbody>
</table>
LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

PROFESSIONAL SERVICES OFFERINGS
AND
DESCRIPTION OF SERVICES

(SIN 132-51)
### IQ Professional Services Rate Schedule

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>GSA Part Number</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager/Supervisor</td>
<td>GSA-H-PMS</td>
<td>$173.88</td>
<td>$174.75</td>
<td>$176.50</td>
<td>$179.14</td>
<td>$182.73</td>
</tr>
<tr>
<td>Project Manager</td>
<td>GSA-H-PMJ</td>
<td>$153.08</td>
<td>$153.85</td>
<td>$155.38</td>
<td>$157.71</td>
<td>$160.87</td>
</tr>
<tr>
<td>Senior Network Engineer</td>
<td>GSA-H-SNE</td>
<td>$173.88</td>
<td>$174.75</td>
<td>$176.50</td>
<td>$179.14</td>
<td>$182.73</td>
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<tr>
<td>Database Administrator</td>
<td>GSA-H-DBA</td>
<td>$173.88</td>
<td>$174.75</td>
<td>$176.50</td>
<td>$179.14</td>
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<td>Programmer</td>
<td>GSA-H-PRJ</td>
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<td>$104.85</td>
<td>$105.90</td>
<td>$107.49</td>
<td>$109.64</td>
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<tr>
<td>Senior Programmer</td>
<td>GSA-H-PRS</td>
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<td>$132.80</td>
<td>$134.13</td>
<td>$136.14</td>
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<td>Software Developer</td>
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<td>$139.79</td>
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<td>$146.17</td>
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<td>Project Manager/Technical Administrator</td>
<td>GSA-H-TAD</td>
<td>$153.08</td>
<td>$153.85</td>
<td>$155.38</td>
<td>$157.71</td>
<td>$160.87</td>
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<td>Deputy Project Manager/Supervisor</td>
<td>GSA-H-DPM</td>
<td>$104.33</td>
<td>$104.85</td>
<td>$105.90</td>
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<td>$109.64</td>
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<td>Deputy Project Deployment Manager</td>
<td>GSA-H-DDM</td>
<td>$ 90.40</td>
<td>$ 90.85</td>
<td>$ 91.76</td>
<td>$ 93.14</td>
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<td>Deployment Tech/Customer Service Specialist</td>
<td>GSA-H-CSS</td>
<td>$ 90.40</td>
<td>$ 90.85</td>
<td>$ 91.76</td>
<td>$ 93.14</td>
<td>$ 95.00</td>
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<tr>
<td>Senior Lotus Notes Developer</td>
<td>GSA-H-LNS</td>
<td>$208.64</td>
<td>$209.68</td>
<td>$211.78</td>
<td>$214.96</td>
<td>$219.26</td>
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<table>
<thead>
<tr>
<th>IQ Enterprise Support</th>
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</thead>
<tbody>
<tr>
<td>IQ Enterprise Support – A La Carte</td>
<td>GSA-H-ALC</td>
<td>$173.88</td>
<td>$174.75</td>
<td>$176.50</td>
<td>$179.14</td>
<td>$182.73</td>
</tr>
<tr>
<td>IQ Enterprise Support – 60 hours or more</td>
<td>GSA-H-PPD</td>
<td>$139.09</td>
<td>$139.79</td>
<td>$141.18</td>
<td>$143.30</td>
<td>$146.17</td>
</tr>
</tbody>
</table>

*Rates are effective September 12, 2015 and are adjusted annually based on the Government Fiscal Year (Oct 1 – Sep 30)

**All rates above include the GSA .75% Industrial Funding Fee (IFF)

**NOTES:**

1. IQ Enterprise Support - A La Carte is a unit price charged for less than 60 hours ordered. A discount of 20% off of the IQ Enterprise Support – A La Carte rate is provided to all GSA customers when purchasing quantities greater than 60. All services are T&M labor from qualified staff.

2. LMDSI’S CURRENT PRACTICE IS TO BASE RATES ON EXPERIENCE AND QUALIFICATIONS

Proprietary Software Support (Help Desk) does not include implementation assistance as described at Item #3 of the terms and conditions applicable to Perpetual Software Licenses (SIN 132-33) and Maintenance (SIN 132-34). LMDSI performs all installations so that the Government does not have to rely on a hotline technical support number for implementation assistance.
Commercial Job Title:
Project Manager/Supervisor

Minimum/General Experience:
- Five years technical experience in administrative, technical and resource management, three of which must be with software application support and/or application development.
- Skilled using Microsoft Project or similar project management applications.

Functional Responsibility:
Provides administrative oversight, technical oversight, resource management, and liaison services for technical projects.

Manage technology projects to ensure they are completed on time and according to corporate, client, and customer quality standards. Establishes project strategy: the identification of the roles and responsibilities of key project groups. Organizes project through the development of a project plan, which includes communication of goals as defined by the customer. Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.

Develops a schedule with key milestones, identification of risks, contingency plans and allocation of project resources. Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel.

