



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE**

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

Available under this contract:

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

**Large Scale Computers
Application Software**

**Microcomputers
Application Software**

SIN 132-34 - MAINTENANCE OF SOFTWARE 1.

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.

SIN 132 51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D308 Programming Services

FPDS Code D311 IT Data Conversion Services

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.

CONTRACTOR:

Colyar Consulting Group, Inc.

6316 W. Abraham Lane

Glendale, Arizona 85308

Phone: 623.209.1700

Fax: 623.209.1718

[http:// www.ccglink.com](http://www.ccglink.com)

Contract Number: GS-35F-0516V

Period Covered by Contract: June 10, 2009 through June 9, 2019

General Services Administration

Federal Acquisition Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System.

Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

Table is included below, beginning on page 17 through 19.

- 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.

This is not applicable to the software products sold by Colyar Consulting Group, Inc.

- 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. If hourly rates are not applicable, indicate "Not applicable" for this item.

Please refer to page 16-17 for the experience functional responsibilities and education for the hourly positions. Please refer to page 19 for the commercial job titles and hourly rates.

2. Maximum order. \$500,000.00

3. Minimum order. \$100.00

4. Geographic coverage (delivery area).

All of the United States of America.

5. Point(s) of production (city, county, and State or foreign country).

Our Headquarters are in Phoenix, Arizona.

6. Discount from list prices or statement of net price.

Table is included below, beginning on page 17 through 19.

7. Quantity discounts

CCG does not provide any quantity discounts.

8. Prompt payment terms. Net 30 Days

- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

10. Foreign items (list items by country of origin).

This is not applicable to Colyar Consulting Group, Inc.

- 11a. Time of delivery. (Contractor insert number of days.)

The delivery of a software module depends on the specific customer's timeline and the complexity of the software they purchased, among other variables.

- 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.

This is not applicable to Colyar Consulting Group, Inc.

- 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.

This is not applicable to Colyar Consulting Group, Inc.

- 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.

This is not applicable to Colyar Consulting Group, Inc.

12. F.O.B. point(s). Destination

- 13a. Ordering address(es).

Colyar Consulting Group, Inc.

22420 N. 18th Drive

Phoenix, AZ 85027

- 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(es).

Colyar Consulting Group, Inc.

22420 N. 18th Drive

Phoenix, AZ 85027

15. Warranty provision.

Colyar Consulting Group has a 90 days post software delivery date warranty.

16. Export packing charges, if applicable.
Not applicable.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
Not applicable.
18. Terms and conditions of rental, maintenance, and repair (if applicable).
Not applicable.
19. Terms and conditions of installation (if applicable).
Not applicable.
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
Not applicable.
- 20a. Terms and conditions for any other services (if applicable).
Not applicable.
21. List of service and distribution points (if applicable).
Not applicable.
22. List of participating dealers (if applicable).
Not applicable.
23. Preventive maintenance (if applicable).
Not applicable.
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
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/.

Not applicable.

25. Data Universal Number System (DUNS) number.

Colyar Consulting Group's DUNS Number is: 160246724

26. Notification regarding registration in System for Award Management (SAM) database. Applicable

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES

(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (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. 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.

Colyar Consulting Group (CCG) warranties each product against defects for 90 days of installation/purchase. If any defects are found during this time, CCG will make appropriate corrections at no cost.

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.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **623-209-1700** for the purpose of providing user assistance and guidance in the implementation of the software. **The technical support number is available from 8:30 AM to 4:30 PM Mountain time.**

4. SOFTWARE MAINTENANCE

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

1. 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.

2. Software Maintenance as a Service

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

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

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. 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 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

Colyar Consulting Group does not offer term licenses.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at

any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

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

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

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

Colyar Consulting Group does not offer term licenses.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 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.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the 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.

9. SOFTWARE CONVERSIONS - (132-32 AND 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.

10. 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.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Colyar Consulting Group does not offer right-to-copy license pricing.

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 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

- 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 in accordance with this clause.
- 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

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour 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 (Deviation – May 2003) 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 Services.

9. INDEPENDENT CONTRACTOR

All IT 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 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232- 7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) 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.

12. 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 SERVICES AND PRICING

Project Manager

Minimum/General Experience: Twelve years experience, of which at least nine years must be specialized. Specialized experience includes: project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.

Functional Responsibility: Serves as the project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist in working with the Government Contracting Officer (CO), the contract-level Contracting Officer's Representative (COR), the task order-level COR(s), government management personnel and customer agency representatives. Responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline or equivalent experience in a technical or business discipline.

Senior Programmer

Minimum/General Experience: Eight years experience, of which at least 6 years must be specialized. Specialized experience includes software development using best practice lifecycle methodologies, leading a team of other developers, and demonstrating strong skills in development technologies. General experience includes increasing responsibilities in information systems design and/or management.

Functional Responsibility: Creates and updates computer programs to satisfy user requests.

