AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

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Financial Systems Consultants, Inc. is a small, woman-owned business, specializing in software solutions for property managers in the federal enterprise

Special Item No. 511210 Software Licenses
Special Item No. 54151 Software Maintenance Services
Special Item No. 611420 Information Technology Training
Special Item No. 54151S Professional Service
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1. **Geographic Scope of Contract**

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.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

[ ] The Geographic Scope of Contract will be domestic and overseas delivery.

[ ] The Geographic Scope of Contract will be overseas delivery only.

[X] The Geographic Scope of Contract will be domestic delivery only.

2. **Contractor's Ordering Address and Payment Information**

Financial Systems Consultants, Inc. (FSC, Inc.)
6316 Castle Place, Suite 301
Falls Church, VA 22044
Phone: 703-536-0240
Fax: 703-536-8086

FSC accepts the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. A 3% processing fee is charged for invoices paid by credit card. FSC and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card).

3. **Liability for Injury or Damage**

FSC shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **Statistical Data For Government Ordering Office Completion of Standard Form 279**

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 780506333
Block 30: Type of Contractor:
   B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 54-1564415
Block 40: Veteran Owned Small Business (VOSB): Yes
B. Other Veteran Owned Small Business

CAGE Code: 08MJ3
Contractor is registered with the Central Contractor Registration Database.

5. **FOB Destination**

6. **Delivery Schedule**

The Contractor shall deliver to destination within 30 calendar days after receipt of order.

7. **Discounts**

Prices shown are NET prices, basic discounts have been deducted.

A. **Prompt Payment**
   0%, Net 30 days.

B. **Quantity**
   None.

C. **Dollar Volume**
   1% for orders above $550,000.

D. **Other Special Discounts**
   None.

8. **Trade Agreements Act of 1979 (as amended)**

All items are U.S. made end products as defined in the Trade Agreements Act of 1979, as amended.

9. **Maximum Order Size (all dollar amounts are exclusive of any discount for prompt payment)**

The maximum order for Special Item Number 511210, Software Licenses, is $500,000.

10. **Minimum Order Size**
The minimum size is $100.

11. **Ordering Procedures**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

12. **Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.
(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

13. **Contract Administration for Ordering Activities**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

14. **GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors’ schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

1. Manufacturer;
2. Manufacturer’s Part Number; and
3. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser. The Internet address is http://www.gsaadvantage.gov

15. **Purchase of Open Market Items**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).
For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

16. Contractor Commitments, Warranties and Representations
   a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
      (1) Time of delivery/installation quotations for individual orders;
      (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
      (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
   b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

17. Blanket Purchase Agreements (BPAs)
   The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).
18. **Section 508 Compliance**

Software products licensed under this contract are compliant with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).


(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

   (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

   (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

20. **Advance Payments**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

21. **Licensing Agreement**

Customers agree to follow and enforce the Licensing Terms for perpetual licenses offered via this contract. The End User License Agreement (EULA) is included at the end of this terms and conditions document.

22. **Terms and Conditions Applying to SIN 132-32, Perpetual License Agreement and SIN 54151, Software Maintenance As A Product**

A. 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.

B. Warranty/Guarantee
Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty (90 days) as stated in the contract’s commercial pricelist will apply to this contract.

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.

C. Technical Services
The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-536-0240 for the purpose of providing user assistance and guidance in the implementation of the software. This number is available from 9 am to 5 pm Monday through Friday during the implementation period.

D. Software Maintenance
Software Maintenance is defined as Software Maintenance as a Product.

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 and will be supported via SIN 54151S, Professional Services.

Invoices for software maintenance are submitted on an annual basis at the beginning of the maintenance period. Prompt payments discounts are not offered.

E. Periods of Maintenance (SIN 54151)
1. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
2. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
3. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.
4. 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.
5. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the maintenance is to be continued during the subsequent period.

F. Utilization Limitations (SIN 13232, SIN 13233, AND SIN 13234)
1. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
2. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
   (a) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
   (b) 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.

(c) Except as is provided 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, and FSC's written permission, to use the licensed software and documentation at the facility, and who have agreed, in writing, 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.

(d) 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.

(e) "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.

3. Perpetual license customers agree to all terms and conditions as specified in the Contractor’s Perpetual License Agreement. They must maintain their software maintenance on an annual basis with the Contractor for the Perpetual License to remain in effect. Should the maintenance lapse, the customer shall return all proprietary material and software provided by FSC and destroy all documentation and software provided by FSC under the terms of the Contract and the Perpetual License is terminated. Should the customer desire to resume use of the software after a lapse in maintenance coverage, a new Perpetual License must be purchased.