Makes certain projects are completed according to specifications and are properly documented. Secures implementation of the product, system or service according to specifications. Ensures that Quality Assurance (QA) Test Plans meet the project requirements. Ensures appropriate development and corporate, client, and customer methods and procedures are followed.
Commercial Job Title:
Project Manager

Minimum/General Experience:
- Five years technical experience, three of which must be with software application support and/or application development.
- Three or more years experience with IntranetQuorum® (IQ) or similar Citizen Relationship Management software.
- Skilled using Microsoft Project or similar project management applications.

Functional Responsibility:
Provides administrative oversight, technical oversight, resource management, and liaison services for technical projects.

Manages technology project to ensure they are completed on time and according to corporate, client, and customer quality standards. With Project Supervisor establishes project strategy: the identification of the roles and responsibilities of key project groups. Organizes project through the development of a project plan, which includes communication of goals as defined by the customer. Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.

Develops a schedule with key milestones, identification of risks, contingency plans and allocation of project resources. Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel. Ensures projects are completed according to specifications and are properly documented including implementation of the product, system or service satisfies the specifications.

Ensures that Quality Assurance (QA) Test Plans meet the project requirements. Ensures appropriate development and corporate, client, and customer methods and procedures are followed.
Commercial Job Title: 
Senior Network Engineer

Minimum/General Experience: 
Five years network engineering experience.

Required Certifications: 
At least one current certification for the network operating system being used by the customer.

Functional Responsibility: 
Performs analysis, design and engineering services for computer systems. Configures, tests, implements, and maintains computer systems and LAN/WAN operation.
Commercial Job Title:
Database Administrator

Minimum/General Experience:
- Five years experience in database management and design.
- Four years experience using Oracle®.
- Possesses a working knowledge of all phases of database management including access methods, access timing, device allocation, validation checks and statistical methods.

Functional Responsibility:
Performs analysis, design, integration, programming, documentation and implementation of data transfer from customer’s legacy application to IQ Oracle database. Performs functional and data requirements analysis, database and record design, and consults with user personnel and other technical specialists to clarify system issues and program intent. Applies standard data manipulation principles and methods to arrive at automated uses for transferring data to the relational database management system (RDMS).

Designs and prepares technical reports and related documentation, develops application software specifications and makes charts and graphs to record results. Maintains database dictionaries and system integration through database design, establishes policies and procedures pertaining to database management, security, maintenance and utilization. Projects long-term requirements and advises management on database concepts and functional capabilities.
Commercial Job Title:
Programmer

Minimum/General Experience:
Two years experience encoding and developing computer based programs.

Functional Responsibility:
Develops and modifies software programs for business process applications including data conversions, report generation, and basic program functionality. Assists in the coding, testing, and implementation of software systems.
Commercial Job Title:
Senior Programmer

Minimum/General Experience:
Five years experience encoding and developing software applications.

Functional Responsibility:
Develops and modifies software programs for business process applications. Develops logic for and encodes, tests, modifies, and debugs software applications. Assists in the design, coding, testing, and implementation of software systems.
Commercial Job Title:
Software Developer

Minimum/General Experience:
- Eight years experience encoding and developing software applications.
- Three years experience in product design and development.

Functional Responsibility:
Designs, develops and modifies software programs for business process applications. Develops logic for and encodes, tests, modifies, and debugs software applications. Assists in the coding, testing, and implementation of software systems.
Commercial Job Title:
Project Manager/Technical Administrator

Minimum/General Experience:
- Five years experience in customer service industry.
- Three years supporting Microsoft Office and Citizen Relationship Management (CRM) applications.
- At least one year of experience supporting IntranetQuorum®(IQ).
- Proven skill using Microsoft Project or other similar project management application.

Functional Responsibility:
Provides administrative oversight, resource management, and liaison services for software implementation. Functions as the customer liaison and creates, maintains and adheres to a system implementation schedule, coordinates customer preparations and activities and coordinates appropriate engineering support. Responsible for scheduling and assisting as necessary with physical installation and commissioning of equipment. Responds to the needs of the customer environment by addressing questions, problems, or situations as they arise and giving status updates until a satisfactory resolution is reached.
Commercial Job Title:
Deputy Project Manager/Supervisor

Minimum/General Experience:
- Three years experience in Citizen Relationship Management (CRM) industry, two of which must be with software application support.
- One year experience supporting IntranetQuorum®.
- Skilled with office application, call tracking applications, and specific solutions being implemented.

Functional Responsibility:
Provides on-site assistance and day to day project management for application implementations. Responds to the needs of the IQ environment by addressing questions, problems, or situations as they arise and giving status updates until a satisfactory resolution is reached. Serves as focal point for client and customers, and other departments on project status and other project information. Facilitates communications upward and across project team including project status, recommendations for changes, and technical information (architecture, design and implementation objectives).
Commercial Job Title:
Deputy Project - Deployment Manager

Minimum/General Experience:
- Seven years experience executing rollouts of LMDSI’s Citizen Relationship Management (CRM) software including hardware as per application specifications.
- Possesses a high level of competence for Windows 95/98/NT applications
- Microsoft Windows NT Workstation Certified Professional (MCP)

Functional Responsibility:
Oversees IQ and hardware installations. Ensures compliance with hardware and software requirements for customer operating systems. Evaluates Windows products for potential configuration problems with IQ. Creates system standards to ensure their compatibility and ultimately their combination into a smooth running desktop environment. Analyzes the effect of custom versus standard installations.

