



Computer Solutions East
Business Technology Simplified

CSE GSA Catalog

GSA FSS Price List

05/13/2019

Presented By:

CSE Government Team

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GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION 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 is available through GSA Advantage! a menu-driven database system. The INTERNET address for GSA Advantage! is <http://www.gsaadvantage.gov>

Federal Supply Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services Special Item No.:

- 132-32 Term Software License
- 132-33 Perpetual Software License
- 132-34 Maintenance of Software as a Service
- 132-40 Cloud Computing Services
- 132-51 Information Technology Professional Services

CONTRACT NUMBER: 47QTCA19D00B5
CONTRACT PERIOD: 05/02/2019 and ends 05/01/2024



CONTRACTOR CONTACT INFORMATION

Contractor	Computer Solutions East, Inc.
Address	481 Main Street, Suite 100 New Rochelle, NY 10801
Phone	(914) 355-9541
Website	https://www.computersolutionseast.com

Contractor's Point of Contact for Contract Administration	
Point of Contact	Luke D. Celente
Designation	Sales President
Address	481 Main Street, Suite 100 New Rochelle, NY 10801
Phone	(914) 355-5800 ext. 111
Email	government@computersolutionseast.com
Website	https://www.computersolutionseast.com

Business Size	Small Business
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CONTRACT INFORMATION

1. Primary Contract Information:

a. Table of Awarded Special Item Numbers (SINs)

- i. 132-32 Term Software License
- ii. 132-33 Perpetual Software License
- iii. 132-34 Maintenance of Software as a Services
- iv. 132-40 Cloud Computing Services
- v. 132-51 Information Technology Professional Services

b. Lowest Priced Model Number and Price for Each Awarded SIN

See Appendix A

c. Hourly Rates (Services Only)

See Appendix A

2. Maximum Order Threshold:

Special Item Number (SIN)	Threshold
132-32	\$500,000
132-33	\$500,000
132-34	\$500,000
132-40	\$500,000
132-51	\$500,000

3. Minimum Order Threshold:

\$100.00

4. Geographical Coverage

50 States

5. Point(s) of Production

Not Applicable

6. Discount from Best Market Rate:

GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.

7. Quantity Discounts:

None

8. Prompt Payment Terms:

None



9. Government Purchase Cards Acceptability

a. Below micro-purchase threshold:

Government Purchase Cards will be accepted at or below the micro-purchase threshold.

b. Above micro-purchase threshold:

Government Purchase Cards will not be accepted above the micro-purchase threshold.

10. Foreign Items:

None

11. Delivery Details:

a. Time of Delivery

Determined at Task-Level

b. Expedited Delivery

Determined at Task-Level

c. Overnight and 2-Day Delivery

Determined at Task-Level

d. 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.

12. FOB Point:

Destination

13. Ordering Contact:

a. Ordering Address:

Computer Solutions East, Inc.
481 Main Street, Suite 100
New Rochelle, NY 10801-6324

b. Ordering Procedures:

Ordering Activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 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 be found at the GSA/FSS Schedule Homepage (www.fss.gsa.gov/schedules).

14. Permanent Address

Computer Solutions East, Inc.
481 Main Street, Suite 100
New Rochelle, NY 10801-6324





15. Warranty Provision

Standard Commercial

16. Export Packaging Charges

None

17. Terms and Conditions of Government Purchase Card acceptance:

We accept the Terms and Conditions of Government Purchase Card

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

21. Terms and Conditions for Any Other Services (if applicable):

Not Applicable

22. List of Service and Distribution Points (if applicable):

Not Applicable

23. List of Participating Dealers (if applicable):

Not Applicable

24. Preventative Maintenance (if applicable):

Not Applicable

25. Environmental Attributes and Related Compliances:

- a. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

Not Applicable

- b. Section 508 Compliance for Electronic and Information Technology (EIT)

Compliant. The EIT Standards can be found at: <http://www.section508.gov>.

26. DUNS Number

16-6903521

27. Notification Regarding Registration in System for Award Management (SAM) Database:

Contractor has an active registration in the System for Award Management (SAM) Database.

