B R I D G E H E A D I . T.

SCHEDULE MAS - Multiple Award Schedule
FEDERAL SUPPLY GROUP – Information Technology

2810 N. Flores St
San Antonio TX, 78212
PHONE: 210-477-7900
Internet: http://www.bridgeheadit.com/
Small Business
Contract Number: 47QTCAX9D00LB
Period Covered By Contract: 09/19/2019 – 09/18/2024
Pricelist Current Through Modification # PA-0013 Dated May 20, 2021

SIN 33411 - Purchasing of new electronic equipment
SIN 54151S – Information Technology Professional Services
SIN OLM – Order-Level Materials

Contact for Contract Administration:
Wes Bunch, CEO, gsa70admin@bridgeheadit.com

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSAAdvantage!®, a menu-driven database system. The Internet Address to GSAAdvantage!® is: GSAAdvantage.gov

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov
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Information for Ordering Activities

1a. Table of Awarded Special Item Numbers

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>Purchase of New Equipment</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM’s)</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model for Each SIN

<table>
<thead>
<tr>
<th>SIN</th>
<th>PART NUMBER</th>
<th>GSA NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>See Attachment 1</td>
<td>N/A</td>
</tr>
<tr>
<td>54151S</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>OLM</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

1c. Hourly Rates (Services Only)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>CURRENT GSA PRICE</th>
<th>GSA Price Out Year 2</th>
<th>GSA Price Out Year 3</th>
<th>GSA Price Out Year 4</th>
<th>GSA Price Out Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Field Service (Technician) III (After Hours, Weekends and Holidays All Services)</td>
<td>208.56</td>
<td>213.36</td>
<td>218.27</td>
<td>223.29</td>
<td>228.42</td>
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<tr>
<td>54151S</td>
<td>Network Administrator III</td>
<td>152.95</td>
<td>156.01</td>
<td>159.13</td>
<td>162.31</td>
<td>165.55</td>
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<td>54151S</td>
<td>Cable Technician</td>
<td>88.16</td>
<td>89.92</td>
<td>91.72</td>
<td>93.56</td>
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<tr>
<td>54151S</td>
<td>Technical Support Specialist</td>
<td>88.06</td>
<td>89.82</td>
<td>91.62</td>
<td>93.45</td>
<td>95.32</td>
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<tr>
<td>54151S</td>
<td>Field Services (Technician) I</td>
<td>69.52</td>
<td>70.91</td>
<td>72.33</td>
<td>73.78</td>
<td>75.25</td>
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<tr>
<td>54151S</td>
<td>Field Services (Technician) II</td>
<td>115.87</td>
<td>118.19</td>
<td>120.55</td>
<td>122.96</td>
<td>125.42</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems Administrator I</td>
<td>78.79</td>
<td>80.37</td>
<td>81.97</td>
<td>83.61</td>
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<td>54151S</td>
<td>Systems Administrator II</td>
<td>97.33</td>
<td>99.28</td>
<td>101.26</td>
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<td>105.35</td>
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<td>54151S</td>
<td>Network Administrator I</td>
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<td>80.37</td>
<td>81.97</td>
<td>83.61</td>
<td>85.29</td>
</tr>
<tr>
<td>54151S</td>
<td>Network Administrator II</td>
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<td>89.82</td>
<td>91.62</td>
<td>93.45</td>
<td>95.32</td>
</tr>
<tr>
<td>54151S</td>
<td>Field Services Manager</td>
<td>115.87</td>
<td>118.19</td>
<td>120.55</td>
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<td>125.42</td>
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<tr>
<td>54151S</td>
<td>Systems Administrator Manager</td>
<td>115.87</td>
<td>118.19</td>
<td>120.55</td>
<td>122.96</td>
<td>125.42</td>
</tr>
<tr>
<td>54151S</td>
<td>Network Administrator Manager</td>
<td>106.60</td>
<td>108.73</td>
<td>110.91</td>
<td>113.12</td>
<td>115.39</td>
</tr>
</tbody>
</table>

2. Maximum Order
OLM: $250,000
All Other SINs: $500,000

3. Minimum Order
$100.00

4. Geographic Coverage (Delivery Area)
Domestic delivery is domestic delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.
5. **Point(s) of Production**  
   Bridgehead IT, Inc.  
   2810 N. Flores St.  
   San Antonio TX, 78212

6. **Discount from List Prices or Statement of NET Price**  
   Prices shown are net prices; basic discounts have been deducted.

7. **Quantity Discounts**  
   0.5% on orders greater than $250,000.

8. **Prompt Payment Terms**  
   Net 30

9. **Foreign Items**  
   See product and pricing attachments for Country of Origin identification.

10a. **Time of Delivery After Receipt of Order (ARO)**  
   30 Days After Receipt of Order

10b. **Expedited Delivery**  
   Contact for Availability.

