

**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software and Services**

SIN 132-51—Information Technology (IT) Professional Services

FPDS Code D302—IT Systems Development Services

FPDS Code D306—IT System Analysis Services

FPDS Code D307—Automated Information Systems Design and Integration 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 D317—Automated News Services, Data Services, or Other Information Services

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

Burton Group, Inc.
(a wholly owned subsidiary of Gartner, Inc.)

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Midvale, Utah 84047
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Contract Number: GS-35F-0298P

Period Covered by Contract: 02/24/2004 through 02/23/2014

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification #PS-0017, effective December 20, 2013

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage!TM System: <http://www.gsaadvantage.gov>

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Information for Ordering Activities

[Applicable to all Special Item Numbers]

Special Notice to Agencies: Small Business Participation

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

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

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

For orders exceeding the 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.

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Refer to Burton Quotation, or

Contractor's Address	Contracts Administration Source	Program Manager
Burton Group, Inc Attn: GSA Orders 7090 Union Park Center Suite 200 Midvale, Utah 84047	Burton Group, Inc. Attn: Lisa Scimitarra 12651 Gateway Blvd. Fort Myers, FL 33913 1 239 561 4000 1 800 328 2084 lisa.scimitarra@gartner.com	Burton Group, Inc. Attn: Frank Murphy 4501 No. Fairfax Drive—8th Fl. Arlington, VA 22203 1 703 387 5678 1 800 446 3597 frank.murphy@gartner.com

Payment Address

Burton Group, Inc. — Accounts Receivable
7090 Union Park Ctr., Suite 200
Midvale, UT 84047-6005

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

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **62-182-3533**

Block 30: Type of Contractor **C. Small Business**

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **87-0480573**

a. CAGE Code: **04TP6**

Burton Group, Inc. is registered with the System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM/>. Burton Group, Inc. "Representations and Certifications" are available at <https://www.sam.gov/portal/public/SAM/>.

5. FOB: DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY

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

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

b. URGENT REQUIREMENTS

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

7. DISCOUNTS

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

- a. Prompt Payment: None - Full Payment Due: NET 30.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers.

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 Available

10. SMALL REQUIREMENTS

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

11. MAXIMUM ORDER

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

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 FAR 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

a. FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number 1 703 487 4650.

b. FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number 1 202 619 8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number 1 301 975 2833.

14. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)
- a. SECURITY CLEARANCES: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
 - b. TRAVEL: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46; Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
 - c. CERTIFICATIONS, LICENSES AND ACCREDITATIONS: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
 - d. INSURANCE: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
 - e. PERSONNEL: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
 - f. ORGANIZATIONAL CONFLICTS OF INTEREST: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
 - g. DOCUMENTATION/STANDARDS: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
 - h. DATA/DELIVERABLE REQUIREMENTS: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
 - i. GOVERNMENT-FURNISHED PROPERTY: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
 - j. AVAILABILITY OF FUNDS: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

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

16. GSA ADVANTAGE!TM

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

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

Agencies can browse GSA Advantage!TM by accessing the Internet World Wide Web utilizing a browser (e.g., 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, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated 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-

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - i. Time of delivery/installation quotations for individual orders;
 - ii. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 - iii. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts of more than \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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 apply.

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

23. SECTION 508 COMPLIANCE

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

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

More details can be found at Burton Accessibility Web Site: www.gartner.com

Contact for more Information: Platforms@gartner.com

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

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

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

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

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

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

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:
 - i. For such period as the laws of the State in which this contract is to be performed prescribe; or
 - ii. Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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

For subscription services, invoicing and payments are authorized concurrent with commencement of deliverables.

Terms and Conditions Applicable To Information Technology (IT) Professional Services (SIN 132-51)

1. SCOPE

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

2. PERFORMANCE INCENTIVES (I-FSS-60)

- 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:
 - i. Cancel the stop-work order; or
 - ii. 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-
 - i. 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
 - ii. 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 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 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.