APPENDIX A

GSA Pricing with IFF

	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
132 51 – Information Technology Professional Services						
1.	IT Project Manager	\$220.40	\$225.91	\$231.56	\$237.35	\$243.28
2.	Network Administrator	\$176.32	\$180.73	\$185.25	\$189.88	\$194.63
3.	IT Systems Analyst	\$154.28	\$158.14	\$162.09	\$166.14	\$170.30
4.	IT Systems Engineer	\$154.28	\$158.14	\$162.09	\$166.14	\$170.30
5.	IT Senior Systems Engineer	\$176.32	\$180.73	\$185.25	\$189.88	\$194.63
6.	Systems Administrator	\$154.28	\$158.14	\$162.09	\$166.14	\$170.30
7.	Senior Systems Administrator	\$176.32	\$180.73	\$185.25	\$189.88	\$194.63
8.	Office 365 Consultant	\$132.24	\$135.55	\$138.94	\$142.41	\$145.97
9.	Office 365 Support Engineer	\$132.24	\$135.55	\$138.94	\$142.41	\$145.97
10.	Dynamics 365 Project Manager	\$220.40	\$225.91	\$231.56	\$237.35	\$243.28
11.	Dynamics 365 Consultant	\$198.36	\$203.32	\$208.40	\$213.61	\$218.96
12.	Dynamics 365 Developer / Programmer	\$176.32	\$180.73	\$185.25	\$189.88	\$194.63



APPENDIX B

Labor Category Definitions

	Labor Category	Minimum Education	Minimum Experience	Daily Job Duties
1	IT Project Manager	Bachelor's	8	Manages small and medium projects of moderate complexity. Responsible for ensuring acceptable cost, schedule and risk of project. Leads project team, and ensures timely and cost effective accomplishment of tasks and goals. Accountable for results to customers and company principal.
2	Network Administrator	Bachelor's	3	Perform basic network administration and troubleshooting duties for networking hardware including routers, switches, hubs, gateways, access points, network interface cards, networking cables, network bridges, modems, ISDN adapters, firewalls and other related network hardware. Must have firm grasp and knowledge of fiber and copper-based Ethernet technologies, capabilities and cabling and their connectivity to local and wide area networks. Work with customers and distant-end locations as directed to plan, install, configure and maintain communications system circuits. Propose network designs, schedule installations and schedule network maintenance with customers.
3	IT Systems Analyst	Bachelor's	1	Must have at least 1 year of relevant experience working in such areas as systems troubleshooting, analysis, systems design, functional requirements analysis, testing, systems implementation, architectural design and infrastructure or systems operation and maintenance.
4	IT Systems Engineer	Bachelor's	3	Performs integration of moderately complex medium-to small-scale hardware, software, and system architecture components to ensure reliable and sustainable operation of the technology solution. Develops system setup and installation instructions and preventative and corrective maintenance procedures for the technology solution.
5	IT Senior Systems Engineer	Bachelor's	8	Develops technical solutions for large-scale system hardware, software, and complex system interfaces. Identifies technical standards. Develops system requirements and program specifications for complex technology solutions.



	Labor Category	Minimum Education	Minimum Experience	Daily Job Duties
6	Systems Administrator	Bachelor's	3	Perform all of the Systems Administrator duties. Able to integrate new technologies into new and existing systems, including the transition and migration of corporate systems. Participate in the isolation and resolution of complex hardware and software problems involving system applications, operating systems, hardware, communications infrastructure, or any combination thereof. Systems Administrators shall have all applicable operating systems certifications required for the server and storage hardware that is part of the current operational baseline.
7	Senior Systems Administrator	Bachelor's	5	Oversees and manages the day to day configuration and operation of Information Systems, including integration of new technologies into new and existing systems and the transition and migration of corporate systems. Provides high level technical expertise and supervision for the isolation and resolution implementation of complex hardware and software problems involving the application, the operating system, the hardware, the communications infrastructure, or any combination thereof. Senior Systems Administrators may supervise the hardware and software maintenance personnel and activities. Must possess all applicable operating systems certifications required for the server and storage hardware that is part of the current operational baseline.
8	Office 365 Consultant	Bachelor's	3	Work with customer to build an optimal Office 365 Productivity Solution. Work with Office 365 Support team to Deploy, Configure, Maintain and Troubleshoot Office 365. Discuss and document Office 365 Project Viability as against customer expectations. Oversee deployment and configuration of Microsoft Office 365 Solutions.