Improves the installation process by establishing hardware and software requirements for operating systems and analyzing the effect of custom versus standard installations. Using the LMDSI custom developed metric system monitors improvements and isolates areas of service that need attention. Distributes installation standards to LMDSI’s Technical Support and Training Departments. Develops and maintains internal service level agreements between the company’s Technical Support, Sales and Quality Control Departments.
Commercial Job Title:
Deployment Technician/Customer Service Specialist

Minimum/General Experience:
- Three years experience conducting server and workstation builds.
- Three years experience rolling out IQ – LMDSI’s Citizen Relationship Management (CRM) software.
- Possesses a high level of competence for Windows 95/98/NT applications
- Microsoft Windows NT Workstation Certified Professional (MCP)
- Microsoft Windows NT Server Certified Professional (MCP)
- Microsoft Certified Systems Engineer (MCSE) preferred but not required

Functional Responsibility:
Conducts the installation process. Configures as per customer requests, tests and installs hardware and software for both workstations and servers (print, web, and fax). Conducts Y2K upgrades. Instructs customers on backups (either Artserve or Win AT), system startups subsequent to failure, and printer setups to both workstations and servers.
Commercial Job Title:
Senior Lotus Developer

Minimum/General Experience:
- Ten years in advanced software development design and programming with at least five years Lotus Notes®/Domino® experience.
- Possesses a broad knowledge of Notes and Domino and has proven expertise in application architecture, application development, application security, and application documentation.
- Proven system administrator experience with Notes and Domino as evidenced by server installation and configuration, server monitoring and statistics, server maintenance and operations, certification, managing multiple Notes domains, and controlling Notes communications.
- Certification as Principal CLP Notes Application Developer.
- Certification as Principal CLP Notes System Administrator.

Functional Responsibility:
Provides system analysis, design, integration, programming, and consulting services for the implementation of applications created with Lotus Notes as the development tool. Builds multiple Notes database applications with an emphasis on workflow-enabling applications. Expands Notes solutions through object-oriented scripting, expands Notes solutions to the Web using Domino, and creates desktop solutions through object-oriented scripting.

Uses system administration skills for infrastructure, planning and design, server installation and setup, systems security, applications security, and troubleshooting. Uses specialized expertise in Domino 4.5 or cc:Mail for post office installation, configuration, daily user maintenance, calendaring, scheduling, MTAs and clustering/partitioning.
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Howard Langston, 703-206-0030, Howard.Langston@lmco.com, 703-206-9889.
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Lockheed Martin Desktop Solutions, Inc. (LMDSI) 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
BPA NUMBER_____________

(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:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

(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:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
</tbody>
</table>

(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.

*****************************************************************************
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.
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000027695
Lockheed Martin Desktop Solutions
2700 Prosperity Avenue
Fairfax, Virginia 22031

Telephone No. (703) 206-0030

Price Agreement Number: 30-000-13-00077
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Mike Riggs
Telephone No.: (505) 827-0564

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Title: Desktop Solutions

Term: May 28, 2013 thru September 11, 2015

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 05/24/13

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 30-000-13-00077  


**Term:**
This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

**Note:** all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure “Open Market” items.

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Desktop Solutions Per GSA Contract # GS-35F-0636K</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***1 Item Total***
MEMORANDUM

Date: May 23, 2013
Memo To: Lockheed Martin Desktop Solutions Inc.
Memo From: Mike Riggs, Executive Procurement Officer
RE: GSA based price agreement –GS-35F-0636K

Please be advised the State Purchasing Agent is willing to establish a purchase order based upon your willingness to extend your GSA pricing, terms and conditions to the State of New Mexico, subject to the following requirements:

1. In accordance with 13-1-129 (A)(1) NMSA 1978, all sales under this purchase request between Lockheed Martin Desktop Solutions, Inc., and the State of New Mexico will be governed by the terms, conditions and pricing in Lockheed Martin Desktop Solutions, Inc., Federal Supply Schedule contract GS-35F-0636K with the U.S. General Services Administration (GSA), (Schedule 70 Contract), as it may be amended or modified from time to time without further agreement by the State of New Mexico, and which will be and hereby is incorporated by reference into the price agreement. Lockheed Martin Desktop Solutions agrees to remit the fee of 0.75% Industrial Funding Fee to the State of New Mexico, State Purchasing Division, on a quarterly basis to offset contract administration costs.

2. Along with submitting the required fee, the vendor must also agree to supply the State of New Mexico, State Purchasing Division, with a quarterly usage report broken out, at a minimum, to the state agency and local public body level.

If you agree to the above conditions please sign at the space provided below and fax back to (505)827-2484 or email mikes.riggs@state.nm.us. If you have any further concerns please contact Mike Riggs at (505)827-0564. By signing this document you are certifying that you have the authorization to bind your company.