23. Terms and Conditions Applying to SIN 611420, Information Technology Training Courses

A. Scope
   1. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
   2. The Contractor shall provide training at the Contractor’s facility and/or at the ordering activity’s location, as agreed to by the Contractor and the ordering activity.

B. Order
Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student’s name, course title, course date and time, and contracted dollar amount of the course.

C. Time Of Delivery
The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

D. Cancellation and Rescheduling
   1. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule
the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

2. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

3. The ordering activity reserves the right to substitute one student for another up to the first day of class.

4. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

E. Follow-Up Support

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor’s instructors for refresher assistance and answers to related course curriculum questions. Support will be provided on a time and material basis based on the Senior Trainer’s hourly rate as specified in SIN 54151S.

F. Price For Training

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

G. Invoices and Payment

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

H. Format and Content of Training

1. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class. Student agrees not to share such documentation to non-government personnel without the express, written permission of Contractor.
2. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students as provided by the government.

3. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

4. The Contractor shall provide the following information for each training course offered:
   
   (a) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
   
   (b) The length of the course;
   
   (c) Mandatory and desirable prerequisites for student enrollment;
   
   (d) The minimum and maximum number of students per class;
   
   (e) The locations where the course is offered;
   
   (f) Class schedules; and
   
   (g) Price (per student, per class (if applicable)).

5. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

6. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

7. "No Charge" Training

   No charge training is not offered under this contract.

24. Terms and Conditions Applying to SIN 54151S, Professional Services

A. Scope

   1. 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.

   2. 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.

B. Order
1. 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.

2. 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.

C. Performance of Services

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

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

3. 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.

4. 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.

D. Stop-Work Order (FAR 52.242-15) (AUG 1989)

1. 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-

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

2. 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-

   (a) 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

   (b) 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.

3. 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.

4. 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.

E. Inspection of Services

F. 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.

G. 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.

H. 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.

I. Organizational Conflicts of Interest
   1. 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.
   2. 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.

J. 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.

K. 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
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:

(1) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(2) 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—
   (a) The offeror;
   (b) Subcontractors; and/or
   (c) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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

M. 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.

N. 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.

O. Description of IT/IAM Professional Services and Pricing
   1. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 54151S IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
   2. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
25. **Special Item Number 511210, Perpetual Licenses**

<table>
<thead>
<tr>
<th>Manufacturer Part No.</th>
<th>Description</th>
<th>Price to Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-NU-16</td>
<td>Federal Real Property, 16-Named User License</td>
<td>$147,015</td>
</tr>
<tr>
<td>M-NU-24</td>
<td>Federal Real Property, 24-Named User License</td>
<td>$168,795</td>
</tr>
<tr>
<td>M-NU-40</td>
<td>Federal Real Property, 40 Named-User License</td>
<td>$186,219</td>
</tr>
<tr>
<td>M-NU-500</td>
<td>Federal Real Property, Unlimited Number of Named Users</td>
<td>$297,000</td>
</tr>
<tr>
<td>C-SUB-001</td>
<td>Monthly subscription for Occupancy Agreement Manager - Starter Edition. This cloud-based application supports the import and analysis of the monthly GSA Rent and DHS Security Invoices. No set-up fee.</td>
<td>$990/month</td>
</tr>
<tr>
<td>MA-U</td>
<td>Upgrade Advantage. Provides customers with automatic access to the latest released version of Federal RPM</td>
<td>18% of perpetual license fee. Paid annually.</td>
</tr>
</tbody>
</table>

26. **Special Item Number 54151, Software Maintenance**

<table>
<thead>
<tr>
<th>Manufacturer Part No.</th>
<th>Description</th>
<th>Price to Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>MA-M</td>
<td>Software maintenance and bug fixes.</td>
<td>12% of perpetual license fee. Paid annually.</td>
</tr>
</tbody>
</table>

27. **Special Item Number 611420, Training**

<table>
<thead>
<tr>
<th>Manufacturer Part No.</th>
<th>Description</th>
<th>Price to Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-SR1-012</td>
<td>Federal RPM System Administrators Training</td>
<td>$4,950</td>
</tr>
</tbody>
</table>

1 day system administrator’s course (up to 5 people). Course includes overview of Federal RPM schema, system administrator functions and hands-on exercises.
Standard training uses FSC’s baseline training material and exercises. Prices are exclusive of travel, per diem and set-up time. Set-up support can be acquired on a labor hours basis.

