

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

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-51 Information Technology Professional Services

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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
Application Software

Microcomputers
Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

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

FPDS Code D301 IT Facility Operation and Maintenance
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 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.

K2Share, LLC
7607 Eastmark Drive, Suite 102
College Station, TX 77840
979.260.0030 – <http://www.k2share.com>

Contract Number: GS-35F-0840R

Period Covered by Contract: September 6, 2010 through September 5, 2015

General Services Administration
Federal Supply Service

Pricelist current through Modification #5, dated Feb 6, 2008.

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

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

K2Share, LLC
7607 Eastmark Drive, Suite 102
College Station, TX 77840-2600

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will not** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(979) 260-0030

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 009916003
Block 30: Type of Contractor – B. Other Small Business
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): 74-2968368

- 4a. CAGE Code: 3QVF8
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	30 Days

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity - None
- c. Dollar Volume - None
- d. Government Educational Institutions – Same as other Government customers
- e. Other SIN SIN 132-33 25%, SIN 132-34 25%, SIN 132-51 10%

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:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.

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

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

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

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

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 2001)

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

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

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

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

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

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

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

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

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

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

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

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

N/A

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 receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE.

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

N/A

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.

LIMITED WARRANTY

K2SHARE represents and warrants that: (a) all services performed by K2SHARE hereunder will be performed in a professional and workmanlike manner in accordance with applicable industry standards, and (b) developed software will perform in conformance with the specifications in accordance with applicable industry standards for a period of ninety (90) days after Acceptance of such developed software, provided that the developed software has not been (i) modified, altered, or tampered with in any way (including virus infection), (ii) operated in a manner other than its intended purpose, or (iii) combined with any products or services other than those supplied or authorized by K2SHARE for use with the developed software. The date of Acceptance is defined as final installation of the Product following any customizations by K2SHARE if applicable.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.

LIMITATION ON REMEDIES; YOU ARE NOT ENTITLED TO ANY CONSEQUENTIAL DAMAGES if the Product does not meet K2SHARE's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose.

K2SHARE is liable to (a) allow you to retain the defective Product and reduce the contract price by an amount equitable under the circumstances, or (b) repair or replace the Product, as directed by You, if the Product does not meet this Limited Warranty. You will receive the remedy without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Product to K2SHARE). Any replacement Product will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. Except as stated elsewhere in this Limited Warranty, K2SHARE hereby disclaims all other warranties and conditions, either express, or implied.

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 1-866-527-4273 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00AM to 5:00PM CST.

****Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.****

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Software maintenance includes any updates to software products and telephone support of products

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

5. PERIODS OF MAINTENANCE (132-34)

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

b. Term licenses 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 term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

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

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

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

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

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

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

7. TERM LICENSE CESSATION

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

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

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

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

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

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

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

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only

governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-33)

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.

Preceptor

K2Share Preceptor™ is a single, integrated web-enabled solution based on an open architecture that allows you to author, deliver, assess, record, and report on your organization's e-Learning. Using an Internet connection and a standard web browser, you can access course catalogs, course information, transcripts, evaluations, assessments, student progress, financial accounts, and reusable learning content from anywhere, anytime. Review the functions and features of our e-Learning solution, then compare our product to others on the market. We are certain that you will find our solution a "BEST BUY" when it comes to performance and price.

Features

General

- **Manages the total e-Learning function**
- **Open architecture allows integration with third party content and authoring tools**
- **Serves as a learning portal and knowledge manager**
- **Supports both managed learning and self directed learning**
- **Web based and database driven software application**
- **Highly customizable GUI**
- **Modular design to support additional functions**
- **Accessible using a standard web browser**
- **Multiple layers of security**

Flexible Pricing Model

- **Product is priced based on an annual license fee with no per session, per student, or per course fees**
- **Supports online registration and credit card payments**
- **Courses can be free or set at any price**
- **Supports "Sales Codes" for discounting course prices or sales commissions**
- **Supports multiple price codes for the same course**

