



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

The Contractor **has** been awarded under the cooperative purchasing program and disaster recovery for all awarded SINs: 132-32, 132-33, 132-34, 132-50, and 132-51

Special Item Number 132-32 – Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-50 - Training Courses
Special Item Number 132-51 - Information Technology (IT) Professional Services

Previstar, Inc.
2331 Mill Rd., Suite 100
Alexandria, VA 22314
Phone: 678-520-6462
Internet Address: www.previstar.com

Contract Number: GS-35F-0293U
Period Covered by Contract: March 7, 2008 – March 6, 2018
General Services Administration
Federal Acquisition Service
Pricelist current through Modification # 23
Effective date current through February 4, 2016

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 GSAAAdvantage!®, a menu-driven database system.

The INTERNET address for GSAAAdvantage!® is: GSAAAdvantage.gov.

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers, Application Software

Microcomputers, Application Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers, Application Software

Microcomputers, Application Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SIN 132-34 - MAINTENANCE OF SOFTWARE**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)****SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: 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.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

TABLE OF CONTENTS

INFORMATION APPLICABLE TO ALL SPECIAL ITEM NUMBERS 4

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE 7

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50) 11

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) 13

CONTRACTOR'S AUTHORIZED GSA PRICING 17

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).
Special Item Number 132-32 – Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-50 - Training Courses
Special Item Number 132-51 - Information Technology (IT) Professional Services
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
See Approved GSA Pricing
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.
See Approved GSA Pricing
2. Maximum order.
The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-32 – Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses
3. Minimum order.
\$100
4. Geographic coverage (delivery area).
The Geographic Scope of Contract will be domestic delivery only.
5. Point(s) of production (city, county, and State or foreign country).
2331 Mill Rd., Suite 100
Alexandria, VA 22314
6. Discount from list prices or statement of net price.
Prices shown are NET Prices; Basic Discounts have been deducted.
7. Quantity discounts.
None
8. Prompt payment terms.
0% - net 30 days from receipt of invoice or date of acceptance, whichever is later.

- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
Government purchase cards will be accepted for payment on orders below the micro-purchase threshold.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
Government purchase cards will be accepted for payment on orders above the micro-purchase threshold.
10. Foreign items (list items by country of origin).
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.
- 11a. Time of delivery. (Contractor inserts number of days.)
- | <i>SPECIAL ITEM NUMBER</i> | <i>DELIVERY TIME (Days ARO)</i> |
|----------------------------|--|
| 132-32 | 30 Days |
| 132-33 | 30 Days |
| 132-34 | 30 Days |
| 132-50 | <i>As negotiated between Ordering Agency and Contractor.</i> |
| 132-51 | <i>As negotiated between Ordering Agency and Contractor.</i> |
- 11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
As negotiated on the task order level.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
As negotiated on the task order level.
- 11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.
As negotiated on the task order level.
12. F.O.B. point(s).
Destination
- 13a. Ordering address.
*2331 Mill Rd., Suite 100
Alexandria, VA 22314
Technical/Ordering Information: 678-520-6462*

- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address.
*2331 Mill Rd., Suite 100
Alexandria, VA 22314*
15. Warranty provision.
See critical information section for SIN specific warranty information.
16. Export packing charges are *not applicable*.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
None
18. Terms and conditions of rental, maintenance, and repair (if applicable).
See critical information section for SIN specific warranty information.
19. Terms and conditions of installation (if applicable).
All equipment is self-installable.
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
See critical information section for SIN specific information.
- 20a. Terms and conditions for any other services (if applicable).
See critical information section for SIN specific warranty information.
21. List of service and distribution points:
*2331 Mill Rd., Suite 100
Alexandria, VA 22314*
22. List of participating dealers is *not applicable*.
23. Preventive maintenance is *not applicable*.
- 24a. Special attributes such as environmental attributes are *not applicable*.
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
www.previstar.com
25. Data Universal Number System (DUNS) number: *127329527*
26. Notification regarding registration in SAM.gov database: *4NFA2*

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

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 postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

Contact Contractor for Enterprise User License Agreements.

