GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and
the option to create an electronic delivery order are available through GSA Advantage!, a
menu-driven database system. The Internet address for GSA Advantage! is:
http://www.gsaadvantage.gov

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT
SCHEDULE TITLE: MAS - INFORMATION TECHNOLOGY PROFESSIONAL
SERVICES
FSC GROUP: 70

CONTRACT NUMBER: 47QTCA18D004W

PERIOD COVERED BY CONTRACT: January 2018 – January 2023

ISAM (Information Systems Asset Management), Inc.
4152 North River Run
Savage, MN 55378
(P) 952-322-4726
(F) 612-677-3250
www.isamgroup.com

Contractor’s Administration Source: Michael Swanson
mswanson@isamgroup.com

General Services Administration
Management Services Center Acquisition Division
Modification #___, dated ___

Business Size: Small Business
DUNS: 055276997

For more information on ordering from Federal Supply Schedules click on the
FSS Schedules button at http://www.fss.gsa.gov
GSA Awarded Terms and Conditions
ISAM, Inc.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).
   54151S: Information Technology Professional Services

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.
   Refer to Awarded Pricelist

2. Maximum order threshold
   54151S: $500,000

3. Minimum order.
   $100.00

4. Geographic coverage (delivery area).
   Domestic and Overseas

5. Point(s) of production (city, county, and State or foreign country).
   Savage, MN

6. Discount from list prices or statement of net price.
   Refer to Awarded Pricelist

7. Quantity discounts.
   5% for orders over $500,00
   10% for orders over $1M

8. Prompt payment terms.
   0%, Net 30 Days

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

9b. Government purchase cards are NOT accepted above the micro-purchase threshold

10. Foreign items (list items by country of origin).
    NOT APPLICABLE
11a. Time of delivery.
   Determined at the Task Order Level

11b. Expedited Delivery.
   Determined at the Task Order Level

11c. Overnight and 2-day delivery.
   Determined at the Task Order Level

11d. Urgent Requirements.
   Determined at the Task Order Level

12. F.O.B. point.
   Destination

13a. Ordering address.
   ISAM, Inc.
   4152 North River Run
   Savage, MN 55378
   (P) 952-322-4726
   (F) 612-677-3250
   www.isamgroup.com

13b. Ordering procedures:
   Ordering activities shall use the ordering procedures described in
   Federal Acquisition Regulations 8.405 when placing an order or
   establishing a BPA for supplies or services. The ordering procedures,
   information on Blanket Purchase Agreements (BPA’s) and a sample
   BPA can also be found at the GSA/FSS Schedule Homepage
   (fss.gsa.gov/schedules).

14. Payment address.
   ISAM, Inc.
   4152 North River Run
   Savage, MN 55378
   (P) 952-322-4726
   (F) 612-677-3250
   www.isamgroup.com

15. Warranty provision.
   NOT APPLICABLE
16. Export packing charges, if applicable.
   NOT APPLICABLE

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
   ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD

18. Terms and conditions of rental, maintenance, and repair (if applicable).
   NOT APPLICABLE

19. Terms and conditions of installation (if applicable).
   NOT APPLICABLE

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
   NOT APPLICABLE

20a. Terms and conditions for any other services (if applicable).
   NOT APPLICABLE

21. List of service and distribution points (if applicable).
   ISAM, Inc.
   4152 North River Run
   Savage, MN 55378
   (P) 952-322-4726
   (F) 612-677-3250
   www.isamgroup.com

22. List of participating dealers (if applicable).
   NOT APPLICABLE

23. Preventive maintenance (if applicable).
   NOT APPLICABLE

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
   NOT APPLICABLE

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and
show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**NOT APPLICABLE**

25. Data Universal Number System (DUNS) number: **05-5276997**

26. Notification regarding registration in Central Contractor Registration (CCR) database.
   
   **CAGE Code: 6JBW6**, active in SAM
1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule

b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY
Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.
9. INDEPENDENT CONTRACTOR
All IT/IAM Professional Services performed by the Contractor under the terms of
this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliate’s 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/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.
12. PAYMENTS

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

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

   (1) The offeror;
   (2) Subcontractors; and/or
   (3) Divisions, subsidiaries, or affiliates of the offeror under a common control

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.
16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 54151S IT/IAM Professional 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/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science
GSA Approved Pricelist
Information Technology Schedule 70
SIN 54151S

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>GSA Approved Pricelist w/IFF</th>
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<td>Vice President</td>
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<td>Senior Director</td>
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<td>Director</td>
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<td>Consultant</td>
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Labor Category Job Descriptions

INFORMATION SYSTEMS ASSET MANAGEMENT, ISAM Consulting (SIN 54151S)

ISAM is the leader in Software Asset Management, SAM, consulting. For over twenty years, ISAM has been helping clients control their software costs first in the Mainframe environment, then in a Distributed environment and now as there is movement to the “Cloud” environment, ISAM assists its clients in seeing the best financial options for their operation. Our experienced consultants have walked in your shoes, making operational and financial decisions for their organizations also. Utilizing our rigorous methodologies and proprietary +$15 Billion Dollar Database of software pricing, GREENBOOKSM provides the basis upon which the decisions can be evaluated.