	Labor Category	Minimum Education	Minimum Experience	Daily Job Duties
9	Office 365 Support Engineer	Bachelor's	1	<p>Design and implement migrations to Exchange Online from source environments other than Exchange (i.e. Gmail, Yahoo etc.)</p> <p>Analyze customer needs, document requirements, and design technical solutions. Design and implement Office 365 and related technologies including but not limited to, Exchange Online, Exchange Server, Skype for Business Online, Active Directory and Active Directory Federation Services (ADFS), Active Directory Synchronization, SharePoint, OneDrive for Business and Azure AD. Serve as the technical lead and subject matter expert on projects and being accountable for the outcome of the project. Work with sales team in identifying and closing opportunities through customer meetings and presentations Assist in training end-users during all upgrade phases. Must be able to lead technical meetings and discussions.</p>
10	Dynamics 365 Project Manager	Bachelor's	5	<p>Collaborate and lead complex cross-capability projects and integrated Dynamics 365 Project management. Lead client discussions on Dynamics 365 project plans to ensure client understands project flow and due dates needed in order to meet end goals. Produce top-down and bottom-up scopes, project schedules, resource plans and risk & change management plans, utilizing appropriate tools. Participate in new business Dynamics 365 RFI or RFP requests when necessary. Begin management, leadership, and effective communication trainings. Contribute to proper Dynamics 365 training and onboarding processes for new team members. Sets goals for yourself and may manage multiple direct reports to set goals and conduct regular reviews. Setting up Dynamics 365 projects and programs for success (right team, properly planned, client alignment). Keeping clients and internal teams moving in the same direction. Effectively handling risk, escalating when needed and assisting the team in resolution. Contributing to the development of methodologies, standards and best practices to streamline processes and create efficiencies for the Dynamics 365 Project Management capability and train team members when applicable. Experiencing something new every day</p>





	Labor Category	Minimum Education	Minimum Experience	Daily Job Duties
11	Dynamics 365 Consultant	Bachelor's	2	<p>Oversee Development of assigned Dynamics 365 Implementation Projects. Consult customers covering all aspects; including presales and supporting the sales team, product demonstrations, analysis, implementation and training of end users utilizing primarily Dynamics 365 or earlier Dynamics versions such as 2016 and 2015. Business and process analysis. Documenting 'as-is' and 'to-be' within accurate and detailed scoping documents. Liaising with developers and clients – act as a point of communication. Quality Assurance & Documentation. Investigate and resolve reported application issues, tasks, and escalations. Follow established guidelines and industry best practices to resolve customer issues. Create tools to assist in increasing productivity and troubleshooting incidents. Effectively communicate timely and consistent updates to both internal and external customers. Establish rapport, gain and maintain credibility with diverse audiences. Approve and/or create Client Services documentation, including Knowledge Base articles. Assistance/participation in Campus Management's annual User's Conference. Build and maintain knowledge of the database structure, configuration files, integrations and business flows to assist with issue investigation and resolution. Input on workflows, process improvements, and ongoing training. Escalate issues to management as appropriate. Working with cross-functional managers within the company to develop feedback mechanisms for problems, causes, and resolutions. Department liaison responsible for collaboration and customer satisfaction initiatives with other departments including Development, Product Management, Professional Services, and Cloud.</p> <p>Delegate tasks and responsibilities to appropriate personnel. Oversight and execution of projects, department related duties, and customer deliverables as assigned.</p>





	Labor Category	Minimum Education	Minimum Experience	Daily Job Duties
12	Dynamics 365 Developer / Programmer	Bachelor's	1	Interact closely with Integration analyst/ architects to understand software requirements and design solutions. Assist Integration Architects with providing estimates for Integration Solutions. Provide development support and assistance for customer escalations and issues, including off-hours. Multi-task many projects effectively. Responsible for quality and accountability of deliverables. Prioritize and schedule assignments to meet team deadlines and goals. Develop new functionality on our existing software products. Share knowledge through knowledge-sharing presentations. Participate in a small, experienced, energetic team on a rapid development schedule. Design, develop and maintain software on .NET platform. Should be comfortable with direct communication with all levels of technical and business resources. Must be able to interact well with multiple priorities in an extremely dynamic environment, initiating necessary tasks and ensuring complete follow up. All other responsibilities as assigned