10c. **Overnight and 2-day delivery**  
   Contact for Availability.

10d. **Urgent Requirements**  
   Contact for Availability.

11. **F.O.B. Point(s)**  
   FOB Destination

12a. **Ordering Address**  
   Bridgehead IT, Inc.  
   2810 N. Flores St.  
   San Antonio TX, 78212

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**  
   Bridgehead IT, Inc.  
   2810 N. Flores St.  
   San Antonio TX, 78212

14. **Warranty Provision**  
   Standard Commercial Warranty

15. **Export Packing Charges**  
   Not available.
16. Terms and conditions of Rental, Maintenance and Repair
   Not applicable.

17. Terms and conditions of Installation
   Not applicable.

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list price
   Not applicable.

18b. Terms and conditions for any other services
   Not applicable.

19. List of Service and Distribution Points
   Not applicable.

20. List of Participating Dealers
   Not applicable.

21. Preventive Maintenance
   Not applicable.

22a. Special attributes such environmental attributes e.g., recycled content, energy efficiency, and/or reduced pollutants)
   Not applicable.

22b. Section 508 Compliance
   Not applicable. The EIT standards can be found at www.section508.gov.

23. Data Universal Number System (DUNS) Number
   078794301

24. Notification regarding registration in the System for Award Management (SAM) Database
   Bridgehead IT, Inc. is registered in the SAM database. CAGE Code: 85B15
**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 33411)**

1. **MATERIAL AND WORKMANSHIP**

   All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. **ORDER**

   Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

   For credit card orders and BPAs, telephone orders are permissible.

3. **TRANSPORTATION OF EQUIPMENT**

   FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. **INSTALLATION AND TECHNICAL SERVICES**

   a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor’s technical personnel shall be available to the ordering activity, at the ordering activity’s location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

   - Self-installable

   b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirement of the Davis-Bacon Act applies.

   The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or SIN 33411REF.

   c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. **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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. **WARRANTY**
   - Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.
     
     **Commercial Manufacturers Warranty**
   - The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
   - 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.
   - If inspection and repair of defective equipment under this warranty will be performed at the Contractor’s plant, the address is as follows:

7. **PURCHASE PRICE FOR ORDERED EQUIPMENT**
   The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. **RESPONSIBILITIES OF THE CONTRACTOR**
   The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. **TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**
   When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

10. **PRODUCTS AND PRICES**
   See Attachment 1.
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. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIAITION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIAITION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

2. **COMMERICAL SUPPLIER AGREEMENTS**

   Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. **GUARANTEE/WARRANTY**

   a. The Contractor’s commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.

   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 54151)

      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 Frequently Asked Questions (FAQ’s), 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 services.

Software Maintenance as a product is billed at the time of purchase.

(2) _____ Software Maintenance Services (SIN 54151)

Software maintenance services 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 services 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 services are 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 511210) AND SOFTWARE MAINTENANCE SERVICES (SIN 54151)

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 software maintenance services may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30 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 software maintenance services will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**The phrase, “Term Licenses and/or Software Maintenance Service” 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. When a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

b. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

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. When conversion from term licenses to perpetual licenses is offered, 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 a percentage 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. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

b. The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210, SIN 511210, AND SIN 54151)

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 9.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.
(4) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.

(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.

(6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 511210)

Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

(9) Reallocation of Perpetual Software (Option 2 SIN 511210)
a. The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

b. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

c. Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

d. The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

e. As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

f. Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

g. When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

h. The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be ______ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

10. SOFTWARE CONVERSIONS - (SIN 511210 AND 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 (511210), 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 (511210), if conversion credits had accrued while the earlier version was under a term license, those credits 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 including the operating systems on which the software can be used. Also included shall be a brief, introductory explanation of the modules and documentation which are offered. See Attachment 1.

12. RIGHT-TO-COPY PRICING
The Contractor shall insert the discounted pricing for right-to-copy licenses, if commercially available.
1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

4. **PERFORMANCE OF SERVICES**
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the
travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

   (1) Cancel the stop-work order; or

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

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

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

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

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

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

6. **INSPECTION OF SERVICES**


7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

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

9. **INDEPENDENT CONTRACTOR**

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

10. **ORGANIZATIONAL CONFLICTS OF INTEREST**

a. **Definitions.**

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

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into 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/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. **PAYMENTS**

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

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

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

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

FIELD SERVICES I

**Responsibility:** They are responsible for assisting end users with issues on their devices. These devices include PC’s, phone’s, printers, and any other devices an end user will use. Organizes and directs network installations and onsite surveys. Analyzes, and designs communication and network components and local and wide area networks. Involved in information technology plans and site installation technical designs. Also develops installation schedules. Coordinates post-installation operations and maintenance support.