3. GUARANTEE/WARRANTY

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **678-520-6462** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8 AM EST** to **5 PM EST**.

5. SOFTWARE MAINTENANCE

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

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

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

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

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

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

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

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

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

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

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

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

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Contractor does not offer conversion from term license to perpetual license.

8. TERM LICENSE CESSATION

Contractor does not offer term license cessation.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8 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 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.

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

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

Right-to-copy pricing is not offered under this contract.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. 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.
- b. 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.

2. 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.

3. 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.

4. CANCELLATION AND RESCHEDULING

- a. 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.
- b. 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.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. 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.

5. 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.

6. 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.

7. 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.**

8. FORMAT AND CONTENT OF TRAINING

- a. 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.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. 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.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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

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

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist.

***PREVISTAR INC.'S
INFORMATION TECHNOLOGY
LABOR CATEGORY DESCRIPTIONS***

Senior Program Manager **\$138.90**

Provides overall technical, marketing, customer relations and personnel management direction of a major program or several smaller programs to ensure timely and cost effective accomplishment of contractual commitments. Personnel are proficient with automated program management tools such as Microsoft Project or other.

Minimum Experience: 10 years minimum

Minimum Education: Bachelor's Degree. Education may be substituted for experience: Masters = 2 years; PhD = 4 years.

Program Manager **\$107.70**

Provides overall technical, marketing, customer relations and personnel management direction of a program to ensure timely and cost effective accomplishment of contractual commitments. Personnel are proficient with automated program management tools such as Microsoft Project or other.

Minimum Experience: 8 years minimum

Minimum Education: Bachelor's Degree. Education may be substituted for experience: Masters = 2 years; PhD = 4 years.

Project Manager **\$75.40**

Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.

Minimum Experience: 4 years progressive Project Management experience including at least four projects in technical areas. At least five projects must have occurred within the past three (3) years. **Minimum Education:** Bachelor's Degree

Senior Technician **\$75.40**

May lead large multifunctional teams to ensure congruence of the various data bases and interface approaches. May act as an internal consultant providing DBMS expertise and advice to users of various client/server data bases as requested. May provide work direction and guidance to others.

Minimum Experience: Four (4) years experience in communications systems and networks including system analysis, design, engineering, development, implementation, or support with some involvement in complex projects. Additional experience should include functional knowledge of the systems to be worked on and may include modeling and simulation, signal processing, message protocols, communications security, radio propagation, and radio path engineering.

Minimum Education: Bachelor's degree in engineering, mathematics, computer science, or other technical discipline. Master's degree (in one of the fields described above) requires 2 years of relevant experience. A degree is not required with 8 years of relevant experience

Senior Engineer/Analyst **\$107.70**

Manages the analysis, design, and test of complex software and computer systems, and competence in all phases of analysis and design as well as available hardware and software. Personnel should be very experienced with operating systems (Unix, Windows, Mac OS), software languages (C sharp, asp.net), computer hardware platforms or other applicable computer systems. Designs, codes, tests, develops, and documents application programs for complex computer systems. Works with users to define system scope and objectives. Performs modifications to and maintenance of fairly complex operational programs and procedures.

Minimum Experience: Minimum 8 years experience in specific program area.

Minimum Education: BS/IS in related field or equivalent relevant work experience.

Engineer/Analyst **\$75.40**

Technical experience in the analysis, design, and test of complex software and computer systems, and competence in all phases of analysis and design as well as available hardware and software. Personnel should be experienced with operating systems (Windows), software languages (C sharp, ASP.net), computer hardware platforms or other applicable computer systems. Designs, codes, tests, develops, and documents application programs for relatively straightforward computer systems. Works with users to define system scope and objectives. Performs modifications to and maintenance of simple operational programs and procedures.