Price Lists

132-32 | Term Software License Price List

Resource	GSA Rate Year 1
Annual Subscriptions ADOBE 12MO	\$179.43
Cloud Subscriptions: Dynamics 365 for Customer Service Professional	\$49.87
Cloud Subscriptions: Dynamics 365 for Marketing Addnl Contacts Tier 2	\$1,496.22
Cloud Subscriptions: Dynamics 365 for Marketing Addnl Contacts Tier 3	\$1,246.85
Cloud Subscriptions: Dynamics 365 for Marketing Addnl Contacts Tier 4	\$748.11
Cloud Subscriptions: Dynamics 365 for Marketing Addnl Contacts Tier 5	\$498.74
Cloud Subscriptions: Dynamics 365 for Talent Comprehensive Hiring Add-On Tier 2	\$149.62
Cloud Subscriptions: Dynamics 365 for Talent Comprehensive Hiring Add-On Tier 3	\$99.75
Cloud Subscriptions: Dynamics 365 Layout	\$94.76
Cloud Subscriptions: Dynamics 365 Operations Order Lines Add-On	\$498.74
Cloud Subscriptions: Dynamics 365 Remote Assist	\$64.84
Cloud Subscriptions: Dynamics 365 Team Members	\$7.98
Cloud Subscriptions: Office 365 Data Loss Prevention	\$2.99
Cloud Subscriptions: Dynamics 365 Ent Edition Plan - Operations Addnl Database Storage	\$39.90
Cloud Subscriptions: Dynamics 365 for Operations, Enterprise Edition - Additional Database Storage	\$39.90
Cloud Subscriptions: Windows 10 Enterprise E3	\$6.98
Cloud Subscriptions: Dynamics 365 Enterprise Edition - Additional Non-Production Instance	\$149.62
Cloud Subscriptions: Dynamics 365 Enterprise Edition - Additional Production Instance	\$548.61
Cloud Subscriptions: Dynamics 365 for Team Members Enterprise Edition	\$7.98
Cloud Subscriptions: Microsoft Azure Multi-Factor Authentication	\$1.40
Cloud Subscriptions: Advanced eDiscovery Storage	\$99.75
Cloud Subscriptions: Audio Conferencing	\$3.99
Cloud Subscriptions: Azure Active Directory Basic	\$1.00
Cloud Subscriptions: Azure Active Directory Premium P1	\$5.98
Cloud Subscriptions: Azure Active Directory Premium P2	\$8.98
Cloud Subscriptions: Azure Advanced Threat Protection for Users	\$5.49





Resource	GSA Rate Year 1
Cloud Subscriptions: Azure Information Protection Plan 1	\$1.99
Cloud Subscriptions: Azure Information Protection Premium P2	\$4.99
Cloud Subscriptions: Domestic and International Calling Plan	\$23.94
Cloud Subscriptions: Domestic Calling Plan	\$11.97
Cloud Subscriptions: Domestic Calling Plan (120 min)	\$5.98
Cloud Subscriptions: Dyn365 for Operations Activity, Enterprise Edition	\$49.87
Cloud Subscriptions: Dynamics 365 Business Central Essential	\$69.82
Cloud Subscriptions: Dynamics 365 Business Central Premium	\$99.75
Cloud Subscriptions: Dynamics 365 Business Central Team Member	\$7.98
Cloud Subscriptions: Dynamics 365 Ent Edition Cust Eng Plan - Add-On for CRM Pro (Qualified Offer)	\$49.57
Cloud Subscriptions: Dynamics 365 Ent edition Cust Eng Plan - Tier 1 (1-99 users)	\$114.71
Cloud Subscriptions: Dynamics 365 Ent Edition Cust Eng Plan - Tier 2 (100-249 Users)	\$89.77
Cloud Subscriptions: Dynamics 365 Ent Edition Cust Eng Plan - Tier 3 (250-499 Users)	\$79.80
Cloud Subscriptions: Dynamics 365 Ent Edition Cust Eng Plan - Tier 4 (500-999 Users)	\$69.82
Cloud Subscriptions: Dynamics 365 Ent Edition Cust Eng Plan - Tier 5 (1000+ Users)	\$59.85
Cloud Subscriptions: Dynamics 365 Ent Edition Plan	\$209.47
Cloud Subscriptions: Dynamics 365 Ent Edition Plan	\$209.47
Cloud Subscriptions: Dynamics 365 Ent Edition Plan - Operations Addnl File Storage	\$1.00
Cloud Subscriptions: Dynamics 365 Ent Edition Plan - Operations Sandbox Tier 1:Developer & Test Instance	\$423.93
Cloud Subscriptions: Dynamics 365 Ent Edition Plan - Operations Sandbox Tier 2:Standard Acceptance Testing	\$1,346.60
Cloud Subscriptions: Dynamics 365 Ent Edition Plan - Operations Sandbox Tier 3:Premier Acceptance Testing	\$4,039.80
Cloud Subscriptions: Dynamics 365 Ent Edition Plan - Operations Sandbox Tier 4:Standard Performance Testing	\$7,880.10
Cloud Subscriptions: Dynamics 365 Ent Edition Plan - Operations Sandbox Tier 5:Premier Performance Testing	\$11,969.77
Cloud Subscriptions: Dynamics 365 Enterprise Edition - Additional Portal	\$498.74
Cloud Subscriptions: Dynamics 365 Enterprise Edition - Additional Portal Page Views	\$49.87
Cloud Subscriptions: Dynamics 365 for Customer Service, Enterprise Edition	\$94.76
Cloud Subscriptions: Dynamics 365 for Customer Service, Enterprise Edition Device	\$144.63
Dynamics 365 for Customer Service, Enterprise Edition Qualified Offer for CRMOL Pro Add-On to O365 Users	\$58.35