User Management

- **Database architecture allows easy synchronization with enterprise HR, ERP, and TMS**
- **Multiple levels of access control to user records**
- **Available navigation depends on defined user access level**
- **Supports creation of departments within the campus (HR, Supervisors, Safety, Maintenance, etc.)**
- **Supports sharing of courses, assessments, and learning objects between instructors, courses, etc.**
- **Supports single registration or batch enrollment**

Authoring

- **Easy to use template based authoring tools**
- **Built in editor allows "nonprogrammers" to author html**
- **Built in editor uses "what you see is what you get" framework**
- **Built in editor supports html, java, and xml programming**
- **Supports use of third party authoring tools**
- **Media Library allows for uploading multimedia and Metadata tagging learning objects**
- **Controlled access to Media Library to protect learning object copyrights**
- **Supports controlled sharing of learning content between courses and departments**
- **Uploads training materials such as Microsoft PowerPoint, Word Documents, Excel Spreadsheets, etc.**
- **Supports the creation of course specific glossaries**

Learning Management

- **Supports self paced and directed learning**
- **Individual learner information based on login**
- **Supports "test out" for certification or recertification courses**
- **Supports use of prerequisites for courses**
- **Supports module embedded assessments**
- **Supports use of "passing criteria" for knowledge assessments**
- **Supports learner collaboration in the form of chat and discussion groups**
- **Tracks completion status for modules and courses**
- **Learners can bookmark pages in modules for later reference**
- **Supports linear or nonlinear learning**

Knowledge Management and Learning Portal

- **Upload learning content into libraries**

- Upload documents, spreadsheets, presentations, drawings, etc. into libraries
- Search libraries for content by key words or media type
- Organize resources by course or topic
- Create links to intranet and internet information resources

Measurement

- Web-based administration of assessments and evaluations
- Create test banks by topic, module, or course
- Assessments can be graded or used as knowledge checks
- Record grades or evaluations of outside assignments or skill demonstrations
- Automatic grading of multiple choice, true false, short answer questions
- Automatic queuing of essay question answers to designated course SME or instructor
- Supports random ordering of questions and answer choices within questions
- Create evaluations to gather feedback on courses, instructors, facilities, etc.
- Check status of learner's knowledge and skills before, during, and after learning experience
- Measure manager opinions about the effect of learning on a specific individual's job performance
- Built in reports for analyzing validity of questions and assessments
- Use multimedia in assessments
- Automatic assessment question feedback
- Export assessment and evaluation data for analysis

Reporting

- Pre-programmed standard reports for most frequently needed information
- Prepare custom reports by selecting variables and processing options
- Automatic export to Excel or Access for selected reports
- Easily identify users by organization, certification program, course completion, etc.
- Reproduce "snap shots" of certification exams including exact questions, responses, and correct answers
- Produce transcripts for each learner
- Report campus financials

Specifications

Database Power

Preceptor is completely database-driven, a distinct advantage for flexible and smooth content distribution over multiple mediums using as many interfaces as desired. All content in the Preceptor platform is stored in a highly structured database, allowing users to harness the database's power to meet their individual needs.

ColdFusion Advantage

K2Share chose Macromedia's ColdFusion™ as its primary software development tool because its tag-based, server scripting language is ideal for Web application programming. The ColdFusion advantage provides K2Share with an extremely powerful, scalable Web-based solution that allows for clean integration of database, browser, and server functions to ensure Preceptor's seamless integration with other campus systems.

Technical Requirements

Client System Minimum Requirements:

**Platform: Windows 95 or higher
CPU (chip): Intel 486 100 MHz
Memory: 16 MB RAM
Browser: IE 4.1, Netscape 4.08
Network: 56K modem**

Client System Recommended Configuration:

**Platform: Windows 98 or higher
CPU (chip): Intel Pentium III 733 MHz
Memory: 128 MB RAM
Browser: IE 6.0
Network: DSL or higher**

Publisher

K2Share Publisher™ allows anyone to quickly and easily create a professional Web site for their business or organization. The powerful K2Share Publisher™ product allows you to create your own site, using nothing more than a web browser.