For subscription services, invoices are authorized concurrent with commencement of deliverables.

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.

For subscription services, payments are authorized concurrent with commencement of deliverables.

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. INTELLECTUAL PROPERTY

- a. Burton Group shall retain sole and exclusive ownership of the Deliverable(s), Burton tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the Services, together with all intellectual property rights therein (the "Burton Materials"). Burton grants to Client a perpetual, non-exclusive, royalty-free license to use the Deliverables, subject to the limitations set forth in Section 17.
- b. Nothing contained herein shall preclude Burton from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Burton shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Burton shall not use or disclose any of Client's confidential information, as defined in Section 18.
- c. With respect to any benchmarking Services performed by Burton, Client acknowledges that (i) the contents of the Benchmarking Report (as defined in the Statement of Work) and other deliverables are based upon information which is proprietary to Burton and contained in Burton's proprietary database, (ii) the contents of the database belong to Burton solely, (iii) Client's data will become part of the database, (iv) Burton will code any presentation of Client's data to preserve Client's anonymity, and (v) the database will be used by Burton in future consulting and benchmarking engagements.

- d. Client shall retain its rights in any proprietary material that Client supplies to Burton. If Client provides Burton with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to Burton all rights and licenses that are necessary for Burton to fulfill its obligations under each Statement of Work.

17. USE OF DELIVERABLES

Subject to payment in full of the applicable fees, Burton grants to Client for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by Client, Client shall not make the Deliverables available, in whole or in part, to anyone outside of Client, or quote excerpts from the Deliverables to the public, without the prior written consent of Burton. Notwithstanding the foregoing, Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

18. CONFIDENTIALITY

- a. The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with each Statement of Work, including the Burton Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.
- b. Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

19. WARRANTIES

- a. Client warrants that Burton's use of any materials furnished by Client in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party.
- b. Burton warrants that the Deliverables, in the form provided to Client, do not infringe any copyright, trademark, trade secret or other right of any third party.

- c. ALL SERVICES ARE PROVIDED ON AN “AS IS” BASIS. BURTON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT BURTON BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE CLIENT. BURTON HAS NO OBLIGATION TO ADVISE CLIENT OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES.

20. LIMITATION OF LIABILITY

Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Burton or its employees, Burton’s total liability arising out of the provision of the Services hereunder shall be limited to the fee paid by Client under the Statement of Work under which such liability arises.

21. DESCRIPTION OF IT SERVICES AND PRICING

Burton Group provides both comprehensive Research and Advisory Services and custom Consulting Services and Workshops as outlined below. *Additional information on all services offered by Burton Group can be found at www.burtongroup.com.*

Research and Advisory Services

Burton Group is the only IT research and advisory firm focused exclusively on offering in-depth analysis of infrastructure technologies. Grounded in its allegiance to the enterprise technologist, Burton Group grows far outside the shadow of vendor agendas. This independence stems from Burton Group's dedication to honest, in-depth research. The value of Burton Group's research is amplified by direct recommendations about how to plan, build, and manage enterprise architectures. Burton Group provides practical answers to questions about directories, security, identity management, application platforms, architecture, data center, collaboration and content, and network and telecom infrastructure. Dedicated to reaching deep into these issues, Burton Group shoulders the chore of sifting and sorting through the ever-changing and ever-growing number of technologies emerging each day. By delivering decisive recommendations, Burton Group frees technologists to focus on infrastructure rather than on research.

For flexibility in meeting the needs of the ordering activity/client, Burton Group provides a choice in its Research and Advisory Services of Burton Group IT1 or any individual or combination of Coverage Areas. Burton Group provides these comprehensive services on an annual license basis.