Resource	GSA Rate Year 1
Dynamics 365 for Field Service, Enterprise Edition	\$94.76
Dynamics 365 for Field Service, Enterprise Edition - Resource Scheduling Optimization	\$29.92
Dynamics 365 for Field Service, Enterprise Edition Device	\$144.63
Dynamics 365 for Marketing	\$1,496.22
Dynamics 365 for Marketing - Additional Application	\$498.74
Dynamics 365 for Marketing Addnl Contacts Tier 1	\$249.37
Dynamics 365 for Marketing Addnl Contacts Tier 1 for CE Plan	\$598.49
Dynamics 365 for Marketing Attach	\$748.11
Dynamics 365 for Operations, Enterprise Edition - Additional File Storage	\$1.00
Dynamics 365 for Operations, Enterprise Edition - Sandbox Tier 1:Developer & Test Instance	\$423.93
Dynamics 365 for Operations, Enterprise Edition - Sandbox Tier 4:Standard Performance Testing	\$7,880.10
Dynamics 365 for Operations, Enterprise Edition - Sandbox Tier 5:Premier Performance Testing	\$11,969.77
Dynamics 365 for Operations, Enterprise Edition Device	\$74.81
Dynamics 365 for Project Service Automation, Enterprise Edition	\$94.76
Dynamics 365 for Retail, Enterprise Edition	\$169.57
Dynamics 365 for Sales Enterprise Edition	\$94.76
Dynamics 365 for Sales Enterprise Edition Device	\$144.63
Dynamics 365 for Sales Professional	\$64.84
Dynamics 365 for Talent, Enterprise Edition	\$39.90
Dynamics 365 for Unf Ops Plan, Ent Edition	\$189.52
Enterprise Mobility + Security E3	\$8.78
Enterprise Mobility + Security E5	\$14.76
Exchange Online (Plan 1)	\$3.99
Exchange Online Archiving (EOA) for Exchange Server	\$2.99
Exchange Online Archiving for Exchange Online	\$2.99
Exchange Online Kiosk	\$1.99
Exchange Online Protection	\$1.00
Microsoft 365 Business	\$19.95





Resource	GSA Rate Year 1
Microsoft 365 E3	\$31.92
Microsoft 365 E5	\$57.36
Microsoft 365 E5 without Audio Conferencing	\$56.86
Microsoft 365 F1	\$9.97
Microsoft Cloud App Security	\$3.49
Microsoft Intune	\$5.98
Microsoft Intune Device	\$8.98
Microsoft Intune™ Extra Storage	\$2.49
Microsoft MyAnalytics	\$3.99
Microsoft PowerApps Plan 1	\$6.98
Microsoft PowerApps Plan 2	\$39.90
Microsoft Stream Plan 2 for Office 365 Add-On	\$1.99
Microsoft Stream Storage Add-On (500 GB)	\$99.75
Office 365 Advanced Compliance	\$7.98
Office 365 Advanced Threat Protection	\$1.99
Office 365 Business	\$8.28
Office 365 Business Essentials	\$4.99
Office 365 Business Premium	\$12.47
Office 365 Business Premium India	\$12.47
Office 365 Cloud App Security	\$2.99
Office 365 Enterprise E1	\$7.98
Office 365 Enterprise E3	\$19.95
Office 365 Enterprise E5	\$34.91
Office 365 Enterprise E5 without Audio Conferencing	\$34.91
Office 365 Enterprise E5 without PSTN Conferencing Trial	\$0.00
Office 365 Extra File Storage	\$0.20
Office 365 F1	\$3.99
Office 365 ProPlus	\$11.97
Office 365 Threat Intelligence	\$7.98





Resource	GSA Rate Year 1
OneDrive for Business (Plan 1)	\$4.99
OneDrive for Business (Plan 2)	\$9.97
Phone System	\$7.98
Power BI Premium P1	\$4,982.42
Power BI Premium P2	\$9,969.82
Power BI Premium P3	\$19,944.63
Project Online Essentials	\$6.98
Project Online Premium	\$54.86
Project Online Professional	\$29.92
SharePoint Online (Plan 1)	\$4.99
SharePoint Online (Plan 2)	\$9.97
Skype for Business Online (Plan 1)	\$1.99
Skype for Business Online (Plan 2)	\$5.49
Skype for Business Plus CAL	\$1.99
Visio Online Plan 1	\$4.99
Visio Online Plan 2	\$14.96
SYMANTEC ENDPOINT CORP SEP-NEW-1-25 ENDPOINT LICENSE	\$29.92
SYMANTEC SUPPORT/MAINTENANCE SEP-SUP-1-25 ENDPOINT SECURITY LICENSE	\$23.94
VERITAS BACKUPEX NEW BE V-RAY ED WIN 1 CPU ONPREM STD + ESS MNT BNDL INIT 12MO CORP	\$1,226.90