The benefits of using the K2Share Publisher™ product begin right from the moment you begin to build your site. Using our extensive library of easy-to-use administrative tools, you can author a web site in a matter of a few minutes. Rid yourself of uploading files to a server or calling a webmaster to update the site. K2Share Publisher™ allows you, the person who knows the content, to control the content.

Features

K2Share Publisher™ includes the following features and more:

Professional Design

Promote yourself and your corporate brand. A K2Share graphic artist creates a professional looking template that promotes your brand for each K2Share Publisher installation.

Custom Navigation

Build the site as you want. The Content Manager allows you to dynamically control the entire navigation and information structure of the site.

Dynamic Content

Keep your content current. Using an easy point and click interface combined with a simple editor, the Content Manager allows you to create and edit content real-time. And you can log in to change your site whenever you want, from anywhere using a standard web browser and an Internet connection.

Multiple Layout Designs

Design complex pages easily. Use the Page Layout tool, you can determine what content goes on each page and how each page will display.

Resource Manager

Maintain all site media in one location. Use the powerful Resource Manager to preview and manage images, documents, Macromedia Flash™ content, Apple Quicktime™ content, and more.

Training Management

Manage courses and classes using the student registration, record keeping, and reporting tools. Create a course catalog to distribute information about your instructor led training classes.

Promote Your Products

Make your product catalog available to the world. Add the Store Manager and you now have an e-Commerce enabled web site for selling all of your products.

Keep in Touch

Keep your clients up-to-date. Use the News Manager to create a listing of the latest news your organization is making. Or let your customers know what is coming by posting important events on the Event Calendar.

Facilitate Communication

Let your clients know they are important. The networking tools, such as chat and discussion boards allow you to maintain continuous communication with your client. In addition, a dynamic Employee Directory with employee phone numbers and email addresses can be added to any page.

Workflow Control

Ensure quality throughout your site. Utilizing the workflow system throughout the administrative tools, you can control who has the power to publish to the site. Moreover, you can save pages without publishing so that you can finish authoring the page at a later time.

Access Control

Manage who can author your site. Not only does the User Manager allow you to control who can access the administrative side of your site, each person can be limited to only certain admin tools. Users can even be allowed only to edit certain pages of the site.

Site Reporting

Quickly determine where your customers are going on your site. The Report Manager allows you to see real-time who is coming to your site and what they are viewing.

All these features, as well as its ease of use, make K2Share Publisher™ the simplest way to create professional looking Web sites.

Specifications

Database Power

Publisher is completely database-driven, a distinct advantage for flexible and smooth content distribution over multiple mediums using as many interfaces as desired. All content in the Publisher platform is stored in a highly structured database, allowing users to harness the database's power to meet their individual needs.

ColdFusion Advantage

K2Share chose Macromedia's ColdFusion™ as its primary software development tool because its tag-based, server scripting language is ideal for Web application programming. The ColdFusion advantage provides K2Share with an extremely powerful, scalable Web-based solution that allows for clean integration of database, browser, and server functions to ensure Publisher's maximum performance and reliability.

Technical Requirements

Administrator System Minimum Requirements:

Platform: Windows 98 or higher

CPU (chip): Intel 486 100 MHz

Memory: 32 MB RAM
Browser: IE 5.5 or higher
Network: 28.8K modem
Administrator System Recommended Configuration:
Platform: Windows 98 or higher
CPU (chip): Intel Pentium III 733 MHz
Memory: 128 MB RAM
Browser: IE 6.0
Network: DSL/cable modem or higher

11. RIGHT-TO-COPY PRICING

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

SIN	Skill Category	Unit	Approved GSA Price
132-33	Perceptor Software License	each	\$29,919.01
132-34	Perceptor Software Maintenance Agreement	annual	\$6,482.02
132-33	Publisher Software License	each	\$3,489.74
132-34	Publisher Software Maintenance Agreement	annual	\$748.07

**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 and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor,

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

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 and 132-52. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