Minimum Experience: 4 years experience in specific program area. Advanced graduate work desirable.

Minimum Education: BS/IS in related field or equivalent relevant work experience.

Senior Services Specialist **\$107.70**

Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Develops all instructor materials (course manuals, workbooks, handouts, completion certificates, and course critique forms.) Trains personnel by conducting formal classroom courses, workshops, seminars, and/or computer based/computer aided training. Provides daily supervision and direction to staff. **Minimum Experience:** Eight (8) years of specific experience.

Minimum Education: Bachelor's Degree.

Services Specialist **\$75.40**

Conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids.) Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

Minimum Experience: Four (4) years of specific experience.

Minimum Education: Bachelor's Degree.



***PREVISTAR INC.'S
AUTHORIZED GSA PRICELIST***

SIN	Product Number	Product Description	GSA Price	Warranty	COO
132-33	A-EM	Additional Entity Pricing - any organization utilizing another organization's Previstar server license for their own planning and response purposes. There is no charge for organizations to use Previstar if participating in the planning and response efforts of the procuring organization	\$ 22,166.25	1 Year	USA
132-33	P-SM	Planning - Software Module	\$23,274.56	1 Year	USA
132-33	R-SM	Response - Software Module	\$18,619.65	1 Year	USA
132-33	RM-SM	Resource Management - Software Module	\$46,549.12	1 Year	USA
132-33	GIS-SM	GIS - Software Module	\$27,463.98	1 Year	USA
132-33	MB-SM	Model Builder - Software Module	\$46,549.12	1 Year	USA
132-33	RC-SM	Recovery - Software Module	\$23,274.56	1 Year	USA
132-33	SA-PS	Stand-alone Previstar system 1-user system; includes Planning, Response, Recovery, Resource Mgmt and GIS	\$22,343.58	1 Year	USA
132-33	CDMS	Contagious Disease Model Set Requires Resource Mgmt. module	\$9,309.82	1 Year	USA
132-33	BAMS	Bio-Agents Model Set Requires Resource Mgmt. module; included with purchase of Model Builder	\$4,654.91	1 Year	USA
132-33	DRMS	Debris Removal Model Set Requires Resource Mgmt. module; included with purchase of Model Builder	\$4,654.91	1 Year	USA
132-33	PHIMS	Public Health Information Management System (PHIMS) Requires Planning, Response, Resource Mgmt and GIS modules	\$6,982.37	1 Year	USA
132-34	P-SM-SSP	Planning - Software Module	\$4,654.91	SCW	USA
132-34	R-SM-SSP	Response - Software Module	\$3,723.93	SCW	USA
132-34	RM-SM-SSP	Resource Management - Software Module	\$9,309.82	SCW	USA
132-34	GIS-SM-SSP	GIS - Software Module	\$5,492.80	SCW	USA
132-34	MB-SM-SSP	Model Builder - Software Module	\$9,309.82	SCW	USA
132-34	RC-SM-SSP	Recovery - Software Module	\$4,654.91	SCW	USA
132-34	SA-PS-SSP	Stand-alone Previstar system 1-user system; includes Planning, Response, Recovery, Resource Mgmt and GIS	\$4,468.72	SCW	USA
132-34	CDMS-SSP	Contagious Disease Model Set Requires Resource Mgmt. module	\$1,861.96	SCW	USA
132-34	BAMS-SSP	Bio-Agents Model Set Requires Resource Mgmt. module; included with purchase of Model Builder	\$930.98	SCW	USA
132-34	DRMS-SSP	Debris Removal Model Set Requires Resource Mgmt. module; included with purchase of Model Builder	\$930.98	SCW	USA
132-34	PHIMS-SSP	Public Health Information Management System (PHIMS) Requires Planning, Response, Resource Mgmt and GIS modules	\$1,396.47	SCW	USA
132-32	LMS	Learning Management System (Price is per license per year)	\$ 24,826.20	1 Year	USA
132-32	CEMP	CEMPanner (Price is per license per year)	\$ 4,965.24	1 Year	USA
132-33	P-SM-BS	Planning - Software Module - Backup Server	\$ 5,541.56	1 Year	USA
132-33	R-SM-BS	Response - Software Module - Backup Server	\$ 4,433.25	1 Year	USA
132-33	RM-SM-BS	Resource Management - Software Module - Backup Server	\$ 11,083.12	1 Year	USA
132-33	GIS-SM-BS	GIS - Software Module - Backup Server	\$ 6,539.04	1 Year	USA
132-33	MB-SM-BS	Model Builder - Software Module - Backup Server	\$ 11,083.12	1 Year	USA
132-33	RC-SM-BS	Recovery - Software Module - Backup Server	\$ 5,541.56	1 Year	USA
132-33	CDMS-BS	Contagious Disease Model Set - Backup Server Requires Resource Mgmt. module	\$ 2,216.62	1 Year	USA
132-33	BAMS-BS	Bio-Agents Model Set - Backup Server Requires Resource Mgmt. module; included with purchase of Model Builder	\$ 1,108.31	1 Year	USA