132-33 | Perpetual Software License

Resource	GSA Rate Year 1
Access SNGL LicSAPk OLP NL	\$225.43
BztlkSvrEnt SNGL LicSAPk OLP 2Lic NL CoreLic Qlfd	\$33,086.45
BztlkSvrStd SNGL LicSAPk OLP 2Lic NL CoreLic Qlfd	\$7,585.84
Dyn365ForCustmrSrvc SNGL LicSAPk OLP NL DvcCAL Qlfd	\$3,666.74
Dyn365ForCustmrSrvc SNGL LicSAPk OLP NL QlfdOffer UsrCAL fromCRMBsc	\$904.72
Dyn365ForCustmrSrvc SNGL LicSAPk OLP NL QlfdOffer UsrCAL fromCRMPro	\$1,467.29
Dyn365ForCustmrSrvc SNGL LicSAPk OLP NL UsrCAL Qlfd	\$2,444.83
Dyn365ForSales SNGL LicSAPk OLP NL DvcCAL Qlfd	\$3,666.74
Dyn365ForSales SNGL LicSAPk OLP NL QlfdOffer UsrCAL fromCRMBsc	\$904.72
Dyn365ForSales SNGL LicSAPk OLP NL QlfdOffer UsrCAL fromCRMPro	\$1,467.29
Dyn365ForSales SNGL LicSAPk OLP NL UsrCAL Qlfd	\$2,444.83
Dyn365ForTeamMembers SNGL LicSAPk OLP NL DvcCAL Qlfd	\$294.26
Dyn365ForTeamMembers SNGL LicSAPk OLP NL QlfdOffer UsrCAL fromCRMEssntls	\$152.61
Dyn365ForTeamMembers SNGL LicSAPk OLP NL UsrCAL Qlfd	\$195.51
Excel SNGL LicSAPk OLP NL	\$225.43
ExcelMac SNGL LicSAPk OLP NL	\$225.43
ExchgEntCAL SNGL LicSAPk OLP NL DvcCAL woSrvcs	\$68.83
ExchgEntCAL SNGL LicSAPk OLP NL UsrCAL woSrvcs	\$88.78
ExchgSvrEnt SNGL LicSAPk OLP NL	\$6,667.16
ExchgSvrStd SNGL LicSAPk OLP NL	\$1,166.06
ExchgStdCAL SNGL LicSAPk OLP NL DvcCAL	\$112.72
ExchgStdCAL SNGL LicSAPk OLP NL UsrCAL	\$145.63
IdentityMgrCAL SNGL LicSAPk OLP NL UsrCAL	\$26.93
IdentityMgrExtConn SNGL LicSAPk OLP NL Qlfd	\$27,386.84
MSDNPltfrms ALNG LicSAPk OLP NL Qlfd	\$2,409.91
OfficeMacStd SNGL LicSAPk OLP NL	\$646.37
OfficeProPlus SNGL LicSAPk OLP NL	\$881.77
OfficeStd SNGL LicSAPk OLP NL	\$646.37





Resource	GSA Rate Year 1
Outlk SNGL LicSAPk OLP NL	\$225.43
OutlkMac SNGL LicSAPk OLP NL	\$225.43
PwrPoint SNGL LicSAPk OLP NL	\$225.43
PwrPointMac SNGL LicSAPk OLP NL	\$225.43
Prjct SNGL LicSAPk OLP NL	\$971.55
PrjctPro SNGL LicSAPk OLP NL w1PrjctSvrCAL	\$1,629.88
PrjctSvr SNGL LicSAPk OLP NL	\$9,324.45
PrjctSvrCAL SNGL LicSAPk OLP NL DvcCAL	\$278.30
PrjctSvrCAL SNGL LicSAPk OLP NL UsrCAL	\$362.09
Pblshr SNGL LicSAPk OLP NL	\$225.43
SfBSvr SNGL LicSAPk OLP NL	\$6,001.84
SfBSvrEnCAL SNGL LicSAPk OLP NL DvcCAL	\$178.55
SfBSvrEnCAL SNGL LicSAPk OLP NL UsrCAL	\$231.42
SfBSvrPlusCAL SNGL LicSAPk OLP NL DvcCAL	\$178.55
SfBSvrPlusCAL SNGL LicSAPk OLP NL UsrCAL	\$231.42
SfBSvrStdCAL SNGL LicSAPk OLP NL DvcCAL	\$52.87
SfBSvrStdCAL SNGL LicSAPk OLP NL UsrCAL	\$67.83
SharePointEntCAL SNGL LicSAPk OLP NL DvcCAL	\$136.65
SharePointEntCAL SNGL LicSAPk OLP NL UsrCAL	\$178.55
SharePointSvr SNGL LicSAPk OLP NL	\$11,188.75
SharePointStdCAL SNGL LicSAPk OLP NL DvcCAL	\$157.60
SharePointStdCAL SNGL LicSAPk OLP NL UsrCAL	\$202.49
SkypeforBsnss SNGL LicSAPk OLP NL	\$53.86
SQLCAL SNGL LicSAPk OLP NL DvcCAL	\$313.21
SQLCAL SNGL LicSAPk OLP NL UsrCAL	\$313.21
SQLSvrStd SNGL LicSAPk OLP NL	\$1,343.61
SQLSvrEntCore SNGL LicSAPk OLP 2Lic NL CoreLic Qlfd	\$20,569.06
SQLSvrStdCore SNGL LicSAPk OLP 2Lic NL CoreLic Qlfd	\$5,364.45
SysCtrCnfgMgrCltml SNGL LicSAPk OLP NL PerOSE	\$68.83