Burton Group IT1

Burton Group IT1 provides comprehensive in-depth research and advice on strategic enterprise technologies. Burton Group IT1 provides access to all Burton Group infrastructure Coverage Areas—this includes coverage of infrastructure technologies, strategy adoption, and governance practices relating to application platforms and service orientation, collaboration and content, data center, data management, enterprise architecture, identity and privacy, network and telecom, and security and risk management.

Under the Burton Group IT1 program, in addition to the Coverage Areas listed below, the client will have access to all new infrastructure coverage areas that Burton Group launches during the license term, plus Enterprise Architecture ("EA") and Cloud Computing. EA draws upon and cross-cuts multiple research coverage areas to help organizations effectively create alignment across IT disciplines and business operating models. Cloud Computing research guides IT organizations on the effective use of on-demand, external IT services (cloud) to create a more agile, focused, cost-effective IT operation.

Research Assistance: As a courtesy to Burton Group IT1 clients, Burton Group also offers research assistance. Burton Group IT1 clients can utilize the Burton Group Research Assistant Program for aid in locating information in our Coverage Area databases.

Coverage Areas

Burton Group's Coverage Areas focus on in-depth analysis of infrastructure technologies, with emphasis on the following core technologies:

Application Platform Strategies ("APS")

Application platform technologies and software platforms such as Java and J2EE, Microsoft Windows and .NET, enterprise application integration (EAI) and B2B integration, application development languages programming tools and techniques,

and the key standards and protocols that support the development of the emerging Web services model.

Collaboration and Content Strategies (“CCS”)

Strategies for planning and integrating collaboration and content infrastructure to facilitate synergistic applications and comprehensively manage the content life cycle, including Blogs, Collaborative Applications, Content Analytics, Document Management, Email and Calendaring, Forms, Instant Messaging (IM), Office Suites, Document formats and related standards, Records Management, Search and taxonomy, Social Software, Web Conferencing, Web Content Management, Wikis.

Data Center Strategies (“DCS”)

Data Center technologies and strategies including server and storage hardware, SANs, NAS, blades, power, cooling, virtualization, server operating systems, storage management software, data protection, storage interconnects and protocols, high availability, high performance computing, grids, disaster recovery and business continuity planning, and data center management.

Data Management Strategies (“DMS”)

Data Management Strategies helps enterprises advance business performance through emerging data management opportunities that are based on the effective use of database management systems, XML data management and standards, data modeling tools and techniques, and business intelligence tools and services.

Identity and Privacy Strategies (“IdPS”)

Enterprise infrastructure technologies, including Directory Services, Identity Management, and Policy, Privacy, and Personalization.

Network and Telecom Strategies (“NTS”)

Network infrastructure technologies, such as Network Architecture, MPLS, Wireless, IP-VPNs WANs, LANs, MANs, SANs QoS, IP Telephony, Remote Access, Switching and Routing.

Security and Risk Management Strategies (“SRMS”)

Critical technologies for the protection of enterprise infrastructures, including Risk Management, Network Security, Application and Content Security, and Security Concepts, Techniques and Approaches.

CONTENT ACCESS

Via the Web — Unlimited Users

Clients receive unrestricted, worldwide access to the entire content database of each coverage area licensed. Each coverage area database includes an archive of current and future report releases during the 12-month license term. Clients also receive access to the Reference Architecture Web-based content for the licensed coverage area(s). Burton Group commits to releasing 24 or more publishing events per year for each coverage area.

CONTENT TYPES

Burton Group Research and Advisory Services include the following content deliverables:

- In-Depth Research
- Reference Architecture
- Methodologies and Best Practices
- Unlimited Analyst Dialogues
- TeleBriefings
- Catalyst Conference

NOTE: In updating, expanding, and improving its Research and Advisory Services, Burton Group reserves the right to modify any coverage area name, content type and/or format. In the event of such modification, Burton Group commits to providing service content at least comparable to that licensed by the client as described herein.

In-Depth Research

Burton Group's research database features several types of documents that complement Burton Group's online knowledgebase and decision-making framework, including Overviews, Reports and Topic Collections.