Your immediate attention to this matter is greatly appreciated.

Lockheed Martin Desktop Solutions Inc. 5/24/2013

[Signature] Title Contracts Negotiator

DELIVERY ADDRESS: Joseph Montoya Building Rm. 2016, 1:00 St. Francis Drive, Santa Fe, New Mexico 87505

MAILING ADDRESS: P.O. Box 6850, Santa Fe, New Mexico 87502
Lockheed Martin Desktop Solutions, Inc.

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

Business Process Management Solutions
Software and Services

Special Item Numbers
132-33 Perpetual Software Licenses
132-34 Maintenance of Software
132-51 Information Technology Professional Services

2700 Prosperity Avenue
Fairfax, Virginia 22031
(703) 206-0030
Fax: (703) 206.9889
www.lockheedmartin.com/ig

[Signature]
SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers - Application Software
Microcomputers - Application Software

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

SPECIAL ITEM NUMBER 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 D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion 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.

Lockheed Martin Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, Virginia 22031
(703) 206-0030
Fax: (703) 206-9889
www.lockheedmartin.com/ig

Contract Number: GS-35F-0636K
Period Covered by Contract: September 12, 2010 to September 11, 2015

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #17, May 4, 2011.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
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CONTRACTOR TEAM ARRANGEMENTS 42
SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

For orders exceeding the 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.

[X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Lockheed Martin Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, Virginia 22031
(703) 206-0030

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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: (703) 206-0030.

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 Contract
   Block 16: Data Universal Numbering System (DUNS) Number: 15-324-9859
   Block 30: Type of Contractor: C. Large Business
   Block 31: Woman-Owned Small Business - No
   Block 37: Contractor's Taxpayer Identification Number (TIN): 54-131-555-1
   4a. CAGE Code: 1Y2P4
   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:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33 (IQ Software)</td>
<td>Initiate Installation within 30 days after receipt of order (ARO)*+##</td>
</tr>
<tr>
<td>132-34 (Annual Upgrade License)</td>
<td>Initiate Installation within 30 days after for installation services+##.</td>
</tr>
<tr>
<td>132-51 (Professional IT Services)</td>
<td>Delivery within 30 days after receipt of order (ARO).</td>
</tr>
</tbody>
</table>

   * Customer shall provide a suitable operating environment prior to delivery.
   + There is a separate charge for installation.
   # Government per diem rates shall apply to installation.

   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: N/A
   b. Quantity: None
   c. Dollar Volume: None
   d. Government Educational Institutions: None
   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: Not Applicable

10. Small Requirements: The minimum dollar value of orders to be issued is $100.00.

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 as a Service
      Special Item Number 132-51 - Information Technology Professional Services

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 Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)
(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

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

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

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

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

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

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

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

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

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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 52.212-4)

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.

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:

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 separable 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 or 132-9.

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.lockheedmartin.com/508

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

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its 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 Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

Intranet Quorum (IQ) Limited Warranty

Lockheed Martin Desktop Solutions, Inc. (LMDSI), herein known as Licensor, warrants that the Licensed Programs will be free of defects and conform in all material respects to the specifications for the current version of the licensed programs for a period of twelve months from the date of delivery. The Licensee must notify Licensor in writing, within twelve months of delivery of the Software to the Licensee (not including delivery of any subsequent modifications or upgrades to the Software), of its claim of any such defect or nonconformity. This warranty is expressly conditioned on your observance of the operation, security, and data-control procedures set forth in the documentation provided with the Licensed Programs. This license agreement does not supersede the maintenance agreement entered into between the parties.

Licensor is not responsible for obsolescence of the Licensed Programs that may result from changes in your requirements. The foregoing warranty shall apply only to the most current version of the Licensed Product issued by Licensor from time to time. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Product.

As your exclusive remedy for any material nonconformity or defect in the Licensed Programs for which Licensor is responsible, Licensor shall correct or cure such nonconformity or defect. However, Licensor shall not be obligated to correct, cure or otherwise remedy any nonconformity or defect in the Licensed Programs if you have made any changes whatsoever to the Licensed Programs, if the Licensed Programs have been misused or damaged by the customer, or if you have not reported to Licensor the existence and nature of such nonconformity or defect promptly upon discovery thereof.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND AS SET FORTH IN LMDSI’s PROPOSAL REGARDING THE FUNCTIONALITY OF THE PRODUCT OR SERVICES
AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICE LIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

PROVIDED, LICENSOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND
WARRANTIES WITH RESPECT TO THE LICENSED PROGRAMS, INCLUDING ITS
CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE
EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ANY IMPLIED WARRANTIES OF
MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. LICENSOR SHALL HAVE NO
LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR
CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN
ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The liability of Licensor to you for all claims related to any copy of the Licensed Programs, including
any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of
all license fees paid to Licensor. In no instance shall the providers of software sublicensed hereby
be liable for any damages, direct or indirect, incidental or consequential resulting from use of the
Licensed Programs. This limitation of liability is intended to apply without regard to whether other
provisions of this Agreement have been breached or have proven ineffective.

