General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List
Commercial Information Technology Equipment, Software and Services

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

Special Item No. 132-51 Information Technology Professional Services

SMX Services & Consulting, Inc.

1000 Brickell Avenue, Suite 900
Miami, FL 33131
Phone: 305-463-7191

http://smxusa.com/

Contract Number: 47QTCA19D000F
Period Covered by Contract: October 5, 2018 - October 4, 2023

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #: _____, dated: _____.

SMX Services & Consulting, Inc.

1000 Brickell Avenue, Suite 900 • Miami, FL 33131 • PH: 305-463-7191
GSA Awarded Terms and Conditions

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINS)
   Special Item No. 132-51 Information Technology Professional Services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN
   See attached Price List.

1c. HOURLY RATES (Services Only)
   See attached Price List.

2. MAXIMUM ORDER
   The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
   Special Item Number 132-51: Information Technology Professional Services

3. MINIMUM ORDER
   The minimum dollar value of orders to be issued is $100.00.

4. GEOGRAPHIC COVERAGE
   The Geographic Scope of Contract will be domestic delivery only. 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.

5. POINT OF PRODUCTION
   NA – Offering Services

6. DISCOUNT FROM LIST PRICES
   Net GSA pricing is listed in attached Price List. Basic discounts have been deducted.

7. QUANTITY/VOLUME DISCOUNTS
   1.00% for Single Orders > $100K
   1.50% for Single Orders > $250K
   2.00% for Single Orders > $500K

8. PROMPT PAYMENT TERMS
   0.50% for Payment in 15 Days; Net 30

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-
    PURCHASE THRESHOLD

9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-
    PURCHASE THRESHOLD
10. FOREIGN ITEMS
   None

11a. TIME OF DELIVERY
    To be Determined by Task

11b. EXPEDITED DELIVERY
    To be Determined by Task

11c. OVERNIGHT AND 2-DAY DELIVERY
    Please contact contractor for overnight and 2-day delivery.

11d. URGENT REQUIREMENTS
    When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. POINT
    Destination

13a. ORDERING ADDRESS
    1000 Brickell Avenue, Suite 900
    Miami, FL 33131

13b. ORDERING PROCEDURES
    For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS
    1000 Brickell Avenue, Suite 900
    Miami, FL 33131

15. WARRANTY PROVISION
    Standard Commercial Warranty Policy

16. EXPORT PACKING CHARGES
    N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**
   Accepted below, at, and above the micro-purchase threshold.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR**
   For terms and conditions of rental please see page 5. Should any equipment not work properly we will send you replacement equipment swapping out the non-operating equipment with working equipment for no extra fee.

19. **TERMS AND CONDITIONS OF INSTALLATION**
   N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES**
   N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES**
   N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS**
   N/A

22. **LIST OF PARTICIPATING DEALERS**
   N/A

23. **PREVENTIVE MAINTENANCE**
   N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (E.G., RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS)**
   N/A

24b. **SECTION 508 COMPLIANCE**
   If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: N/A.
   The EIT standard can be found at: [www.Section508.gov](http://www.Section508.gov/).

25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER**
   044145410

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE**
   Active
**The phrase, “Information Technology (IT) Professional Services/Identity Access Management (IAM) Professional Services” in the following paragraphs may need to be revised in order to be consistent with the Offeror’s proposal; e.g., if only IT Professional Services are offered, all references to IAM Services should be deleted.**

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately. Further, non-professional labor categories shall be offered under SIN 132 100 only.****

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

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

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

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

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

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

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

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. **INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRAC (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT 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 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.
Approved FSS Prices
Schedule 70 IT Professional Services
All Prices Include the Industrial Funding Fee (IFF)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Service</th>
<th>Base Period Year 1</th>
<th>Base Period Year 2</th>
<th>Base Period Year 3</th>
<th>Base Period Year 4</th>
<th>Base Period Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-51</td>
<td>QA Tester</td>
<td>$51.08</td>
<td>$52.00</td>
<td>$52.94</td>
<td>$53.89</td>
<td>$54.86</td>
</tr>
<tr>
<td>132-51</td>
<td>Network Analyst</td>
<td>$49.12</td>
<td>$50.00</td>
<td>$50.90</td>
<td>$51.82</td>
<td>$52.75</td>
</tr>
<tr>
<td>132-51</td>
<td>Java Developer</td>
<td>$68.77</td>
<td>$70.00</td>
<td>$71.26</td>
<td>$72.55</td>
<td>$73.85</td>
</tr>
<tr>
<td>132-51</td>
<td>Software Developer</td>
<td>$58.94</td>
<td>$60.00</td>
<td>$61.08</td>
<td>$62.18</td>
<td>$63.30</td>
</tr>
<tr>
<td>132-51</td>
<td>SAP Analyst</td>
<td>$83.50</td>
<td>$85.00</td>
<td>$86.53</td>
<td>$88.09</td>
<td>$89.68</td>
</tr>
<tr>
<td>132-51</td>
<td>Software Systems Engineer</td>
<td>$53.42</td>
<td>$54.38</td>
<td>$55.36</td>
<td>$56.36</td>
<td>$57.37</td>
</tr>
<tr>
<td>132-51</td>
<td>IT Technician</td>
<td>$30.45</td>
<td>$31.00</td>
<td>$31.56</td>
<td>$32.13</td>
<td>$32.71</td>
</tr>
</tbody>
</table>

Labor Category Descriptions

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Title</th>
<th>Description</th>
<th>Minimum Years of Experience</th>
<th>Minimum Education Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-51</td>
<td>QA Tester</td>
<td>Must be capable of evaluating software and associated documentation. Participates in formal and informal reviews to determine information technology quality and in the development of software quality assurance plans. Examines and evaluates the SQA process and recommends enhancements and modifications. Develops information technology quality standards</td>
<td>3</td>
<td>Bachelor’s degree or 3 years of equivalent experience in a related field.</td>
</tr>
<tr>
<td>132-51</td>
<td>Network Analyst</td>
<td>The Network Analyst will be responsible for designing, building, configuring, maintaining, supporting, optimizing and implementing network systems across the Company. This work will pertain to all network connections, corporate servers, associated software and communication links. This position will also have responsibilities in connection with the Network and Security Administrators tasks. Responsibilities (Essential Job Functions): Primary responsibilities include but are not limited to: Configure for optimized performance all core networking switches and firewalls Design, setup and monitor remote branch facilities LAN Monitor and support our various wireless networks Diagnose, resolve, and document hardware and software network problems in a timely and accurate fashion Provide end user training and support where required in accordance with the Companies mission and core values Setup, administer and support our various VPNs Setup, administer and maintain our Company VoIP Phone system Manage the Microsoft software license agreements Additional responsibilities include but are not limited to: Data Center and data network infrastructure Network performance and monitoring Microsoft Active Directory, Exchange, Windows Support the administration, configuration and monitoring of Sophos UTM systems Conducts research on network products, services, protocols, and standards</td>
<td>3</td>
<td>Bachelor’s Degree or 3 years of equivalent experience in a related field.</td>
</tr>
<tr>
<td>SIN</td>
<td>Labor Title</td>
<td>Description</td>
<td>Minimum Years of Experience</td>
<td>Minimum Education Level</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------</td>
<td>--------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>in support of network procurement and development efforts. Interacts and negotiates with vendors, outsourcers, and contractors to secure network products and services. Quickly learn and adapt to business design and capacity needs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>132-51</td>
<td>Java Developer</td>
<td>Strong Object-Oriented development background. Java/J2ee, Struts or JSF, experience in JAVA development using Eclipse or similar tooling, experience in Spring, RESTFUL/SOAP Web services development, strong Java development skills, including Java, HTML, XML, JUNIT, familiarity with GitHub or equivalent source control repositories and Build Tools like GRADLE, experience in ORM frameworks like Hibernate or JPA. Strong knowledge on SQL, strong analytical and problem-solving skills, strong oral and written communication skills, ability to multi-task and manage changing priorities. Strong teamwork and interpersonal skills, ability to work independently and take initiative when solving unexpected problems, experience in test first development and pair/Mob programming.</td>
<td>1</td>
<td>Bachelor’s degree or related degree and/or appropriate certification</td>
</tr>
<tr>
<td>132-51</td>
<td>Software Developer</td>
<td>Creates systems and guides technical decisions for complex information systems. Performs engineering studies and provides senior technical mentoring to software engineers and junior technical personnel.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>132-51</td>
<td>SAP Analyst</td>
<td>The Consultant facilitates the implementation and support of SAP modules to enhance the clients' business functionality and overall performance, while maintaining a high degree of customer satisfaction. Design, configuration and testing in various SAP Modules: SD, MM, WM, HR, PS, PY. Analyze the current business processes and scenarios of the client and recommend/develop solutions to meet the clients need. Responsible primarily for successful implementation of SAP, providing functional expertise, guidance, presentation, and instruction on SAP products to clients. Carry out complex or novel assignments requiring the development of new or improved procedures. Develop and evaluate plans and criteria to be carried out by others; provides direction and leadership. Provide detailed knowledge of industry best practices. Manage or participate in SAP Business All-In-One implementations. Acts as liaison with client for troubleshooting: investigate, analyze, and solve software problems and map client business requirements, processes and objectives; develop necessary product modifications to satisfy clients' needs. Maintain a thorough knowledge of the organization and adheres to all organizational standards.</td>
<td>5</td>
<td>Bachelor’s Degree or related degree and/or appropriate certification</td>
</tr>
<tr>
<td>132-51</td>
<td>Software Systems Engineer</td>
<td>The Software System Engineer will be primarily responsible for training and support of word processing, spreadsheet, presentation and desktop publishing applications, user support and diagnosing and resolving end-user software problems. The incumbent will also analyze user needs and develop applications to support...</td>
<td>8</td>
<td>Bachelor’s Degree or related degree and/or appropriate certification</td>
</tr>
<tr>
<td>SIN</td>
<td>Labor Title</td>
<td>Description</td>
<td>Minimum Years of Experience</td>
<td>Minimum Education Level</td>
</tr>
<tr>
<td>------</td>
<td>---------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>132-51</td>
<td>IT Technician</td>
<td>these needs in a user-friendly manner. Provide day-to-day problem resolution answering software related questions, research and communicate more efficient way to utilize software, troubleshoot software related problems, install software, research documentation and contact technical support to resolve user software issues. Develop and deliver onsite training. Create and maintain user documentation. Determine broader instructional needs of departments and groups. Coordinate with vendors for external training. Develop instructional materials for specific software features used by the end-user. Develop and conduct new employee orientation. Create and implement assessment tools to determine individual skill levels. Develop and maintain macro and forms libraries. Assist Database Manager in implementation of applications and user support. Assist with special graphics and desktop publishing projects. Assist departments in designing publications, brochures and training manuals. Considerable working knowledge of the most current released version or the immediate predecessor of Microsoft Windows Server and Workstation operating systems such as Windows 2008/7/8.1/10. Good working knowledge of the most current released version or the immediate predecessor of Microsoft Office, related Microsoft Office automation products and Microsoft Exchange. Good experience in supporting PCs, laptops, tablets, smartphones in a TCP/IP environment. Good knowledge of internet browsers. Must have a friendly disposition and good customer service skills in order to clearly and effectively communicate technical situations to non-technical.</td>
<td>0</td>
<td>Associates Degree or related degree and/or appropriate certification</td>
</tr>
</tbody>
</table>