Overview — Overviews provide a context for a particular network- or applications-infrastructure topic, defining the issues and setting the standards by which clients should evaluate vendors and products. Overview documents also give clients a sense of the future development of that technology.

Report — Reports offer in-depth coverage of specific vendors, products, and technologies. Report documents examine the validity and impact of particular technologies. Report documents also examine vendor offerings and measure them against the ideal outlined in its associated Overview document. and Topic Collections — collections of documents on a single subject domain. These collections include three components: a Market Landscape document, a Technology and Standards document, and three or more Product Profiles.

Topic Collections are collections of documents on a single subject domain. These collections include three components: a Market Landscape document, a Technology and Standards document, and three or more Product Profiles.

Market Landscape — Provides framework, context, market assessment, and recommendations, independent of any single vendor.

Technology and Standards — Dives into technical details, common implementations, architectures, and any relevant standards within the domain.

Product Profiles — Cover a particular product and are written to a standard template so that readers can compare products side-by-side.

Topic Collections use the same research methodology as Overviews and Reports, but provide a simpler navigational structure and method for comparing potential solutions side-by-side.

DocAlerts: Burton Group provides DocAlerts as a courtesy to inform clients of new documents as they are published. This proactive alert system delivers notices to clients via email. Each DocAlert contains a summary of the published analysis, as well as the hypertext-linked information needed to quickly access the document.

Research topics include:

APS	Microsoft.Net; J2EE and J2ME; XML RPC and Soap; UDDI and WSDL; XML Standards; Software Platforms; Application and Process Integration; Application Development and Mgmt.; Web Portals; B2B Integration; Integration Broker Servers; Messaging Services; XML Middleware Tools; SOAP Stacks; XML RPC's; Synchronous RPC's; Object Brokers; Message Brokers; Vendors and Products; Web Services
CCS	Technologies and standards (blogs, collaborative applications, content analytics, document management, document formats and related standards, email and calendaring, forms, instant messaging (IM), office suites, records management, search and taxonomy, social software, Web conferencing, Web content management, Wikis); Products (collaboration/messaging environments, IBM Lotus Notes/Domino, IBM Lotus Sametime, IBM Workplace, Microsoft Exchange, Microsoft SharePoint, MSLive Communication Server, Oracle Collaboration Suite, Adobe (Macromedia) Breeze, Microsoft Office Groove 2007, Web Conferencing solutions, Cisco MeetingPlace, MS Live Meeting, IBM Lotus Web Conferencing); Operating and Management (knowledge management, management of collaboration and content, infrastructure, policies, procedures and governance issues, regulatory compliance, related etiquette and incentive system issues)
*Cloud Computing	Software-as-a-service (SaaS), Customer relationship management, Web conferencing, Online productivity applications, Email and online collaboration, Application Platforms-as-a-Service (PaaS), Online middleware, Software Infrastructure-as-a-Service (SlaaS), Online datasets, Identity and security services, Cloud security and risk management, Hardware Infrastructure-as-a-Service (HlaaS), Server Virtualization, Internal/Private clouds, Cloud Storage, Vendor management and auditing, Cloud economics, Co-Location and Hosting, Technologies and standards, Cloud Computing Interoperability Forum (CCIF), SNIA (storage networking industry association), DMTF
DCS	Technologies, standards and guidance for server virtualization, storage virtualization, server and storage hardware, data center physical facilities (power and cooling), processors (Intel, AMD), server operating systems (x86 systems), storage interconnects and protocols, data protection (including backup, tape, D2D, D2D2T, snapshot, replication, continuous data protection [CDP]), high availability, disaster recovery, business continuity, high performance computational clusters, grids, desktop deployments (thin vs. thick clients), data center management, and autonomic and utility computing.