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

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number
for the purpose of providing user assistance and guidance in the implementation of the software.

This section does not apply to the LMDSI proposal. LMDSI conducts all IQ software installations so
the Government does not require a hot line technical support number for implementation assistance.

4. SOFTWARE MAINTENANCE

a. Software maintenance shall include the following:

    (1) An IQ Annual Upgrade License is available for a separate charge; and
    (2) Software Support (Help Desk) Services are available at A La Carte rates or in support plans
        (discounted block of time) paid in advance.

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 (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of
time.
b. Term licences and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not Applicable

7. TERM LICENSE CESSATION

Not Applicable

8. UTILIZATION LIMITATIONS - (SIN 132-33 AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

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

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

3. Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only.
in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

9. SOFTWARE CONVERSIONS - (SIN 132-33)

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.
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 Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES  I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

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

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. INSPECTION OF SERVICES

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION 1 – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION 1 – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Following is a description of each type of IT Service offered under Special Item Number 132-51. In addition, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service is provided.
LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

INTRANET QUORUM® (IQ) SOFTWARE LICENSES
(SIN 132-33)

AND

ANNUAL UPGRADE LICENSE OFFERINGS
(SIN 132-34)
Intranet Quorum® (IQ) Enterprise Software
For Standalone Version (Database Not Included)

SIN 132-33

IQ Enterprise System consists of IQ People, IQ Correspondence, IQ Workflow, IQ Calendar, IQ Security Internet Management Suite (including Internet Mail Agent), Executive Dashboard, and Information Management. LMDSI charges separately for installation of IQ Enterprise System.

<table>
<thead>
<tr>
<th>IQ Enterprise System</th>
<th>Part Number</th>
<th>No. of User Licenses</th>
<th>GSA Price per User License</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GSA-U-IQENT</td>
<td>Base System (1-20 Users)</td>
<td>$23,920</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>21-49 Users</td>
<td>$1,196</td>
<td>$25,116 - $58,604</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50-149 Users</td>
<td>$1,080</td>
<td>$54,000 - $160,920</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150-299 Users</td>
<td>$957</td>
<td>$143,550 - $286,143</td>
</tr>
</tbody>
</table>
**Intranet Quorum® (IQ) Module Software**

**SIN 132-33**

<table>
<thead>
<tr>
<th>IQ Outlook Add-in*</th>
<th>Part Number</th>
<th>No. of User Licenses</th>
<th>GSA Price per User License</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GSA-U-OPI</td>
<td>1-49 Users</td>
<td>$47.50</td>
<td>$47.50 - $2,327.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50-149 Users</td>
<td>$38.00</td>
<td>$1,900.00 - $5,662.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150-299 Users</td>
<td>$28.50</td>
<td>$4,275.00 - $8,521.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IQ Task*</th>
<th>Part Number</th>
<th>No. of User Licenses</th>
<th>GSA Price per User License</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GSA-U-IQT</td>
<td>1-49 Users</td>
<td>$299.00</td>
<td>$299.00 - $14,651.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50-149 Users</td>
<td>$270.00</td>
<td>$13,500.00 - $40,230.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150-299 Users</td>
<td>$239.00</td>
<td>$35,850.00 - $71,461.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IQ Archivist*</th>
<th>Part Number</th>
<th>Account</th>
<th>GSA Price per Account</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GSA-U-AFA</td>
<td>First Account</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td></td>
<td>GSA-U-ASA</td>
<td>Subsequent Account(s)</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IQ Archivist per User Community*</th>
<th>Part Number</th>
<th>No. per User Community</th>
<th>GSA Price per User Community</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GSA-U-APU</td>
<td>1-49 Users</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50-149 Users</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150-299 Users</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
</tbody>
</table>

*LMDSI charges separately for installation of IQ module software.
Intranet Quorum® (IQ) Enterprise Annual Software Upgrade License

For Standalone Version (Database Not Included)

SIN 132-34

LMDSI offers an IQ Annual Software Upgrade License, which includes all “dot” upgrades for the time covered in the maintenance agreement. LMDSI charges 18% of the total cost of the software licensed. LMDSI charges separately for installation of upgrade IQ Enterprise and IQ Modules software.

<table>
<thead>
<tr>
<th>IQ Enterprise System</th>
<th>No. of User Licenses</th>
<th>GSA Upgrade License Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSA-U-AUS</td>
<td>Base System (1-20 Users)</td>
<td>$359/month $4,306/year</td>
</tr>
<tr>
<td></td>
<td>21-49 Users</td>
<td>$377 - $879/month $4,521 - $10,549/year</td>
</tr>
<tr>
<td></td>
<td>50-149 Users</td>
<td>$810 - $2,414/month $9,720 - $28,966/year</td>
</tr>
<tr>
<td></td>
<td>150-299 Users</td>
<td>$2,152 - $4,292/month $25,839 - $51,506/year</td>
</tr>
</tbody>
</table>
# Intranet Quorum® (IQ) Modules
## Annual Software Upgrade License