**Years’ Experience:** 1-year general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

FIELD SERVICES II

**Responsibility:** Carry all of the same responsibilities as Field Services I along with being responsible for new PC rollout projects and assisting VIP customers when they need end device support. Field Services II also serve as the initial escalation point for issues Field Services I need assistance with.

**Years’ Experience:** 5 years general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.
FIELD SERVICES III (AFTER HOURS, WEEKENDS AND HOLIDAYS ALL SERVICES)

**Responsibility:** Carry all of the same responsibilities as Field Services I & II with the addition that all work is complete in non-standard work hours, including after hours, weekends, and holidays.

**Years’ Experience:** 5 years general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

SYSTEM ADMINISTRATOR I

**Responsibility:** Responsible for assisting end users with issues on server-based tickets. They are also responsible for maintaining Directory services, backup systems and the initial troubleshooting failed server systems. This group is also the primary escalation point for any issues that the Field Services need assistance with.

**Years’ Experience:** 1-year general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

SYSTEMS ADMINISTRATOR II

**Responsibility:** Carry all of the same responsibilities as System Administrator I along with being responsible for supporting Virtualization systems and storage systems. They are also responsible for performing all changes to a server infrastructure that can affect multiple people (New GPO creation, file server migration, etc). This group is also the primary escalation point for any issues that the System Administrator I group needs assistance with.

**Years’ Experience:** 5 years general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

NETWORK ADMINISTRATOR I

**Responsibility:** Responsible for assisting end users with issues on network-based tickets. They are also responsible for troubleshooting networking issues for Wireless, Switching and Firewalls. They are also responsible for the install of Wireless, Switching & Firewall systems. They are the primary escalation point for any networking issues encountered by the System Admin or Field Services group.

**Years’ Experience:** 1-year general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

NETWORK ADMINISTRATOR II

**Responsibility:** Carry all of the same responsibilities as Network Administrator I along with being responsible for routers, and more complex network troubleshooting or installation. They are the primary escalation point for any issues that the Network Administrator I group needs assistance with.
**FIELD SERVICES MANAGER**

**Responsibility:** Responsible for overseeing the day to day operations of the Field Services group. They ensure the technicians are performing their duties in a timely and professional manner. Initial customer complaints are fielded by the manager. The manager also serves as a final escalation point within their group for any issues their group needs assistance with.

**Years’ Experience:** 7 years general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

**SYSTEM ADMINISTRATOR MANAGER**

**Responsibility:** Responsible for overseeing the day to day operations of the System Administrator group. They ensure the technicians are performing their duties in a timely and professional manner. Initial customer complaints are fielded by the manager. The manager also serves as a final escalation point within their group for any issues their group needs assistance with.

**Years’ Experience:** 7 years general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

**NETWORK ADMINISTRATOR MANAGER**

**Responsibility:** Responsible for overseeing the day to day operations of the Network Administrator group. They ensure the technicians are performing their duties in a timely and professional manner. Initial customer complaints are fielded by the manager. The manager also serves as a final escalation point within their group for any issues their group needs assistance with.

**Years’ Experience:** 7 years general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

**NETWORK ADMINISTRATOR III**

**Responsibility:** Responsible for configuration, installation, and management of customer networks. Develops and maintains all hardware, applications, security, and network configurations. Responsible for troubleshooting performance issues, maintaining disaster recovery plan.

**Years’ Experience:** 5 years general experience

**Education:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.
**RESPONSIBILITY:** Responsible for pulling, connecting, disassembling, re-routing and preparing cable for successful operation of networks and systems. Service include splicing cable, preparing cable ends for connection, installation of closures, and ensuring proper working of all connections.

**YEARS’ EXPERIENCE:** 1 year’s general experience

**EDUCATION:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance

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**TECHNICAL SUPPORT SPECIALIST**

**RESPONSIBILITY:** Responsible for telephone and onsite surveys of network issues. Manages process and work orders to field technicians and works as an intermediary from customer and company. Analyses and designs networks and communication process and systems. Prepare IT plans for technical installation designs. Completes follow-on inspection and maintenance

**YEARS’ EXPERIENCE:** 5 years general experience

**EDUCATION:** Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.
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<td>HP 250 G6 15.6&quot; LCD Notebook - Intel Core i5 (7th Gen) i5-7200U Dual-core (2 Core) 2.50 GHz - 8 GB DDR4 SDRAM - 256 GB SSD - Windows 10 Pro (English) - Dark Ash Silver - DVD-Writer - Bluetooth – English Keyboard – Gigabit Ethernet – Network (RJ-45) - HDMI</td>
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<td>HP Elitebook 1040 G4 14&quot; LCD Notebook - Intel Core i7 (7th Gen) (7-7500U Dual-core (2 Core) 2.70 GHz - 8 GB DDR4 SDRAM - 256 GB SSD - Windows 10 Pro 64-bit (English) - 1920 x 1080 - Natural Silver</td>
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