T-UR1-012 Federal RPM User Training
2 day User’s course (up to 20 people). Course includes overview user data management screens, Federal RPM query modules, and hands-on exercises.

$7,425

Standard training uses FSC’s baseline training material and exercises. Prices are exclusive of travel, per diem and set-up time. Set-up support can be acquired on a labor hours basis.

28. Special Item Number 54151S, Professional Services

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Description</th>
<th>Price to Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part No.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I-S01-001 Technical Support

Additional technical support services are available. This support is available on a labor hours basis according to the following rates:

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Manager</td>
<td>$156.78</td>
</tr>
<tr>
<td>Senior Systems Analyst</td>
<td>$127.98</td>
</tr>
<tr>
<td>Position</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Senior Systems Programmer</td>
<td>$123.71</td>
</tr>
<tr>
<td>Systems Analyst</td>
<td>$104.53</td>
</tr>
<tr>
<td>Systems Programmer</td>
<td>$95.99</td>
</tr>
<tr>
<td>Senior Trainer</td>
<td>$127.98</td>
</tr>
<tr>
<td>Technical Writer/Documentation Specialist</td>
<td>$84.25</td>
</tr>
<tr>
<td>Project Administration</td>
<td>$63.99</td>
</tr>
<tr>
<td>Data Entry</td>
<td>$29.93</td>
</tr>
</tbody>
</table>

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
Professional Services Skill Category Descriptions

**Implementation Manager** - Manages and coordinates the implementation of system applications through all phases of the systems implementation life cycle including planning, requirements analysis, design, development, testing, installation and post implementation support. Coordinates work effort and reviews work products for quality, completeness and adherence to client requirements

*Experience:* Minimum of 10 years of increasingly responsible experience in the management and development of complex computer systems

*Education:* Minimum of BS/BA

**Senior Systems Analyst** - Manages or plays a lead role in the performance of functional and technical analysis and development tasks. Performs tasks such as requirements analysis, software design, functional analysis, workflow studies and development of user procedures and training. May manage a project or team within a project

*Experience:* Minimum of 8 years of increasingly responsible experience in the analysis and design of complex computer systems

*Education:* Minimum of BS/BA

**Systems Analyst** - Participates in the performance of functional and technical analysis and development tasks. Performs tasks such as requirements analysis, software design, functional analysis, workflow studies and development of user procedures and training

*Experience:* Minimum of 3 years of increasingly responsible experience in the analysis and design of complex computer systems

*Education:* Minimum of BS/BA
Senior Systems Programmer - Manages or plays a lead role in the performance of technical systems development tasks. May manage a project or a team within a project. Has substantive experience with contemporary client/server software development practices and tools

*Experience:* Minimum of 7 years of increasingly responsible experience in the design, development and testing of complex computer systems

*Education:* Minimum of BS/BA

Systems Programmer - Participates in the performance of technical or systems development tasks. Has experience with contemporary client/server software development practices and tools

*Experience:* Minimum of 2 years of increasingly responsible experience in the design, development and testing of complex computer systems

*Education:* Minimum of BS/BA

Technical Writer/Documentation Specialist - Prepares and edits systems documentation, procedures guides and training material. Interprets technical documentation standards and prepares documentation according to the standards. Proofreads final products

*Experience:* Minimum of 5 years of experience in the development of training documentation, and user documentation

*Education:* Minimum of BS/BA

Senior Trainer - Manages or plays a lead role in training and user-support related tasks. Leads efforts in areas of training plan development, training material preparation, curricula definition and training course delivery. Has substantive experience with the training of user automated systems.

*Experience:* Minimum of 5 years of increasingly responsible experience in the development of training courseware and in conducting training classes.

*Education:* Minimum of BS/BA
Project Administrator - Provides administrative support to the project. Supports the production of project deliverables and performs clerical and administrative functions required to complete work related to the project.

*Experience:* Minimum of 2 years of experience in clerical support

*Education:* BS/BA

Data Entry - Provides data analysis/input/installation services to support tasks, as required. Performs data analysis and documentation support.