The Greenbook is the world’s largest proprietary database of over 15 Billion dollars of actual software pricing points. This wealth of information allows ISAM clients to know the Best In Class software costs, how their costs compare and what they can do to improve their pricing situation. Specifically, ISAM provides:

- A focus on the Optimized Data Center, having the right software, at the right time at the right place, at the lowest cost available.
- A unique and proven methodology for lowering software costs.
- Team members who are proven SME, with years of experience from backgrounds of Accounting, Finance, Data Center Operations and Information Technology.
- The world’s largest Proprietary database containing software cost information from hundreds of different data centers both public and private. These Data points enable every client to know where their pricing stands for each vendor, and then what action if any they need to take to improve.
Job Title: VICE PRESIDENT

Position Summary:
Responsible for the management and execution of consulting projects

Position Accountabilities and Specific Duties:
- Act as Primary contact to the Client executives; facilitates critical meetings
- Support Client in defining agenda and/or Corporate Strategy
- Develop Account plans for and takes responsibility for the development and growth of client accounts
- Develop overall administrative, financial, and time commitments for multiple segments: sets overall goals and drives agendas to ensure goal are met
- Perform engagement and quality reviews on drive continuous improvement
- Serves as sounding board for engagement teams Strategic Direction
- Provide Executive leadership on sales call and proposal development efforts

Position Specifics:
A. Education:
   - Master’s Degree, and 10 years of relevant experience in variety of fields, but not limited to: Accounting, Finance, Business Administration, IT, Computer Science, Business, Statistics, Mathematics
   - Bachelor’s Degree and/or 15 years’ relevant experience

B. Demonstrated Experience
   - Leading and consulting on large business or transformation projects
   - Advising Technology Clients
   - Delivering improvement and cost savings
   - Recruiting and developing managing teams
   - Delivering value to clients

C. Required Technical Functional Knowledge and Skills
   - Business - Technological strategist
   - Industry Insight
   - General business, marketing, financial and general business acumen
   - Project / Program management
   - Excellent written and verbal presentation skills.
Job Title: SENIOR DIRECTOR

Position Summary:
Responsible for the management and execution of consulting projects. This includes the timely presentation of Quality Deliverables.

Position Accountabilities and Specific Duties:
- Aides the client in reviewing issues and provide Best-In-Class alternatives
- Act as the Subject Matter Expert on engagements
- Perform engagements Quality reviews and drive for continuous improvements
- Ensure effective and creative idea generation o among team members
- Analyze findings, develop insight and integrate work efforts into single Best-In-Class Actionable reports

Position Specifics:
A. Education:
   - Master’s Degree, and 8 years of relevant experience in variety of fields, but not limited to: Accounting, Finance, Business Administration, IT, Computer Science, Business, Statistics, Mathematics
   - Bachelor’s Degree and/or 12 years’ relevant experience

B. Certifications: Such as CSAM, ITIL, or other SAM designation

C. Demonstrated Experience
   - Leading and consulting on large business or transformation projects
   - Advising Technology Clients
   - Delivering improvement and cost savings
   - Recruiting and developing Managing Teams
   - Delivering Value to clients

D. Required Technical Functional Knowledge and Skills
   - Business - Technological strategist
   - Industry Insight
   - Developing Technical Business strategy capabilities
   - General Business, Marketing, Financial and General Business Acumen
   - Project/ Program Management
   - Team Building
   - Excellent written and Verbal presentation skills.
Job Title: DIRECTOR

Position Summary:
Responsible for the management and execution of consulting projects. This includes the timely presentation of Quality Deliverables.

Position Accountabilities and Specific Duties:
• To help the client think though issues and provide Best-In-Class alternatives
• Plan and facilitate meetings with client Executives
• Develop overall Administrative, financial and time commitments for each Client engagement
• Perform engagements, quality reviews and drive for continuous improvements
• Ensure effective and creative idea generation among team members
• Analyze findings, develop insight and integrate work efforts into single Best-In-Class Actionable reports
• Write and Present proposals to Prospective client and contract for engagements

Position Specifics:
A. Education:
   • Master’s Degree, and 6 years of relevant experience in variety of fields, but not limited to: Accounting, Finance, Business Administration, IT, Computer Science, Business, Statistics, Mathematics
   • Bachelor’s Degree and/or 10 years’ relevant experience