Resource	GSA Rate Year 1
SysCtrCnfgMgrCltML SNGL LicSAPk OLP NL PerUsr	\$88.78
SysCtrDPMCltML SNGL LicSAPk OLP NL PerOSE	\$28.93
SysCtrDPMCltML SNGL LicSAPk OLP NL PerUsr	\$36.91
SysCtrDatactrCore SNGL LicSAPk OLP 16Lic NL CoreLic Qlfd	\$3,597.91
SysCtrDatactrCore SNGL LicSAPk OLP 2Lic NL CoreLic Qlfd	\$449.86
SysCtrStdCore SNGL LicSAPk OLP 16Lic NL CoreLic Qlfd	\$1,320.66
SysCtrStdCore SNGL LicSAPk OLP 2Lic NL CoreLic Qlfd	\$165.58
VisioPro SNGL LicSAPk OLP NL	\$832.90
VisioStd SNGL LicSAPk OLP NL	\$433.90
VSEntSubMSDN ALNG LicSAPk OLP NL MPNCmptncyReq Qlfd	\$7,126.01
VSEntSubMSDN ALNG LicSAPk OLP NL Qlfd	\$8,907.51
VSProSubMSDN ALNG LicSAPk OLP NL Qlfd	\$1,136.13
VSTeamFndtnSvrCAL SNGL LicSAPk OLP NL DvcCAL	\$580.53
VSTeamFndtnSvrCAL SNGL LicSAPk OLP NL MPNCmptncyReq DvcCAL	\$464.83
VSTeamFndtnSvrCAL SNGL LicSAPk OLP NL MPNCmptncyReq UsrCAL	\$534.65
VSTeamFndtnSvrCAL SNGL LicSAPk OLP NL UsrCAL	\$667.31
VSTeamFndtnSvr SNGL LicSAPk OLP NL	\$580.53
VSTeamFndtnSvr SNGL LicSAPk OLP NL MPNCmptncyReq	\$464.83
VSTstProSubMSDN ALNG LicSAPk OLP NL MPNCmptncyReq Qlfd	\$2,051.82
VSTstProSubMSDN ALNG LicSAPk OLP NL Qlfd	\$2,564.52
WinRmtDsktpSrvcsCAL SNGL LicSAPk OLP NL DvcCAL	\$198.50
WinRmtDsktpSrvcsCAL SNGL LicSAPk OLP NL UsrCAL	\$198.50
WinRmtDsktpSrvcsExtConn SNGL LicSAPk OLP NL Qlfd	\$19,801.00
WinRghtsMgmtSrvcsCAL WinNT SNGL LicSAPk OLP NL DvcCAL	\$61.84
WinRghtsMgmtSrvcsCAL WinNT SNGL LicSAPk OLP NL UsrCAL	\$79.80
WinRghtsMgmtSrvcsExtConn WinNT SNGL LicSAPk OLP NL Qlfd	\$27,269.14
WinSvrCAL SNGL LicSAPk OLP NL DvcCAL	\$49.87
WinSvrCAL SNGL LicSAPk OLP NL UsrCAL	\$62.84
WinSvrDCCore SNGL LicSAPk OLP 16Lic NL CoreLic Qlfd	\$9,210.74





Resource	GSA Rate Year 1
WinSvrDCCore SNGL LicSAPk OLP 2Lic NL CoreLic Qlfd	\$1,152.09
WinSvrEssntls SNGL LicSAPk OLP NL	\$750.11
WinSvrSTDCore SNGL LicSAPk OLP 16Lic NL CoreLic	\$1,454.33
WinSvrSTDCore SNGL LicSAPk OLP 2Lic NL CoreLic	\$184.53
WinSvrExtConn SNGL LicSAPk OLP NL Qlfd	\$3,021.37
Word SNGL LicSAPk OLP NL	\$225.43
WordMac SNGL LicSAPk OLP NL	\$225.43