Corporate Introduction

K2Share was formed in 2000 when a select group of managers, technologists, trainers, and instructional designers spun off from the Texas Engineering Extension Service, an adult continuing education and industrial training agency of The Texas A&M University System, to form a technology-based training and web application development company. The initial thrust of the company was the development of low cost e-learning and knowledge sharing applications combined with content development services. Over the ensuing years, K2Share expanded into information technology and learning strategy consulting and support services. The company continues to expand its service offerings by adding an ever-growing stable of technical and business experts. The result of this expansion has been the development of a powerful set of software solutions to address organizational learning and employee development, project team collaboration and information technology support services. Headquartered in College Station, Texas, the company serves clients as diverse as ACE Limited, ExxonMobil, Texas Health Resources, Army Safety Command, Occupational Safety and Health Administration, National Emergency Response and Rescue Training Center, Emergency Services Training Institute and The Texas A&M University System.

CAPABILITIES

K2Share service offerings:

Software

- Learning Management System (LMS)
- Web Publication System (WPS)
- Online Surveys
- Online Assessments
- Custom Web Applications
- Data Collection and Analysis Applications

Content Development

- Instructional Design
- Web-Based Training (WBT) and CD-ROM Training Courses
- Technical Manuals and Self-Paced Training Courses (English and Spanish)
- Animation and Graphics
- Photography, Video, and Video Post Production

Content Libraries

- OSHA Compliance
- HIPAA Privacy Compliance

K2Share

7607 Eastmark Drive,
Suite 102
College Station, TX 77840
Phone: 979.260.0030
www.k2share.com

Consulting

- Corporate University Design and Learning Strategy Development
- E-Learning Strategy and Implementation Plans

Curriculum Development
Instructional Design
Web Applications
Technical Assistance

Managed Services
Application Hosting
Application Management
Help Desk Support
Online Registration
E-Commerce

In addition to internal capabilities, K2Share has partnership relationships with private companies and educational institutions such as SkillsNET (employee development and national skill objects), the Planet (secure Internet hosting services), Frame by Frame (video production services), Handwire (animation services), Flippen Group (leadership development programs), and Texas Engineering Extension Service (professional development, continuing technical education and degree programs). Through these relationships, K2Share offers a wide range of tailored solutions that support client employee development, custom software and information technology projects.

K2Share Labor Category Descriptions

Database Administrator II

Job Description and relationship to FPDS Code(s):

- ✓ IT Facility Operation and Maintenance (301)
- ✓ IT Systems Development Services (302)
- ✓ IT Systems Analysis Services (306)
- ✓ Info. Systems Design & Integration (307)
- ✓ Programming Services (308)
- ✓ IT Data Conversion Services (311)
- ✓ Other IT Services (399)

Minimum Qualification:

Education - Bachelors Degree

Industry Experience - 2-6 Years

Management Experience - Less than one year

Additional Qualifications - Microsoft Certified Systems Engineer, C++, Coldfusion, HTML, Javascript

Job Functions:

Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of internal and client related databases. Implements data models and database designs, data access and table maintenance codes; resolves database performance issues, database capacity issues, replication, and other distributed data issues. Works under general supervision. Relies on limited experience and judgment to plan and accomplish goals.

Database Administrator III

Job Description and relationship to FPDS Code(s):

- ✓ IT Facility Operation and Maintenance (301)

- ✓ IT Systems Development Services (302)
- ✓ IT Systems Analysis Services (306)
- ✓ Info. Systems Design & Integration (307)
- ✓ IT Backup and Security Services (310)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 6-8 Years
- Management Experience - Less than 1 year leading and directing the work of others
- Additional Qualifications - Oracle, Unix, SQL, Javascript, Visual Basic, Apache/Tomcat

Job Functions:

Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of internal and client related databases. Implements data models and database designs, data access and table maintenance codes; resolves database performance issues, database capacity issues, replication, and other distributed data issues. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks.