B. Certifications: Such as CSAM, ITIL, or other SAM designation

C. Demonstrated Experience
   a. Leading and consulting on large business or transformation projects
   b. Advising Technology Clients
   c. Delivering improvement and cost savings
   d. Delivering Value to clients

D. Required Technical Functional Knowledge and Skills
   • Extensive Technical Knowledge in area of Expertise (SME)
   • Business - Technological strategist
   • Industry Insight
   • Developing Technical Business strategy capabilities
   • General Business, Marketing, Financial and General Business Acumen
   • Project/ Program Management
   • Team Building
   • Excellent written and Verbal presentation skills.
Job Title: SENIOR CONSULTANT

Position Summary:
Responsible for the sales, management and execution of consulting projects. This includes the timely presentation of Quality Deliverables.

Position Accountabilities and Specific Duties:
- Participate in client Conference calls and take part in Client communication
- Leads the customer engagement through fact finding, situational understanding, potential and final outcomes
- Complete sections of significant consultation assignments covering the selected software vendors in question
- Provide the Analytical thinking and experience with the vendors on question

Position Specifics:
A. Education:
   - Master’s Degree, and or 8 years of relevant experience in variety of fields, but not limited to: Accounting, Finance, Business Administration, IT, Computer Science, Business, Statistics, Mathematics
   - Bachelor’s Degree and or 12 years' relevant experience

B. Certifications: Such as, IATAM, CSAM, ITIL, or other SAM designation

C. Demonstrated Experience
   - Supporting business and Technology projects
   - Gathering compiling and Analyzing data
   - Surveying and Statistical Analysis
   - Develop deliverable reports
   - Delivering improvement and cost savings
   - Delivering Value to clients

D. Required Technical Functional Knowledge and Skills
   - Extensive Technical Knowledge in area of Expertise (SME)
   - Industry Insight
   - Developing Technical Business strategy capabilities
   - General Business, Marketing, Financial and General Business Acumen
   - Project/ Program Management
   - Team Building
   - Excellent written and Verbal presentation skills
Job Title: CONSULTANT

Position Summary:
Responsible for the execution of consulting projects. This includes the timely presentation of Quality Deliverables.

Position Accountabilities and Specific Duties:
- Participate in client Conference calls and take part in Client communication
- Complete sections of significate consolation assignments covering the selected software vendors in question
- Provide the Analytical thinking and experience with the vendors on question

Position Specifics:
A. Education:
   - Master’s Degree, and/or 6 years of relevant experience in variety of fields, but not limited to: Accounting, Finance, Business Administration, IT, Computer Science, Business, Statistics, Mathematics
   - Bachelor’s Degree and 4 years’ relevant experience

B. Certifications: Such as CSAM, ITIL, or other SAM designation

C. Demonstrated Experience
   - Supporting business and Technology projects
   - Gathering compiling and Analyzing data
   - Surveying and Statistical Analysis
   - Develop deliverable reports
   - Delivering improvement and cost savings
   - Delivering Value to clients

D. Required Technical Functional Knowledge and Skills
   - Extensive Technical Knowledge in area of Expertise (SME)
   - Industry Insight
   - Developing Technical Business strategy capabilities
   - General Business, Marketing, Financial and General Business Acumen
   - Project/ Program Management
   - Team Building
   - Excellent written and Verbal presentation skills
Job Title: ASSOCIATE CONSULTANT

Position Summary:
Responsible for the execution of consulting projects. This includes the timely presentation of Quality Deliverables.

Position Accountabilities and Specific Duties:
- Provide Analytical support to Project team
- Conducts and assists in conducting research utilizing ISAM Greenbook\textsuperscript{SM}
- Analyze, interpret, extrapolate, project and model data to reach conclusions
- Prepare or Assist in preparation of written reports of text Charts, and spreadsheets for internal presentation
- May participate in opening client conference at which engagement is begun
- May participate in final conference with client at which final report is delivered
- Performs initial research for the Senior Consultant, throughout the customer engagement through fact finding, situational understanding, potential and final outcomes
- Perform other duties in updating ISAM Greenbook

Position Specifics:

A. Education:
   - Bachelor’s Degree with 1 year of relevant experience Accounting, Finance, Business Administration, IT, Computer Science, Business, Statistics, Mathematics

B. Certifications: Such as CSAM, ITIL, or other SAM designation

C. Demonstrated Experience
   - Supporting business and Technology projects
   - Gathering compiling and Analyzing data
   - Surveying and Statistical Analysis, using Spreadsheet software
   - Develop deliverable reports
   - Delivering improvement and cost savings

D. Required Technical Functional Knowledge and Skills
   - General Information Technology knowledge
   - Ability to analyze problems
   - Use Judgment effectively
   - Excellent listening and writing skills
   - Oral communication skills