*Experience:* One to three years of experience

*Education:* High School Diploma
29. End User License Agreement (EULA)

THIS AGREEMENT between Financial Systems Consultants, Incorporated ("Licensor", "FSC"), a corporation with its principal place of business located at 6316 Castle Place, Suite 301, Falls Church, Virginia 22044 and the undersigned Ordering Activity under GS A Schedule contracts ("Licensee").

WHEREAS, Licensor owns all right, title, and interest in and to the computer software, firmware, and related documentation for the Federal Real Property Management System ("Licensed Program"); and

WHEREAS, Licensor desires to grant, and Licensee desires to obtain, a non-exclusive, royalty free, and nontransferable license to use said Licensed Program in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BY BOTH PARTIES EXECUTING THIS AGREEMENT IN WRITING, THE PARTIES HEREBY AGREE as follows:

1. Definitions.

For purposes of this Agreement, the following terms shall have the following meanings:

A. "Licensed Program" shall mean the Federal Real Property Management System, including all software, firmware, and documentation thereto.

B. "Eligible' computer" shall mean the computer system for which the Licensed Program was purchased or for which its use is authorized. Eligible computer shall include replacement hardware, software, and firmware employed during repair or maintenance of the eligible computer as well as successor units to said eligible computer.

2. Acknowledgements

Licensee hereby agrees that the Licensed Program (i) Was developed exclusively at private expense by Licensor, (ii) is a trade secret of and proprietary and confidential to the Licensor, (iii) constitutes "existing software" within the meaning of FAR 2.101. Licensee further acknowledges and understands that Licensor relies on Licensee's agreement under this paragraph, because without such agreement the Licensor would not otherwise enter into this transaction.
3. Interest Granted.

A. Licensor hereby grants Licensee a non-exclusive and nontransferable license to use the Licensed Program on the eligible computer. Nothing herein shall be construed to grant Licensee any right whatsoever to use the Licensed Program on any computer or local area network other than the eligible computer, even though such other computer or local area network may be resident in the same data center. Nothing herein shall be construed to grant Licensee any right whatsoever to own, use, or license others to use the Licensed Program except as specifically set forth herein. Licensor’s performance of its obligations and responsibilities arising under this Agreement is contingent upon Licensee's observance of all obligations and responsibilities that it has undertaken by entering into this Agreement.

B. Licensee may use the Licensed Program only in the following manner:

B.1. Licensee may install and use one (1) copy of the Licensed Program’s server-side applications and related files on one (1) server platform;

B.2. Licensee may install and use Licensed Program client-side applications and related files based upon the number of named user licenses purchased;

B.3. Licensee may make backup and archive copies of the Licensed Program provided that these copies are never copied to or installed on any computer except to replace a damaged or corrupted copy of the Licensed Program that was properly licensed within subparagraphs B.1) and B.2) of this paragraph;

B.4. Licensee may transfer the Licensed Program from one computer to another provided that the Licensee never has more copies of the Licensed Program residing on computers than the number authorized by subparagraphs B.1) and B.2) of this paragraph;

B.5. Licensee may not transfer any copy of the Licensed Program to any other facility whether public or private, without the prior express written approval of Licensee (except for backup or archival purposes within the scope of subparagraph B 3) of the paragraph B.3) , and ;

B.6. Licensee may not permit the Licensed Program to be disclosed to shown to, or used by, other third parties (including contractors) without the prior express written approval of Licensor.
4. Payment of License Fee
   a. Licensee shall pay to Licensor the amount set forth in the GSA Price List.
   b. Any use, duplication or release of the Licensed Program by the Licensee not expressly authorized by this Agreement shall subject the Licensor to further fees, including but not limited to additional prices, reasonable royalties, and/or other damages.

5. Ownership of Licensed Program

Licensee acknowledges that Licensor owns all right, title, and interest in and to all software, firmware, documentation, technical data, and proprietary information relating to the Licensed Program (whether or not such software, firmware, documentation, data, or information is subject to copyright, trade secret, or other protection). Licensee further acknowledges that all right, title, and interest in and to any software, firmware, documentation, and technical data which Licensor may develop hereunder, including any modifications, enhancements, or developments thereto, shall belong exclusively to Licensor. Licensee shall have no rights to such software, firmware, documentation, technical data, or proprietary information except as expressly provided in this Agreement.

6. Assignment Prohibited

Neither party shall assign, sublicense, or otherwise transfer any of its rights under this Agreement or the license granted thereby without prior written consent of the other party.