Network Administrator

Job Description and relationship to FPDS Code(s):

- ✓ IT Facility Operation and Maintenance (301)
- ✓ IT Systems Development Services (302)
- ✓ IT Systems Analysis Services (306)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 6-8 Years
- Management Experience - Less than one year leading and directing the work of others.
- Additional Qualifications - Microsoft Certified Systems Engineer, Pix Firewall Specialist, Certified Cisco Network Associate

Job Functions:

Installs, configures and maintains the organization's network. Builds networks and maintains external and internal web presence, administers the networks. Tests and evaluates network systems to eliminate problems and makes improvements. Performs system backups on its internal and external web network servers. Designs and supports server system(s) and supporting software. Provides documentation and project tracking reports. Provides tactical and strategic input on overall network planning and for related projects. Troubleshoots network access problems and implements network security policies and procedures to protect against unauthorized access. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks.

Program Manager III

Job Description and relationship to FPDS Code(s):

- ✓ IT Facility Operation and Maintenance (301)
- ✓ IT Systems Development Services (302)
- ✓ IT Systems Analysis Services (306)
- ✓ Info. Systems Design & Integration (307)
- ✓ Programming Services (308)
- ✓ IT Backup and Security Services (310)
- ✓ IT Data Conversion Services (311)
- ✓ Other IT Services (399)

Minimum Qualification:

Education - Bachelors Degree

Industry Experience - 6-10 Years

Management Experience - Greater than one year leading and directing the work of project leaders

Additional Qualifications - Advanced Certified Coldfusion Developer, C++, Javascript, HTML

Job Functions:

Designs, plans, and coordinates work teams. Provides technical support to project team members. Handles complex application features and technical designs. Designs and implements the components required for complex application features. Demonstrates expertise in a variety of the field's concepts, practices, and procedures. May provide consultation on complex projects and is considered to be the top-level contributor/specialist. Relies on extensive experience and judgment to plan and accomplish goals.

Quality Assurance Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Development Services (302)
- ✓ IT Systems Analysis Services (306)

Minimum Qualification:

Education - Bachelors Degree

Industry Experience - 1-2 Years

Management Experience - Less than one year

Additional Qualifications - HTML, Javascript, Coldfusion

Job Functions:

Tests and evaluates services or performance. Analyzes discrepancies in services or performance and makes recommendations for improvements. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Works under immediate supervision. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Senior Technology Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)

- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 2-5 Years
- Management Experience - Less than one year
- Additional Qualifications - Microsoft Certified Systems Engineer

Job Functions:

Designs, modifies, develops, writes and implements database and business software applications. Supports and/or installs database and business software applications. Documents software applications. Gathers requirements from users and creates specifications and develops code. Administers systems applications and resolves application and hardware issues. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Works under general supervision. Relies on limited experience and judgment to plan and accomplish goals.

Support Services Program Manager

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ Info. Systems Design & Integration (307)
- ✓ Programming Services (308)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 4 Years
- Management Experience - Greater than one year leading and directing the work of others
- Additional Qualifications - None

Job Functions:

Manages a team of support personnel who troubleshoot IT issues. Implements policies and procedures regarding how problems are identified, received, documented, distributed, and corrected. Ensures maximum issue resolutions in minimum time. Evaluates new information systems products or services and suggests changes to existing products or services to better aide the end user. Manages a team of quality assurance analysts. Implements policies and procedures regarding testing procedures. Identifies discrepancies in services

Support Services Technician I

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - High School Diploma or GED
- Industry Experience - 1 Year
- Management Experience - None
- Additional Qualifications - None

Job Functions:

Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, e-mails, and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Data entry assistance. Limited knowledge of commonly used concepts, practices, and procedures within a particular field. Works under immediate supervision. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Support Services Technician II

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - High School Diploma or GED
- Industry Experience - 2 Years
- Management Experience - None
- Additional Qualifications - None

Job Functions:

Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, e-mails, and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Data entry assistance. Limited knowledge of commonly used concepts, practices, and procedures within a particular field. Works under immediate supervision. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Technology Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Development Services (302)
- ✓ IT Systems Analysis Services (306)
- ✓ Info. Systems Design & Integration (307)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 2 Years
- Management Experience - None
- Additional Qualifications - C++, Javascript, SQL, Coldfusion, Crystal Reports

Job Functions:

Designs, modifies, develops, writes and implements database and business software applications. Supports and/or installs database and business software applications. Documents software applications. Gathers requirements from users and creates specifications and develops code. Administers systems applications and resolves application and hardware issues. Data entry assistance. Familiar with standard concepts, practices, and procedures within a particular field. Works under general supervision. Relies on limited experience and judgment to plan and accomplish goals.