DMS	Business intelligence, Data mining, Data warehousing, Enterprise reporting, Online analytical processing (OLAP), Real-time data analytics, Data management, Data classification, Data enrichment, Data integration, Data modeling techniques and tools, Data quality, Data replication/synchronization, Data security, Data services, Integrating structured and unstructured data, Master data management (MDM), Metadata management, XML data management, Database management, Extended relational DBMSs, XML data management in DBMSs, Specialized DBMS models (such as object and streaming database servers), The role of DBMSs within superplatform architectures, Technologies and standards, Business domain models such as HL7 and XBRL, RELAX NG, Schematron, SQL, The Semantic Web, XForms, XML, XML Schema, XPath, XQuery, XSLT
*EA	EA program startup, EA program recalibration, Effectiveness and value measurement, IT processes integration, Enterprise SOA, IT governance, EA competency, Process orientation, Business and information architecture, Application portfolio, Analysis and design techniques, SDLC integration and enterprise reuse, Business optimization Cross-domain infrastructure decisions, Business and IT alignment.
IdPS	Identity Repositories and Interfaces (major directory products, metadirectory, virtual directory, standards, APIs); Identity Assurance (registration, authentication technologies, SSO, Public Key Infrastructure, Federated Identity); Privacy, Personalization and Authorization (regulatory compliance, identity theft, identity-based authorization controls, access management systems, profiles and preferences); Identity Administration and Provisioning (self-service, delegated admin., role and group admin.) Provisioning and User Management; Digital Identity (RF-ID, asset identification and tracking); Mobility of Identity
NTS	Network Architecture; WAN; SANs; Wireless; IP Telephony; IP Multicast; QoS; IP Address Mgmt.; Remote Access; Resiliency; Switching and Routing; MANs; Building Wiring; Network and Transport Protocols; VPNs; MPLS; IP-VPNs; Optical Wireless
SRMS	Management Policies and Procedures (metrics, standards); Auditing and Testing (security event management); Incident Handling, Forensics, Disaster Recovery; Monitoring and Response; Technical Counter-Measures: Perimeters, Authorization, Content Security, Application Security; Op/Sys Security (cryptographic technologies, ERM, antivirus, anti-SPAM); Security Operations, Awareness and Non-Technical Counter-Measures (logical/physical security nexus); Patch Management

*EA and Cloud Computing are only available with the Burton Group IT1 License.

Reference Architecture

Burton Group's Reference Architecture is a Web-based decision-support tool designed to help clients use research to make strategy and architecture decisions in the technological and organizational environment. Reference Architecture consists of three components:

Principles — Provide context. Statements that effectively describe an organization's principles and beliefs concerning how to use IT resources in a two-to-three year planning window.

Technical Positions — Drive decisions. "If-then-else" logic that establishes technical positions based upon the context defined in the Principles.

Templates — Drive architecture. Interactive, Web-based, drill-down diagrams that build upon the Technical Positions in defining architecture.

Burton Group's Reference Architecture facilitates infrastructure-planning objectives over a two- to three-year period and assists the client in identifying critical junctures in the client's decision-making process. A proven planning model, Reference Architecture is the only online, continually updated knowledgebase with an enterprisewide view of network infrastructure. This framework helps define the future of the client's network environment.

Methodologies and Best Practices Program: Consulting Tools on Paper

Over the years, Burton Group has conducted hundreds of consulting and advisory engagements for enterprise organizations including Fortune and Global 2000, government, and higher education clients. Burton Group has since leveraged that extensive experience and knowledge, creating a tangible resource—the Methodologies and Best Practices (MBP) program. Burton Group clients have access to efficient methodologies of requirements collection, architecture development, and vendor/product selection.

Analyst Dialogues — Unlimited

Burton Group provides *unlimited* interaction with its research team through dialogues. The dialogue service provides clients the ability to actively discuss with Burton Group expert Analysts and Consultants the technology and issues covered in Burton Group's documents and architecture technical positions.