### IQ Outlook Add-in

<table>
<thead>
<tr>
<th>Part Number</th>
<th>No. of User Licenses</th>
<th>GSA Upgrade License Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-49 Users</td>
<td>$.71 - $34.92/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$8.55 - $418.95/year</td>
</tr>
<tr>
<td>GSA-U-AUS</td>
<td>50-149 Users</td>
<td>$28.50 - $84.93/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$342.00 - $1,019.16/year</td>
</tr>
<tr>
<td></td>
<td>150-299 Users</td>
<td>$64.13 - $127.82/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$769.50 - $1,533.87/year</td>
</tr>
</tbody>
</table>

### IQ Task

<table>
<thead>
<tr>
<th>Part Number</th>
<th>No. of User Licenses</th>
<th>GSA Upgrade License Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-49 Users</td>
<td>$4.49 - $219.77/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$53.82 - $2,637.18/year</td>
</tr>
<tr>
<td>GSA-U-AUS</td>
<td>50-149 Users</td>
<td>$202.50 - $603.45/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$2,430.00 - $7,241.40/year</td>
</tr>
<tr>
<td></td>
<td>150-299 Users</td>
<td>$1,161.54 - $1,071.92/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$6,453.00 - $12,862.98/year</td>
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</tbody>
</table>

### IQ Archivist

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Account</th>
<th>GSA Upgrade License Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSA-U-AUS</td>
<td>First Account</td>
<td>$108.33/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,350.00/year</td>
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<tr>
<td></td>
<td>Subsequent Account(s)</td>
<td>$37.50/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$450.00/year</td>
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</tbody>
</table>

### IQ Archivist per User Community

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Account</th>
<th>GSA Upgrade License Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSA-U-AUS</td>
<td>1-49 Users</td>
<td>$30.00/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$360.00/year</td>
</tr>
<tr>
<td></td>
<td>50-149 Users</td>
<td>$45.00/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$540.00/year</td>
</tr>
<tr>
<td></td>
<td>150-299 Users</td>
<td>$60.00/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$720.00/year</td>
</tr>
</tbody>
</table>
LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

PROFESSIONAL SERVICES OFFERINGS
AND
DESCRIPTION OF SERVICES

(SIN 132-51)
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>GSA Rate (Including IFF)</th>
<th>2011 Rate</th>
<th>2012 Rate</th>
<th>2013 Rate</th>
<th>2014 Rate</th>
<th>2015 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Proprietary IQ Enterprise Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A La Carte</td>
<td>$ 148.63</td>
<td>$ 154.58</td>
<td>$ 160.76</td>
<td>$ 167.19</td>
<td>$ 173.88</td>
<td></td>
</tr>
<tr>
<td>Prepaid Packages</td>
<td>$ 118.90</td>
<td>$ 123.66</td>
<td>$ 128.60</td>
<td>$ 133.74</td>
<td>$ 139.09</td>
<td></td>
</tr>
<tr>
<td>60 Hours or more</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. Non-Proprietary Professional Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Database Administrator</td>
<td>$ 148.63</td>
<td>$ 154.58</td>
<td>$ 160.76</td>
<td>$ 167.19</td>
<td>$ 173.88</td>
<td></td>
</tr>
<tr>
<td>Programmer</td>
<td>$ 89.18</td>
<td>$ 92.75</td>
<td>$ 96.46</td>
<td>$ 100.32</td>
<td>$ 104.33</td>
<td></td>
</tr>
<tr>
<td>Senior Programmer</td>
<td>$ 112.95</td>
<td>$ 117.47</td>
<td>$ 122.17</td>
<td>$ 127.06</td>
<td>$ 132.14</td>
<td></td>
</tr>
<tr>
<td>Software Developer</td>
<td>$ 118.90</td>
<td>$ 123.66</td>
<td>$ 128.60</td>
<td>$ 133.74</td>
<td>$ 139.09</td>
<td></td>
</tr>
<tr>
<td>Project Manager/Technical Administrator</td>
<td>$ 130.79</td>
<td>$ 136.02</td>
<td>$ 141.46</td>
<td>$ 147.19</td>
<td>$ 153.08</td>
<td></td>
</tr>
<tr>
<td>Deputy Project Manager/Supervisor</td>
<td>$ 89.18</td>
<td>$ 92.75</td>
<td>$ 96.46</td>
<td>$ 100.32</td>
<td>$ 104.33</td>
<td></td>
</tr>
<tr>
<td>Deputy Project Deployment Manager</td>
<td>$ 77.28</td>
<td>$ 80.37</td>
<td>$ 83.58</td>
<td>$ 86.92</td>
<td>$ 90.40</td>
<td></td>
</tr>
<tr>
<td>Deployment Tech/Customer Service Specialist</td>
<td>$ 77.28</td>
<td>$ 80.37</td>
<td>$ 83.58</td>
<td>$ 86.92</td>
<td>$ 90.40</td>
<td></td>
</tr>
<tr>
<td>Senior Lotus Notes Developer</td>
<td>$ 178.35</td>
<td>$ 185.48</td>
<td>$ 192.90</td>
<td>$ 200.62</td>
<td>$ 208.64</td>
<td></td>
</tr>
<tr>
<td>Senior Network Engineer</td>
<td>$ 148.63</td>
<td>$ 154.58</td>
<td>$ 160.76</td>
<td>$ 167.19</td>
<td>$ 173.88</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 130.79</td>
<td>$ 136.02</td>
<td>$ 141.46</td>
<td>$ 147.19</td>
<td>$ 153.08</td>
<td></td>
</tr>
<tr>
<td>Project Manager/Supervisor</td>
<td>$ 148.63</td>
<td>$ 154.58</td>
<td>$ 160.76</td>
<td>$ 167.19</td>
<td>$ 173.88</td>
<td></td>
</tr>
</tbody>
</table>