132-34 | Maintenance of Software as a Service

Resource	GSA Rate Year 1
Office 365: Account Setup	\$149.62
Office 365: Domain Verification & Configuration	\$74.81
Office 365: Mailbox Migration	\$149.62
Office 365: Setup Documentation	\$149.62
Office 365 Exchange Migration	\$149.62
Office 365: SharePoint Data Migration from Server	\$2,992.44
Office 365: SharePoint Data Migration from PC	\$149.62
Dynamic 365 Services: CRM Customization - 160 Hours Block (Project Management - 48 Hours Consultant - 48 Hours Developer - 64 Hours)	\$15,959.70
Dynamic 365 Services: CRM Customization - 80 Hours Block (Project Management - 24 Hours Consultant - 24 Hours Developer - 32 Hours)	\$9,974.81
Dynamic 365 Services: CRM Customization - 40 Hours Block (Project Management - 12 Hours Consultant - 12 Hours Developer - 16 Hours)	\$5,984.89
Dynamic 365 Services: CRM Customization - 20 Hours Block (Project Management - 6 Hours Consultant - 6 Hours Developer - 8 Hours)	\$2,493.70
Dynamic 365 Services: Adhoc CRM Customization (less than 20 Hours)	\$199.50
Dynamic 365 Services: Project Manager	\$249.37
Other Software Services: Installation, Deployment, Configuration, and Customization of Other Software	\$249.37



132-40 | Cloud Computing Services

Resource	GSA Rate Year 1
Microsoft Azure Services: All Microsoft Azure related Services, Setup and Deployment	\$174.56

132-51 | Information Technology Professional Services

Resource	GSA Rate Year 1
Adhoc Services: Other Remote Adhoc Service (Normal Business Hours)	\$158.69
Adhoc Services: Other Remote Adhoc Service (Non-Business Hours)	\$181.36
Adhoc Services: Other Remote Adhoc Service (Emergency)	\$226.70
Adhoc Services: Other Onsite Adhoc Service (Normal Business Hours) - excluding Travel	\$158.69
Adhoc Services: Other Onsite Adhoc Service (Non-Business Hours) - excluding Travel	\$181.36
Adhoc Services: Other Onsite Adhoc Service (Emergency) - excluding Travel	\$226.70
Adhoc Services: Server Installation	\$158.69
Adhoc Services: PC/Workstation Installation	\$136.02
Adhoc Services: Networking Equipment Installation	\$158.69
Adhoc Services: Other Peripheral / Hardware Installation	\$136.02
Managed IT Services Plan: PC Basic	\$45.34
Managed IT Services Plan: PC Value	\$113.35
Managed IT Services Plan: PC Enhanced	\$136.02
Managed IT Services Plan: PC Premium	\$226.70
Managed IT Services Plan: Server	\$226.70



APPENDIX C

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)

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.

Not Applicable

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 914-355-9541 Option 3 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 8 am to 5 pm Eastern, Monday to Friday.

5. Software Maintenance

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

- i. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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 are 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.

X ii. Software Maintenance as a Service (SIN 132-34)

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 arrears in accordance with 31 U.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 day's 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.

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 Length of Contract * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - i. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.





- ii. 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.
- iii. Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- iv. The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.



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- v. "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 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. 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.





TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132 51)

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services 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.



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

5. Stop-Work Order (Far 52.242-15) (Aug 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - i. Cancel the stop-work order; or
 - ii. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - i. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - ii. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.



6. Inspection of Services

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 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (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 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” 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 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—
 - i. The offeror;
 - ii. Subcontractors; and/or
 - iii. 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.

See Appendix B.



AGREEMENT FORMATS AND GUIDELINES

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity Date

Contractor Date



Blanket Purchase Agreement

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER*SPECIAL BPA DISCOUNT/PRICE

2. Delivery:

DESTINATION DELIVERY SCHEDULES / DATES

3. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
4. This BPA does not obligate any funds.
5. This BPA expires on _____ or at the end of the contract period, whichever is earlier.
6. The following office(s) is hereby authorized to place orders under this BPA:
OFFICE POINT OF CONTACT
7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - a. Name of Contractor;
 - b. Contract Number;





- c. BPA Number;
- d. Model Number or National Stock Number (NSN);
- e. Purchase Order Number;
- f. Date of Purchase;
- g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- h. Date of Shipment.

9. The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

10. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.





BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