Dialogues may include discussions of coverage areas included in licensed Burton Group research, briefings, and documents, as well as follow-up, clarification, and context-related issues concerning coverage area. The dialogue service does not include client-specific design, architecture, planning or reviews. Additional assistance is available in the form of consulting services. Each consulting engagement is charged separately based on Burton Group's expert analysis of detailed client requirements and architecture documents, with emphasis on any research and/or creation of deliverables for the client.

For Burton Group IT1 clients: At the option of the client, one dialogue per contract-year may be scheduled on-site at the client's location, at no additional charge. This dialogue will be up to one-half business day in duration. Client is responsible for the reimbursement of travel and living expenses actually and reasonably incurred as the result of Analyst or Consultant travel to and from the site of the client dialogue.

Burton Group suggests that all requests for dialogues be coordinated with Burton Group through one or two designated employees of the client. Burton Group may decline a dialogue request if it is determined that the dialogue topic requested is outside of the scope of the service licensed by the client.

TeleBriefings — Includes (3) Three Sites

TeleBriefings complement Burton Group's research. Clients participate in regularly scheduled audio conference TeleBriefings presented by a Burton Group Analyst or Consultant. Each session consists of approximately 45 minutes of discussion by a Burton Group expert, followed by a Q&A session. Client anonymity is maintained during the Q&A session. TeleBriefings are an ideal venue in which to discuss best practices, applications of advanced technologies, and issues of network-lifecycle management. Up to three Client sites may access each TeleBriefing, and there is no limit to the number of Client employees that may attend per site.

Catalyst Conference

Catalyst is an intensive three-day conference that focuses on critical network- and applications-infrastructure issues. The only conference of its kind, Catalyst brings together vendors, end users, and Burton Group Analysts and Consultants in a dynamic, yet intimate forum. This industry-shaping conference is well known for its end-user driven agenda, sharp focus, and high-profile speakers. Since the first conference in 1993, Catalyst has reinforced Burton Group's reputation for substance, timeliness, credibility, and integrity.

EXECUTIVE ADVISORY PROGRAM

Burton Group's Executive Advisory Program (EAP) serves as an interface for executives into the Burton Group Research and Advisory Services. This is accomplished using the following means:

- Research aimed at the needs of the CIO; with focus on Management Best Practices and Case Studies, Market Analysis, and Support for Large Initiatives.
- Unlimited dialogues with Executive Strategists.
- Clear relationship between management-focused research content and in-depth technology research.
- CIO-targeted events.

LICENSE GRANT

Upon acceptance of an Order, Burton Group will grant to the ordering activity a non-exclusive, non-transferable, worldwide, internal use license to access and use the Licensed Content (defined below) for the sole purpose of the ordering activity developing its information technology infrastructure and architecture. "Licensed Content" includes all current and any future deliverables Burton Group delivers within the Coverage Area(s) ordered, including the Burton Group Reference Architecture, Market Landscape documents, Technology & Standards documents, Product Profiles, Methodologies and Best Practices (MBP) documents, all TeleBriefings, and Analyst Dialogues within the selected Coverage Area(s), Catalyst Conference tickets, and the Executive Advisory Program (EAP)—as more fully accuracy, completeness or suitability of the licensed content for any particular purpose. "Internal use" means that access and use of the Licensed Content is limited to individuals who are employees, consultants, or

subcontractors of the ordering activity and whose access and use of the Licensed Content falls within the purpose stated above.

The Licensed Content is the proprietary information of Burton Group and Burton Group will retain all ownership rights to the Licensed Content, including, but not limited to, all copyrights, patents, or trade secrets. The ordering activity will not disclose the Licensed Content or any portion thereof to any third party without the prior written consent of Burton Group.

PRICING

Burton Group's pricing for Research and Advisory Services is based on the size of the ordering activity, determined by the number of employees of the specific ordering activity. Each License is sold on a fixed price basis (excluding taxes and any travel related expenses), with the full License fee invoiced and due upon commencement of Deliverables. Delivery is complete upon Burton Group providing the ordering activity with access to the Licensed Content.