7. Limited Warranty

   A. Licensor warrants to the Licensee that the media on which the program is contained is free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of acquisition, Licensor will replace a defective media at no charge if it is returned within such thirty (30) day period. LICENSOR MAKES NO IMPLIED WARRANTY REGARDING THE MERCHANTABILITY OR THE FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PROGRAM.

   B. For a period of thirty (30) days after final acceptance of the Licensed Program, with the exception of latent defects, upon notification by Licensee to Licensor of program errors, Licensor shall use its best efforts to verify and correct such errors on a timely basis. Licensor has no responsibility to correct defects of any other nature, except those covered by the express warranty contained herein.

   C. Licensor warrants that the Licensed Program will correctly process date and time information from, into and between the twentieth and twenty-first centuries including leap year calculations when used in accordance with the documentation provided with the Licensed Program including when used in combination with other hardware or software products that themselves correctly
process date and time information from, into and between the twentieth and twenty-first centuries.

8. Modification and Enhancements
   A. The Licensor is under no obligation to furnish any enhancements or modifications to the Licensee. However, it is the Licensor's present intention to furnish enhancements or modifications to the Licensee if the Licensee purchases the Upgrade Advantage product (see GSA Product List).
   B. Licensor shall not be responsible for any changes made to the Licensed Program by any party other than itself without the written permission of Licensor. Any changes made without the written permission of Licensor shall immediately release Licensor from any and all obligations to correct or maintain the Licensed Program. In no way shall this provision alter or modify the Licensee's duty and obligation to maintain the confidentiality of the Licensed Program.

9. Confidentiality
   Licensee shall not decompile, reverse engineer, or disassemble the software or firmware related to or contained in the Licensed Program or cause or allow another to decompile, reverse engineer, or disassemble such software or firmware. Licensor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

10. Administration of Agreement
    A. The effective date of this Agreement shall be the date of Licensor's purchase of the perpetual license (SIN 511210). The Licensee may use the Licensed Program in accordance with the terms and conditions of this Agreement in perpetuity. If at any time the Licensee desires to terminate its obligations under this Agreement, Licensee shall return all copies of the Licensed Program to the Licensor, or else shall destroy all copies, including archival and backup copies.
    B. In the event of any dispute that cannot be resolved through good faith negotiations, the dispute shall be subject to a final decision of Licensee’s cognizant Contracting Officer which the Licensor may appeal pursuant to the Contract Disputes Act of 1978. Licensee agrees not to use or disclose the Licensed Program in contravention of the terms of this Agreement (not withstanding the terms of any other agreements executed between the Licensee and Licensor) until the dispute has been resolved to its finality pursuant to this paragraph, which includes, if necessary, the decision of a court or administrative board in any action taken under the terms of this Agreement.

11. Waivers
The waiver by Licensor of any breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach or nullify the effectiveness of that term or condition.

12. Notices

All notices under this Agreement shall be delivered to the addressees set forth above, unless a different address is designated in writing for such purpose by first class mail, postage prepaid. Notices shall be deemed received after 5 days of mailing.

13. Limitations of Liability

Licensor shall not be liable to Licensee for any damages, including, but not limited to, special, incidental, or consequential damages, arising from breach of warranty, breach of contract, strict liability on tort, or any other legal theory. Such damages include, but are not limited to, loss of profits or revenue, cost of capital, overhead costs, cost of any substitute services, or claims of customers of Licensee for any such damages. In any case, the maximum liability of Licensor shall be the total contract price, including the amount of the licensing fee paid under this Agreement. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from the Vendor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

14. Reserved

15. Sole Agreement and Precedence

This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire understanding between the parties and supersedes any previous communications, representations, or agreements, whether verbal or written. This Agreement takes precedence over all acknowledgment forms, which may be used to order and confirm separate shipments of the Licensed Program. A negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Agreement. No change or modification of any of the terms or conditions of this Agreement shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

Both parties expressly agree that it is not the intention of either party to violate statutory or common law and that if any section, sentence, paragraph, clause, or combination of the same is in violation of any law, such sections, sentences, paragraphs, clauses, or combination of same shall be inoperative and the remainder of this Agreement shall remain binding upon the parties.

17. Headings

Paragraph headings used in this Agreement are not to be deemed to be part of this Agreement, but are for convenience only and do not effect or limit the meaning of the language of the paragraphs.

18. Binding Effect

This Agreement shall be binding on, and inure to the benefit of the parties, their successors, assigns, and heirs.

19. Standard Schedule 70 Terms

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost.