GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/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 is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is http://www.gsaadvantage.gov

SCHEDULE TITLE: Information Technology - IT Software and Services

FSC GROUP: MAS

CONTRACT NUMBER: 47QTCA19D005L

CONTRACT PERIOD: February 7, 2019 through February 7, 2024

For more information on ordering from Federal Supply go to this website: www.fss.gsa.gov

CONTRACTOR: Structured Solutions Incorporated
386 Rim Trail
Prescott, AZ 86303-4375
Phone number: (480) 650-1605
Fax number: (866) 323-5740
E-Mail: gary.arnold@ssitools.com

CONTRACTOR'S ADMINISTRATION SOURCE: Liz Arnold
386 Rim Trail
Prescott, AZ 86303-4375
Phone number: (480) 650-1605
Fax number: (866) 323-5740
E-Mail: liz.arnold@ssitools.com

WEBSITE: www.ssitools.com

BUSINESS SIZE: Small Business

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov
CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>SOFTWARE LICENSES—SUBJECT TO COOPERATIVE PURCHASING</td>
</tr>
<tr>
<td>54151S</td>
<td>INFORMATION TECHNOLOGY PROFESSIONAL SERVICES—SUBJECT TO COOPERATIVE PURCHASING</td>
</tr>
<tr>
<td>OLM</td>
<td>ORDER-LEVEL MATERIALS</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

See attached GSA Price List – Appendix B

1c. HOURLY RATES (Services only):

<table>
<thead>
<tr>
<th>SIN 54151S—IT Professional Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Applications Trainer, Microsoft Masters, MBA 10</td>
</tr>
<tr>
<td>Subject Matter Expert                 Masters, MBA 15</td>
</tr>
<tr>
<td>Senior Applications Trainer, SSI Tools for Microsoft Masters, MBA 10</td>
</tr>
<tr>
<td>Subject Matter Expert                 Masters, MBA 15</td>
</tr>
<tr>
<td>Project Management Software Implementation Expert Masters, MBA 10</td>
</tr>
<tr>
<td>Project Management Software Implementation Analyst Masters, MBA 5</td>
</tr>
</tbody>
</table>

2. MAXIMUM ORDER*: $500,000

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 48 states, Washington, DC, Puerto Rico, US Territories

5. POINT(S) OF PRODUCTION: Prescott, AZ, Yavapai County, USA
6. **DISCOUNT FROM LIST PRICES:** GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. **QUANTITY DISCOUNT(S):** Quantity Volume Discount for Products – See Q/V chart for details.

8. **PROMPT PAYMENT TERMS:** Net 30 Days

9. **FOREIGN ITEMS:** Not Applicable

10a. **TIME OF DELIVERY:** 30 Days Subject to Task Order

10b. **EXPEDITED DELIVERY:** Contact Contractor for Expedited Delivery

10c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Contractor.

10d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. **FOB POINT:** Destination

12a. **ORDERING ADDRESS:** Same as contractor

12b. **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

13. **PAYMENT ADDRESS:** Same as contractor

14. **WARRANTY PROVISION:** ONE (1) Year, Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

15. **EXPORT PACKING CHARGES:** Not Applicable

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** Not Applicable

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** Not Applicable

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** Not Applicable

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** Not Applicable

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** Not Applicable

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** Not Applicable

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** Not Applicable

22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** Not Applicable

22b. **Section 508 Compliance for Electronic and Information Technology (EIT):** Not Applicable
23. Unique Entity Identifier (UEI) number: LCG1YS8JBGJ5

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database. Cage Code: 57AX4

APPENDIX A – LABOR CATEGORY DESCRIPTION
APPENDIX B – GSA APPROVED PRICELIST
APPENDIX C – CRITICAL INFORMATION SPECIFIC TO SCHEDULE 70

APPENDIX A
Labor Category descriptions

<table>
<thead>
<tr>
<th>Title</th>
<th>Senior Applications Trainer, Microsoft Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>MBA/MA/MS degree in Engineering, Business, Finance, Management, Information Systems or another applicable field or BA/BS with at least 10 years directly related experience.</td>
</tr>
<tr>
<td>Qualifications / Experience</td>
<td>Must have ten (10) years of combined work experience as a Project Manager, Project Leader, Control Account Manager or Program Analyst using Microsoft Office applications with emphases on Microsoft Project. Work experience must include two (2) years facilitating classroom, online and one-on-one Microsoft Project application training. Must have knowledge of industry best practices for Project Scheduling and Earned Value Management.</td>
</tr>
<tr>
<td>Functional Responsibility</td>
<td>Develop or customize courseware, lesson plans and training curricula that is tailored to the needs of each unique client. Deliver applications training in a classroom or online environment according to the desired delivery method of the client. Provide one-on-one application training and guidance on the implementation Microsoft Project. Perform analysis of client and student feedback and implement continuous improvement of training products and course delivery. Maintain currency and expert knowledge of the following industry documents:</td>
</tr>
<tr>
<td></td>
<td>• GAO Schedule Assessment Guide: Best Practices for Project Schedules</td>
</tr>
<tr>
<td></td>
<td>• Planning and Scheduling Excellence Guide (PASEG)</td>
</tr>
<tr>
<td></td>
<td>• DCMA Data-Driven Earned Value Management System (EVMS) Compliance</td>
</tr>
<tr>
<td></td>
<td>• The Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861A</td>
</tr>
<tr>
<td></td>
<td>• Project Management Body of Knowledge (PMBOK)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Subject Matter Expert, Microsoft Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>MBA/MA/MS degree in Engineering, Business, Finance, Management, Information Systems or another applicable field or BA/BS with at least 15 years directly related experience.</td>
</tr>
<tr>
<td>Qualifications / Experience</td>
<td>Must have fifteen (15) years of combined work experience as a Project Manager, Project Leader, Control Account Manager or Program Analyst using Microsoft Office applications with emphases on Microsoft Project. Work experience must include five (5) years of leadership or management experience on projects with an ANSI/EIA 748 compliant Earned Value Management System requirement or an Integrated Master Plan/Integrated Master Schedule requirement (IMP/IMS). Must have knowledge of industry best practices for Project Scheduling and Earned Value Management.</td>
</tr>
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<td>Title</td>
<td><strong>Subject Matter Expert, Microsoft Project</strong></td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Functional Responsibility</td>
<td>Develop or customize implementation guides, desktop procedures, business processes and business rhythms that are tailored to the needs of each unique client. Provide subject matter expertise and guidance to teams or individuals on the implementation of best practices within the client’s industry and regulatory environment. Exercise independent judgment and a high level of analytical skill in determining the best approach to deploy and implement applications and equip its end users. Perform analysis of client feedback and implement continuous improvement of service delivery.</td>
</tr>
</tbody>
</table>
| Maintain currency and expert knowledge of the following industry documents: | - GAO Schedule Assessment Guide: Best Practices for Project Schedules  
- Planning and Scheduling Excellence Guide (PASEG)  
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<table>
<thead>
<tr>
<th>Title</th>
<th><strong>Senior Applications Trainer, SSI Tools for Microsoft Project</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>MBA/MA/MS degree in Engineering, Business, Finance, Management, Information Systems or another applicable field or BA/BS with at least 10 years directly related experience.</td>
</tr>
<tr>
<td>Qualifications / Experience</td>
<td>Must have ten (10) years of combined work experience as a Project Manager, Project Leader, Control Account Manager or Program Analyst using Microsoft Office applications with emphases on SSI Tools for Microsoft Project. Work experience must include two (2) years facilitating classroom, online and one-on-one SSI Tools for Microsoft Project application training. Must have knowledge of industry best practices for Project Scheduling, Earned Value Management, Schedule Risk Analysis and Multi-project (“plans within plans”) Management.</td>
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<tr>
<td>Functional Responsibility</td>
<td>Develop or customize courseware, lesson plans and training curricula that is tailored to the needs of each unique client. Deliver applications training in a classroom or online environment according to the desired delivery method of the client. Provide one-on-one application training and guidance on the implementation Microsoft Project. Perform analysis of client and student feedback and implement continuous improvement of training products and course delivery.</td>
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<tbody>
<tr>
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<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>Qualifications / Experience</td>
<td>Must have fifteen (15) years of combined work experience as a Project Manager, Project Leader, Control Account Manager or Program Analyst using Microsoft Office applications with emphases on Microsoft Project and SSI Tools for Microsoft Project. Work experience must include five (5) years of leadership or management experience on projects with an ANSI/EIA 748 compliant Earned Value Management System requirement or an Integrated Master Plan/Integrated Master Schedule requirement (IMP/IMS). Must have knowledge of industry best practices for Project Scheduling, Earned Value Management, Schedule Risk Analysis and Multi-project (“plans within plans”) Management.</td>
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</table>
| Functional Responsibility | Develop or customize implementation guides, desktop procedures, business processes and business rhythms that are tailored to the needs of each unique client. Provide subject matter expertise and guidance to teams or individuals on the implementation of best practices within the client’s industry and regulatory environment. Exercise independent judgment and a high level of analytical skill in determining the best approach to deploy and implement applications and equip its end users. Perform analysis of client feedback and implement continuous improvement of service delivery. Maintain currency and expert knowledge of the following industry documents:  
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- Project Management Body of Knowledge (PMBOK) |

<table>
<thead>
<tr>
<th>Title</th>
<th>Project Management Software Implementation Expert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>MBA/MA/MS degree in Engineering, Business, Finance, Management, Information Systems or another applicable field or BA/BS with at least 10 years directly related experience.</td>
</tr>
<tr>
<td>Qualifications / Experience</td>
<td>Must have ten (10) years of combined work experience as a Project Manager, Project Leader, Control Account Manager or Program Analyst using Project Management software applications such as Microsoft Project, Deltek MPM, Deltek Cobra, SSI Tools for Microsoft Project, Primavera P6 or Project Risk Analysis products. Work experience must include two (2) years of leadership or management experience on projects with an ANSI/EIA 748 compliant Earned Value Management System requirement or an Integrated Master Plan/Integrated Master Schedule requirement (IMP/IMS). Must have knowledge of industry best practices for Project Management.</td>
</tr>
</tbody>
</table>
### Title

**Project Management Software Implementation Expert**

**Functional Responsibility**
Provides assistance and surge support to teams implementing project management software applications. Conducts surveillance audits, independent quality checks and compliance reviews related to project management artifacts, proposal and contract deliverables. Performs Critical/Driving Path Analysis. Performs Root Cause Analysis of cost and schedule variances. Facilitates the development of Corrective Action Plans. Performs Schedule Risk Analysis (SRAs), Resource Over/Under utilization analysis and develops Summary Level Reports.

Maintain currency and expert knowledge of the following industry documents:
- GAO Schedule Assessment Guide: Best Practices for Project Schedules
- Planning and Scheduling Excellence Guide (PASEG)
- DCMA Data-Driven Earned Value Management System (EVMS) Compliance
- The Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861A
- Project Management Body of Knowledge (PMBOK)

### Title

**Project Management Software Implementation Analyst**

**Education**
MBA/MA/MS degree in Engineering, Business, Finance, Management, Information Systems or another applicable field or BA/BS with at least 5 years directly related experience.

**Qualifications / Experience**
Must have ten (5) years of combined work experience as a Project Manager, Project Leader, Control Account Manager or Program Analyst using Project Management software applications such as Microsoft Project, Deltek MPM, Deltek Cobra, SSI Tools for Microsoft Project, Primavera P6 or Project Risk Analysis products. Work experience must include two (2) years of leadership or management experience on projects with an ANSI/EIA 748 compliant Earned Value Management System requirement or an Integrated Master Plan/Integrated Master Schedule requirement (IMP/IMS). Must have knowledge of industry best practices for Project Management.

**Functional Responsibility**
Provides assistance and surge support to teams implementing project management software applications. Conducts surveillance audits, independent quality checks and compliance reviews of project management artifacts and contract deliverables.

Maintain currency and expert knowledge of the following industry documents:
- GAO Schedule Assessment Guide: Best Practices for Project Schedules
- Planning and Scheduling Excellence Guide (PASEG)
- DCMA Data-Driven Earned Value Management System (EVMS) Compliance
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- Project Management Body of Knowledge (PMBOK)

### APPENDIX B

**GSA AUTHORIZED PRICELIST**

**511210 SOFTWARE LICENSES– SUBJECT TO COOPERATIVE PURCHASING**

<table>
<thead>
<tr>
<th>SIN</th>
<th>MANUFACTURER NAME</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA OFFER PRICE (inclusive of the .75% IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIN</td>
<td>MANUFACTURER NAME</td>
<td>PRODUCT NAME</td>
<td>PRODUCT DESCRIPTION</td>
<td>GSA OFFER PRICE (inclusive of the .75% IFF)</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Basic Package</td>
<td>License for 1 end user</td>
<td>$733.00</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Enhanced Package</td>
<td>License for 2 end users</td>
<td>$1,221.66</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Basic Package</td>
<td>License for 1 end user</td>
<td>$733.00</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Enhanced Package</td>
<td>License for 3 end users</td>
<td>$1,221.66</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Enhanced Package</td>
<td>License for 1 end user</td>
<td>$1,221.66</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Basic Package</td>
<td>License for 1 end user</td>
<td>$733.00</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Upgrade from Basic to Enhanced</td>
<td>SW License Upgrade Basic to Enhanced</td>
<td>$586.40</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Enhanced Package</td>
<td>License for 1 end user</td>
<td>$1,221.66</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Basic Package</td>
<td>License for 1 end user</td>
<td>$733.00</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Basic Package</td>
<td>License for 2 end users</td>
<td>$733.00</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Basic Package</td>
<td>License for 5 end users</td>
<td>$610.83</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Basic Package</td>
<td>License for 2 end users</td>
<td>$586.40</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Basic Package</td>
<td>License for 1 end user</td>
<td>$733.00</td>
</tr>
</tbody>
</table>

**PERPETUAL SOFTWARE LICENSE - SUBJECT TO COOPERATIVE PURCHASING**

<table>
<thead>
<tr>
<th>SIN</th>
<th>MANUFACTURER NAME</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA OFFER PRICE (inclusive of the .75% IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Enhanced Package</td>
<td>Maintenance &amp; Support for 1 end user</td>
<td>$244.33</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Basic Package</td>
<td>Maintenance &amp; Support for 2 end users</td>
<td>$183.25</td>
</tr>
<tr>
<td>Code</td>
<td>Company</td>
<td>Description</td>
<td>Support Details</td>
<td>Price</td>
</tr>
<tr>
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<td>----------------------------------------------</td>
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</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Enhanced Package</td>
<td>Maintenance &amp; Support for 2 end users</td>
<td>$305.42</td>
</tr>
<tr>
<td>511210</td>
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<td>M&amp;S for SSI Tools for Microsoft Project Basic Package 2</td>
<td>Maintenance &amp; Support for 2 end users</td>
<td>$183.25</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Basic Package 3</td>
<td>Maintenance &amp; Support for 3 end users</td>
<td>$153.93</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Basic Package 1</td>
<td>Maintenance &amp; Support for 1 end user</td>
<td>$183.25</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Basic Package</td>
<td>Maintenance &amp; Support for 1 end user</td>
<td>$183.25</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Enhanced Package</td>
<td>Maintenance &amp; Support for 3 end users</td>
<td>$244.33</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>SSI Tools for Microsoft Project Upgrade from Basic to Enhanced</td>
<td>SW License Upgrade Basic to Enhanced</td>
<td>$586.40</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Enhanced Package</td>
<td>Maintenance &amp; Support for 1 end user</td>
<td>$244.33</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Basic Package</td>
<td>Maintenance &amp; Support for 1 end user</td>
<td>$183.25</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Basic Package</td>
<td>Maintenance &amp; Support for 10 end users</td>
<td>$146.60</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Site License</td>
<td>Maintenance &amp; Support for site license</td>
<td>$14,659.95</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Site License</td>
<td>Maintenance &amp; Support for site license</td>
<td>$5,497.48</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
<td>M&amp;S for SSI Tools for Microsoft Project Basic Package</td>
<td>Maintenance &amp; Support for 2 end users</td>
<td>$183.25</td>
</tr>
<tr>
<td>511210</td>
<td>Structure Solutions, Inc.</td>
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<td>$183.25</td>
</tr>
</tbody>
</table>

Quantity/Volume Discounts
<table>
<thead>
<tr>
<th>Quantity</th>
<th>List Price for End User License</th>
<th>Discount%</th>
<th>Price After Discount</th>
<th>Optional Maintenance &amp; Support List Price</th>
<th>Discount%</th>
<th>Price After Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>$12,500.00</td>
<td>43%</td>
<td>$7,125.00</td>
<td>$3,125.00</td>
<td>43%</td>
<td>$1,781.25</td>
</tr>
<tr>
<td>25</td>
<td>$31,250.00</td>
<td>55%</td>
<td>$14,062.50</td>
<td>$7,812.50</td>
<td>55%</td>
<td>$3,515.63</td>
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<tr>
<td>50</td>
<td>$62,500.00</td>
<td>63%</td>
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**SIN 54151S – IT Professional Services**

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APPENDIX C

CRITICAL INFORMATION SPECIFIC TO SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO TERM AND PERPETUAL SOFTWARE LICENSES AND MAINTENANCE (SPECIAL ITEM NUMBER 511210)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a) Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

TERMS AND CONDITIONS OF SALE AND SERVICE

Network Innovations, Inc., its affiliates, shareholders, board, officers, employees, agents and representatives (NII) do not warrant any software, hardware or other products or services provided to customer or any other party. NII will provide its services and assistance in a reasonably professional and workmanlike manner and will reasonably assist its customers in dealing with the manufacturers of software, hardware and other products or services from which customers seeks warranty or other assistance. Customer understands and accepts that customer’s sole source of remedy for errors, malfunctions or defects in software, hardware or other products or services provided to customer shall be the manufacturer or producer of the same. AS TO SOFTWARE, HARDWARE OR OTHER PRODUCTS OR SERVICES, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NII BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE SOFTWARE, HARDWARE OR OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER.

IN NO EVENT SHALL NII BE LIABLE, TO CUSTOMER OR ANY OTHER PARTY, FOR ANY INTERRUPTION OF SERVICE, BUSINESS OR OPERATIONS OR ANY LOST REVENUE, GOODWILL, DATA, PROFITS, OPPORTUNITY, INFORMATION OR OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF NII HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES.

Errors, malfunctions or defects in software or hardware can cause a significant loss of data. It is solely the customer’s responsibility to maintain adequate backup procedures to assist in protecting against such loss.
Customer assumes all responsibility for ensuring that all software, hardware or other products or services are used, maintained and operated in conformity with all federal, state, and local laws, statutes, rules and regulations regarding, but not limited to, patents, copy rights, trademarks, service marks, registration and licenses. Customer warrants customer’s full compliance hereof.

Customer assumes all responsibility for any misuse, modification, adaptation, installation, registration, licensing, maintenance and updates related to the software, hardware or other products hereunder.

Any returned merchandise, whether hardware or software, which is returned to NII must be returned in a condition which NII's supplier of the same will accept in a return. All merchandise, whether hardware or software, which is returned to NII shall be subject to a restocking fee equal to 15% of the invoiced cost of such merchandise. No refund of service related fees will be made. Customer assumes all responsibility for returned merchandise should NII's supplier elect not to accept such merchandise for return through NII and customer waives all claims to refunds in such event and agrees to accept back and fully pay for the merchandise.

In the event customer does not prevail in any dispute regarding software, hardware or other products or services or the collection of any amounts billed to customer for the same, customer agrees to pay all of NII’s costs of defense, prosecution or collection, including, but not limited to, reasonable attorney’s fees, filing fees, court costs and related expenses, plus interest at the rate of 1-1/2 percent per each 30 day period or part thereof.

Waiver by NII of any provision hereunder or of any breach by customer shall be a waiver of only said specific provision or breach and shall not be deemed a waiver of any other provision or any future breach hereof. Any such claim of waiver shall only be effective when reduced to a writing signed by an officer of NII.

b) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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

4. TECHNICAL SERVICES

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

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

5. SOFTWARE MAINTENANCE

a) Software maintenance as it is defined: (select software maintenance type) :

(1) _____ Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help
libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self- diagnostics.
Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.
Software Maintenance as a product is billed at the time of purchase

(2) Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to- person communications regardless of the medium used to communicate: telephone support, on- line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

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

b) Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

**The phrase, “Term Licenses and/or Maintenance” in the preceding paragraphs may need to be revised in order to be consistent with the Offeror’s proposal; e.g., if only software maintenance is offered, all references to “term licenses” should be deleted from the preceding paragraphs.**

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

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

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

d) The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

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

**Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.**

b) The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210)

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

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

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

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

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

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

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

10. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.
**The phrase, “Information Technology (IT) Professional Services 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.****

1. **SCOPE**
   
   c) The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

   d) 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.

   
   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. 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

6. **INSPECTION OF SERVICES**


7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151SIT 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.

C 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