SIN	Product Number	Product Description	GSA Price	Warranty	COO
132-33	DRMS-BS	Debris Removal Model Set - Backup Server Requires Resource Mgmt. module; included with purchase of Model Builder	\$ 1,108.31	1 Year	USA
132-33	PHIMS-BS	Public Health Information Management System (PHIMS) - Backup Server Requires Planning, Response, Resource Mgmt and GIS modules	\$ 1,662.47	1 Year	USA
132-34	RLC-026	Technical SME - Software Maintenance Services*	\$ 186.20	SCW	USA
132-34	RLC-027	Functional SME - Software Maintenance Services*	\$ 155.16	SCW	USA
132-34	A-EM-S	Entity Support	\$ 4,433.25	SCW	USA
132-34	P-SM-BS-M	Planning - Software Module - Backup Server Maintenance	\$ 1,108.31	SCW	USA
132-34	R-SM-BS-M	Response - Software Module - Backup Server Maintenance	\$ 886.65	SCW	USA
132-34	RM-SM-BS-M	Resource Management - Software Module - Backup Server Maintenance	\$ 2,216.62	SCW	USA
132-34	GIS-SM-BS-M	GIS - Software Module - Backup Server Maintenance	\$ 1,307.81	SCW	USA
132-34	MB-SM-BS-M	Model Builder - Software Module - Backup Server Maintenance	\$ 2,216.62	SCW	USA
132-34	RC-SM-BS-M	Recovery - Software Module - Backup Server Maintenance	\$ 1,108.31	SCW	USA
132-34	CDMS-BS-M	Contagious Disease Model Set - Backup Server Maintenance Requires Resource Mgmt. module	\$ 443.32	SCW	USA
132-34	BAMS-BS-M	Bio-Agents Model Set - Backup Server Maintenance Requires Resource Mgmt. module; included with purchase of Model Builder	\$ 221.66	SCW	USA
132-34	DRMS-BS-M	Debris Removal Model Set - Backup Server Maintenance Requires Resource Mgmt. module; included with purchase of Model Builder	\$ 221.66	SCW	USA
132-34	PHIMS-BS-M	Public Health Information Management System (PHIMS) - Backup Server Maintenance Requires Planning, Response, Resource Mgmt and GIS modules	\$ 332.49	SCW	USA
132-50	AU-T	Advanced User Training - Focus on all modules of the system. (3 days) up to 5 people	\$15,107.30		USA
132-50	UsT	User Training - Focus primarily on the Response and Recovery Module. (1 Day) up to 10 people	\$12,342.57		USA
132-50	CuT	Customized Training - ; Designed to customer's specifications. (1 Day) up to 5 people	\$9,133.50		USA