All rates above include the GSA .75% Industrial Funding Fee (IFF)

LMDSI'S CURRENT PRACTICE IS TO BASE RATES ON EXPERIENCE AND QUALIFICATIONS

Proprietary Software Support (Help Desk) does not include implementation assistance as described at Item #3 of the terms and conditions applicable to Perpetual Software Licenses (SIN 132-33) and Maintenance (SIN 132-34). LMDSI performs all installations so that the Government does not have to rely on a hotline technical support number for implementation assistance.
Commercial Job Title:
Software Developer

Minimum/General Experience:
- Eight years experience encoding and developing software applications.
- Three years experience in product design and development.

Functional Responsibility:
Designs, develops and modifies software programs for business process applications. Develops logic for and encodes, tests, modifies, and debugs software applications. Assists in the coding, testing, and implementation of software systems.
Commercial Job Title:
Senior Programmer

Minimum/General Experience:
Five years experience encoding and developing software applications.

Functional Responsibility:
Develops and modifies software programs for business process applications. Develops logic for and encodes, tests, modifies, and debugs software applications. Assists in the design, coding, testing, and implementation of software systems.
Commercial Job Title:
Programmer

Minimum/General Experience:
Two years experience encoding and developing computer based programs.

Functional Responsibility:
Develops and modifies software programs for business process applications including data conversions, report generation, and basic program functionality. Assists in the coding, testing, and implementation of software systems.
Commercial Job Title:
Senior Lotus Developer

Minimum/General Experience:
- Ten years in advanced software development design and programming with at least five years Lotus Notes®/Domino® experience.
- Possesses a broad knowledge of Notes and Domino and has proven expertise in application architecture, application development, application security, and application documentation.
- Proven system administrator experience with Notes and Domino as evidenced by server installation and configuration, server monitoring and statistics, server maintenance and operations, certification, managing multiple Notes domains, and controlling Notes communications.
- Certification as Principal CLP Notes Application Developer.
- Certification as Principal CLP Notes System Administrator.

Functional Responsibility:
Provides system analysis, design, integration, programming, and consulting services for the implementation of applications created with Lotus Notes as the development tool. Builds multiple Notes database applications with an emphasis on workflow-enabling applications. Expands Notes solutions through object-oriented scripting, expands Notes solutions to the Web using Domino, and creates desktop solutions through object-oriented scripting.

Uses system administration skills for infrastructure, planning and design, server installation and setup, systems security, applications security, and troubleshooting. Uses specialized expertise in Domino 4.5 or cc:Mail for post office installation, configuration, daily user maintenance, calendaring, scheduling, MTAs and clustering/partitioning.
Commercial Job Title:
Database Administrator

Minimum/General Experience:
- Five years experience in database management and design.
- Four years experience using Oracle®.
- Possesses a working knowledge of all phases of database management including access methods, access timing, device allocation, validation checks and statistical methods.

Functional Responsibility:
Performs analysis, design, integration, programming, documentation and implementation of data transfer from customer’s legacy application to IQ Oracle database. Performs functional and data requirements analysis, database and record design, and consults with user personnel and other technical specialists to clarify system issues and program intent. Applies standard data manipulation principles and methods to arrive at automated uses for transferring data to the relational database management system (RDMS).

Designs and prepares technical reports and related documentation, develops application software specifications and makes charts and graphs to record results. Maintains database dictionaries and system integration through database design, establishes policies and procedures pertaining to database management, security, maintenance and utilization. Projects long-term requirements and advises management on database concepts and functional capabilities.
Commercial Job Title:
Project Manager/Supervisor

Minimum/General Experience:
- Five years technical experience in administrative, technical and resource management, three of which must be with software application support and/or application development.
- Skilled using Microsoft Project or similar project management applications.

Functional Responsibility:
Provides administrative oversight, technical oversight, resource management, and liaison services for technical projects.

Manage technology projects to ensure they are completed on time and according to corporate, client, and customer quality standards. Establishes project strategy: the identification of the roles and responsibilities of key project groups. Organizes project through the development of a project plan, which includes communication of goals as defined by the customer. Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.

Develops a schedule with key milestones, identification of risks, contingency plans and allocation of project resources. Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel.