Technology Consultant

Job Description and relationship to FPDS Code(s):

- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

Education - Bachelors Degree
Industry Experience - 2 Years
Management Experience - Less than one year leading and directing the work of others
Additional Qualifications - None

Job Functions:

Installs, configures, networks and maintains mobile classrooms. Tests and evaluates mobile classroom connections to national databases via the internet. Performs backups of data entry. Provides technical and content assistance to data entry clerks. Provides documentation and project tracking reports. Provides tactical and strategic input on overall mobile classroom network planning for future related projects. Data entry assistance. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals.

Web Application Developer I

Job Description and relationship to FPDS Code(s):

- ✓ Programming Services (308)

Minimum Qualification:

Education - Bachelors Degree
Industry Experience - 2-4 Years
Management Experience - Less than one year
Additional Qualifications - C++, Coldfusion, SQL, Flash Action Script, HTML, Javascript, ASP, Crystal Reports

Job Functions:

Designs, modifies, develops, writes and implements web sites and business software applications. Supports and/or installs web sites and business software applications. Participates in the testing process. Documents software applications. Gathers requirements from users and creates specifications and develops code. Designs and writes codes in a variety of languages to support new and existing applications. Familiar with standard concepts, practices, and procedures within a particular field. Works under general supervision. Relies on limited experience and judgment to plan and accomplish goals.

Associate Systems Security Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 0-2 Years
- Management Experience - None
- Additional Qualifications - None

Job Functions:

Trained in the analysis or application of system security practices within an organization/agency. Assists with writing certification and accreditation (C&A) documentation packages included in the process of helping an organization/agency obtain an authority to operate (ATO) on its systems and/or environment. Follows National Institute of Standards and Technology (NIST) and/or Department of Defense IA Certification and Accreditation Process standards in performance of job functions. Performs Information Systems Security Officer (ISSO) services for an organization/agency. Limited knowledge of commonly used concepts, practices, and procedures within a particular field. Works under immediate supervision. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Systems Security Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 2-5 Years
- Management Experience - Less than one year experience in leading a team
- Additional Qualifications – CAP or CISM Certifications

Job Functions:

Specialized in the analysis or application of system security practices within an organization/agency. Designs, develops and writes certification and accreditation (C&A) documentation packages included in the process of helping an organization/agency obtain an authority to operate (ATO) on its systems and/or environment. Follows National Institute of Standards and Technology (NIST) and/or Department of Defense IA Certification and Accreditation Process standards in performance of job functions. Performs Information Systems Security Officer (ISSO) services for an organization/agency. Familiar with commonly used concepts, practices, and procedures within a particular field. Works under general supervision. Relies on experience to plan and accomplish goals.

Senior Systems Security Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 5+ Years
- Management Experience - More than one year's experience leading a team
- Additional Qualifications – CAP or CISM Certifications

Job Functions:

Specialized in the analysis and application of system security practices within an organization/agency. Designs, develops and writes certification and accreditation (C&A) documentation packages included in the process of helping an organization/agency obtain an authority to operate (ATO) on its systems and/or environment. Follows National Institute of Standards and Technology (NIST) and/or Department of Defense IA Certification and Accreditation Process standards in performance of job functions. Performs Information Systems Security Officer (ISSO), business continuity planning, IT disaster recovery planning and security risk assessment services for an organization/agency. Demonstrates expertise in common concepts, practices, and procedures within a particular field. May provide consultation on complex projects and is considered to be an expert in the field. Relies on extensive experience and judgment to plan and accomplish goals.