Burton Group offers a choice in its Research and Advisory Services of Burton Group IT1 or any individual or combination of Coverage Areas.

Burton Group Classic IT1: Includes all Coverage Areas offered by Burton Group, as well as all new infrastructure coverage areas that Burton Group launches during the license term, Enterprise Architecture ("EA") and Cloud Computing, Research Assistant Program, and one-half day on-site dialogue per license term.

Coverage Areas:

1. Application Platform Strategies ("APS")
2. Collaboration and Content Strategies ("CCS")
3. Data Center Strategies ("DCS")
4. Data Management Strategies ("DMS")
5. Identity and Privacy Strategies ("IdPS")
6. Network and Telecom Strategies ("NTS")
7. Security and Risk Management Strategies ("SRMS")

SIN 132-51 — *Renewal Only*

# Employees		Annual License Fee ONE COVERAGE AREA*	Catalyst Tickets	Annual License Fee BURTON GROUP CLASSIC IT1*	Catalyst Tickets
> 0	< 1,000	\$20,190	2	\$71,610	4
1,000	25,000	\$31,710	2	\$139,370	8
25,000	50,000	\$41,810	3	\$152,340	10
50,000	75,000	\$50,460	3	\$168,680	10
75,000	+	\$55,270	4	\$213,860	12

* **Renewal Only:** effective January 1, 2013, Burton Research products are no longer available for new orders. Annual renewals of existing contracts are available through February 23, 2014.

- All Research and Advisory Services include unlimited Analyst Dialogues.
- All subscriptions begin on the first of a calendar month and are for a twelve (12) month term.

Note 1: When two separate Coverage Areas are purchased, a discount of twenty (20) percent will be taken off of the total price of the two Coverage Areas.

Note 2: Ordering Activities may choose to enter into a License covering two or more years. In consideration for such multi-year commitment, when the Ordering Activity pays for a two year License at the time Burton Group accepts the order, the Ordering Activity will receive a ten (10) percent discount on the total of the combined fees. When the Ordering Activity pays for a three-year License at the time Burton Group accepts the order, the client will receive a fifteen (15) percent discount on the total of the combined fees.

Travel Expenses and Costs

Pricing for Research and Advisory Services excludes travel related expenses, and sales and use taxes (if applicable). Reasonable and actual travel-related expenses incurred by Burton Group Consultants or Analysts in the course of delivering on-site dialogues are in addition to the above pricing and will be invoiced separately as allowable expenses.

Commitment to Promote Small Business Participation Procurement Programs

Preamble

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

Commitment

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.
- We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:
 - Mr. Frank Murphy, Director—Government Contracts: 1 703 387 5678
(frank.murphy@gartner.com)

Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (*ordering activity*) and Burton, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s): GS-35F-0298P.

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

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

Signatures

Ordering Activity	Date	Burton, Inc.	Date
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(Customer Name) Blanket Purchase Agreement, BPA Number _____

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0298P, Blanket Purchase Agreements, Burton, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with (ordering activity):

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

Product	*Special BPA Discount/Price

- Delivery:

Destination	Delivery Schedules/Dates

- The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- This BPA does not obligate any funds.
- This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- The following office(s) is hereby authorized to place orders under this BPA:

Office	Point of Contact

- Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

<ul style="list-style-type: none"> <input type="checkbox"/> Name of Contractor; <input type="checkbox"/> Contract Number; <input type="checkbox"/> BPA Number; <input type="checkbox"/> Product Description <input type="checkbox"/> Purchase Order Number; <input type="checkbox"/> Date of Purchase; 	<ul style="list-style-type: none"> <input type="checkbox"/> 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 <input type="checkbox"/> Date of Shipment.
--	---
- The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Basic Guidelines for Using “Contractor Team Arrangements”

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

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

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

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

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

Here is a general outline on how it works:

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