Makes certain projects are completed according to specifications and are properly documented. Secures implementation of the product, system or service according to specifications. Ensures that Quality Assurance (QA) Test Plans meet the project requirements. Ensures appropriate development and corporate, client, and customer methods and procedures are followed.
Commercial Job Title:
Project Manager

Minimum/General Experience:
- Five years technical experience, three of which must be with software application support and/or application development.
- Three or more years experience with IntranetQuorum® (IQ) or similar Citizen Relationship Management software.
- Skilled using Microsoft Project or similar project management applications.

Functional Responsibility:
Provides administrative oversight, technical oversight, resource management, and liaison services for technical projects.

Manages technology project to ensure they are completed on time and according to corporate, client, and customer quality standards. With Project Supervisor establishes project strategy: the identification of the roles and responsibilities of key project groups. Organizes project through the development of a project plan, which includes communication of goals as defined by the customer. Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.

Develops a schedule with key milestones, identification of risks, contingency plans and allocation of project resources. Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel. Ensures projects are completed according to specifications and are properly documented including implementation of the product, system or service satisfies the specifications.

Ensures that Quality Assurance (QA) Test Plans meet the project requirements. Ensures appropriate development and corporate, client, and customer methods and procedures are followed.
Commercial Job Title:
Project Manager/Technical Administrator

Minimum/General Experience:
- Five years experience in customer service industry.
- Three years supporting Microsoft Office and Citizen Relationship Management (CRM) applications.
- At least one year of experience supporting IntranetQuorum®(IQ).
- Proven skill using Microsoft Project or other similar project management application.

Functional Responsibility:
Provides administrative oversight, resource management, and liaison services for software implementation. Functions as the customer liaison and creates, maintains and adheres to a system implementation schedule, coordinates customer preparations and activities and coordinates appropriate engineering support. Responsible for scheduling and assisting as necessary with physical installation and commissioning of equipment. Responds to the needs of the customer environment by addressing questions, problems, or situations as they arise and giving status updates until a satisfactory resolution is reached.
Commercial Job Title:
Deputy Project Manager/Supervisor

Minimum/General Experience:
- Three years experience in Citizen Relationship Management (CRM) industry, two of which must be with software application support.
- One year experience supporting IntranetQuorum®.
- Skilled with office application, call tracking applications, and specific solutions being implemented.

Functional Responsibility:
Provides on-site assistance and day to day project management for application implementations. Responds to the needs of the IQ environment by addressing questions, problems, or situations as they arise and giving status updates until a satisfactory resolution is reached. Serves as focal point for client and customers, and other departments on project status and other project information. Facilitates communications upward and across project team including project status, recommendations for changes, and technical information (architecture, design and implementation objectives).
Commercial Job Title:
Deputy Project-Deployment Manager

Minimum/General Experience:
- Seven years experience executing rollouts of LMDSI’s Citizen Relationship Management (CRM) software including hardware as per application specifications.
- Possesses a high level of competence for Windows 95/98/NT applications
- Microsoft Windows NT Workstation Certified Professional (MCP)

Functional Responsibility:
Oversees IQ and hardware installations. Ensures compliance with hardware and software requirements for customer operating systems. Evaluates Windows products for potential configuration problems with IQ. Creates system standards to ensure their compatibility and ultimately their combination into a smooth running desktop environment. Analyzes the effect of custom versus standard installations.

Improves the installation process by establishing hardware and software requirements for operating systems and analyzing the effect of custom versus standard installations. Using the LMDSI custom developed metric system monitors improvements and isolates areas of service that need attention. Distributes installation standards to LMDSI’s Technical Support and Training Departments. Develops and maintains internal service level agreements between the company’s Technical Support, Sales and Quality Control Departments.
Commercial Job Title:
Deployment Technician/Customer Service Specialist

Minimum/General Experience:
- Three years experience conducting server and workstation builds.
- Three years experience rolling out IQ – LMDSI's Citizen Relationship Management (CRM) software.
- Possesses a high level of competence for Windows 95/98/NT applications
- Microsoft Windows NT Workstation Certified Professional (MCP)
- Microsoft Windows NT Server Certified Professional (MCP)
- Microsoft Certified Systems Engineer (MCSE) preferred but not required

Functional Responsibility:
Conducts the installation process. Configures as per customer requests, tests and installs hardware and software for both workstations and servers (print, web, and fax). Conducts Y2K upgrades. Instructs customers on backups (either Artserve or Win AT), system startups subsequent to failure, and printer setups to both workstations and servers.
Commercial Job Title:
Senior Network Engineer

Minimum/General Experience:
Five years network engineering experience.

Required Certifications:
At least one current certification for the network operating system being used by the customer.

Functional Responsibility:
Performs analysis, design and engineering services for computer systems. Configures, tests, implements, and maintains computer systems and LAN/WAN operation.
USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Howard Langston, 703-206-0030, Howard.Langston@lmco.com, 703-206-9889.
AUTHORIED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Lockheed Martin Desktop Solutions, Inc. (LMDSI) 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

LOCKHEED MARTIN

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BPA NUMBER

(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:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
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(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
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(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:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
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</tbody>
</table>

(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;

[Signature]  
[Signature]  

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(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.

******************************************
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.