Systems Security Architect

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 7+ Years
- Management Experience - More than one year's experience leading a team
- Additional Qualifications – CAP, CISM, and/or CISSP Certifications

Job Functions:

Specialized in architectural design of information security policies and procedures. Directs the design, development and writing of certification and accreditation (C&A) documentation packages included in the process of helping an organization/agency obtain an authority to operate (ATO) on its systems and/or environment. Follows National Institute of Standards and Technology (NIST) and/or Department of Defense IA Certification and Accreditation Process standards in performance of job functions. Performs Information Systems Security Officer (ISSO), business continuity planning, IT disaster recovery planning and security risk assessment services for an organization/agency. Demonstrates expertise in a variety of concepts, practices, and procedures within a particular field. Provides consultation on complex projects and is considered to be an expert in the field. Relies on extensive experience and judgment to plan and accomplish goals.

Associate Network Security Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 0-2 Years
- Management Experience - None
- Additional Qualifications - None

Job Functions:

Trained in the analysis or application of network security practices within an organization/agency. Assists with performing Systems Testing and Evaluation (ST&E) services included in the process of helping an organization/agency obtain an Authority To Operate (ATO) on its systems and/or environment. Familiar with National Institute of Standards and Technology (NIST) and/or Department of Defense IA Certification and Accreditation Process standards. Limited knowledge of commonly used concepts, practices, and procedures within a particular field. Works under immediate supervision. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Network Security Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 2-5 Years
- Management Experience - Less than one year
- Additional Qualifications - MS Windows Server, MS Active Directory, and MS Exchange, SQL

Job Functions:

Specialized in the analysis or application of network security practices within an organization/agency. Designs and develops Systems Testing and Evaluation (ST&E) services included in the process of helping an organization/agency obtain an Authority To Operate (ATO) on its systems and/or environment. Familiar with National Institute of Standards and Technology (NIST) and/or Department of Defense IA Certification and Accreditation Process standards. Familiar with commonly used concepts, practices, and procedures within a particular field. Works under general supervision. Relies on experience to plan and accomplish goals.

Senior Network Security Analyst

Job Description and relationship to FPDS Code(s):

- ✓ IT Systems Analysis Services (306)
- ✓ IT Backup and Security Services (310)
- ✓ Other IT Services (399)

Minimum Qualification:

- Education - Bachelors Degree
- Industry Experience - 5+ Years
- Management Experience - More than one year's experience leading a team
- Additional Qualifications - MS Windows Server, MS Active Directory, and MS Exchange, Oracle, SQL, Linux

Job Functions:

Specialized in the analysis and application of network security practices within an organization/agency. Designs and develops Systems Testing and Evaluation (ST&E) services included in the process of helping an organization/agency obtain an Authority To Operate (ATO) on its systems and/or environment. Familiar with National Institute of Standards and Technology (NIST) and/or Department of Defense IA Certification and Accreditation Process standards. Demonstrates expertise in common concepts, practices, and procedures within a particular field. May provide consultation on complex projects and is considered to be an expert in the field. Relies on extensive experience and judgment to plan and accomplish goals.

SIN	Skill Category	Unit	Approved GSA Price
132-51	Database Administrator II	hour	\$149.87
132-51	Database Administrator III	hour	\$179.84
132-51	Network Administrator	hour	\$99.91
132-51	Program Manager III	hour	\$199.82
132-51	Quality Assurance Analyst	hour	\$74.93
132-51	Senior Technology Analyst	hour	\$150.77
132-51	Support Services Program Manager	hour	\$124.89
132-51	Support Services Technician I	hour	\$19.98
132-51	Support Services Technician II	hour	\$24.98
132-51	Technology Analyst	hour	\$99.91
132-51	Technology Consultant	hour	\$99.91
132-51	Web Application Developer I	hour	\$99.91
132-51	Associate Systems Security Analyst	hour	\$80.61
132-51	Systems Security Analyst	hour	\$92.69
132-51	Senior Systems Security Analyst	hour	\$109.82
132-51	Systems Security Architect	hour	\$139.04
132-51	Associate Network Security Analyst	hour	\$80.61
132-51	Network Security Analyst	hour	\$92.69
132-51	Senior Network Security Analyst	hour	\$109.82
* Rate for both on and off site.			

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

PREAMBLE

K2Share 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 Mr. Jeff England, (866) 527-4273, jengland@k2share.com, (979) 260-0030.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

K2Share

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0840R.

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:

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

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

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

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

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

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

Here is a general outline on how it works:

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