Discusses requests with users for clarification. Recommends modifications to lower costs, enhance usability or expand functionality. Reviews Programmers programs to ensure accuracy and maintainability of programming. Works with Programmers to train them in programming technique and company standards. Develops time and expense estimates to fulfill user requests. Develops test data and test plans for requested programs and systems. Creates reviews program and system documentation and flow charts to ensure accuracy and consistency. Works with data center operations and data security personnel to move programs and systems from test to production status. Travels to client locations nationwide on an as- needed basis. Leads a team of developers on a particular project when directed.

Minimum Education: Associate's degree (A. A.) or equivalent from two-year college or technical school; or two to four years related experience and/or training; or equivalent combination of education and experience. Two years experience in Microsoft Visual Studio and Microsoft Sequel Server required.

Software Analyst/Consultant

Minimum/General Experience: Six years experience, of which at least 4 years must be specialized. Specialized experience includes software and system analysis using best practice lifecycle methodologies, capability in working on multi-task contracts, and demonstrating strong skills in documentation and communication. General experience includes increasing responsibilities in information systems design and/or management.

Functional Responsibility: Defines clients' system requirements through analysis, and designs and develops computer systems of all levels of complexity. Makes technical decisions of large complex development efforts on client's behalf. Provides technical direction and assistance to clients

regarding their software needs. Plans, designs and implements computer programs of complexity. Coordinates work on computer sub-systems by integrating new systems with established systems, and maintaining related files and procedures. Produces materials in coordination with client staff that is understood by other programmers and easily maintainable. Develops test plan specifications, tests and debugs programs according to plan.

Provides and maintains programs and accurate systems documentation for clients. Provides technical direction to project team members in the coordination of technical design implementation across multiple functional areas, and communicates status to project leader as needed. Consults with clients to define technical solutions that meet their business requirements. Provides technical consulting internally and to clients to analyze cross benefit trade-offs of systems and solutions regarding feasibility studies. Travels to client locations nationwide on an as needed basis.

Minimum Education: Bachelor's degree (B. A.) from four-year college or university; and two to four years related experience and/or training; or equivalent combination of education and experience.

Programmer

Minimum/General Experience: Six years experience, of which at least 4 years must be specialized. Specialized experience includes software development using best practice lifecycle methodologies, and demonstrating strong skills in development technologies. General experience includes increasing responsibilities in information systems design and/or management.

Functional Responsibility: Creates and updates computer programs according to user requests. Develops and maintains control language for the execution of each program. Tests programs for desired results using provided test data and tools. Applies proper use of logical programming techniques to ensure the maintainability of each application. Reviews time and expense estimates for user programming requests and recommends clarification and/or modifications as necessary. Maintains knowledge of hardware platform operating systems as well as other operating systems supported by the company. Records and maintains documentation for each written or updated program. Develops flow charts of program logic for each program being developed or modified.

Minimum Education: High school diploma or general education degree (GED); or one year related experience and/or training; or equivalent combination of education and experience. One year experience in Microsoft Visual Studio and Microsoft Sequel Server.

Product Pricing

Part Number	Description	SIN	GSA Rate with IFF
SNP-SMS-W-DN4	School Nutrition Program - Web-based Software Management System	132-33	\$423,929.47
AR-RMS-DN4	Administrative Review Module - Web and PC-based Software Management System	132-33	\$134,659.95
AR-RMS-EN4	Administrative Review Module - Web and PC-based Software Management System - Enhancements	132-33	\$94,760.71
SFS-SMS-W-DN4	Summer Food Service Program - Web-based Software Management System	132-33	\$359,093.20
SFS-RMS-DN4	Summer Food Service Program - Review Module Software	132-33	\$74,811.08
CAC-SMS-DN4	Child and Adult Care Food Program - Web-based Software Management System	132-33	\$448,866.50
CAC-RMS-DN4	Child and Adult Care Food Program - Review Module Software	132-34	\$84,785.89
FDS-SMS-W-DN4	Food Distribution System - Web-based Software Management System	132-33	\$448,866.50
SNP-AM-DN4	School Nutrition Program - Annual Basic Maintainance Fee	132-34	\$76,307.30
AR-AM-DN4	Administrative Review Module -Annual Enhanced Maintenance	132-34	\$35,909.32
SFS-AM-DN4	Summer Food Service Program - Annual Basic Maintainance Fee	132-34	\$64,636.78
SFR-AM-DN4	Summer Food Service Program - Review Module Software Annual Basis Maintenance	132-34	\$34,911.84
CAC-AM-DN4	Child and Adult Care Food Program - Annual Basis Maintainance Fee	132-34	\$80,795.97

CAR-AM-DN4	Child and Adult Care Food Program - Review Module Software Annual Basis Maintenance	132-34	\$34,911.84
FDS-AM-DN4	Food Distribution System - Annual Basis Maintenance	132-34	\$80,795.97
	Project Manager	132-51	\$124.69
	Senior Programmer	132-51	\$94.66
	Programmer	132-51	\$94.76
	Software/Consultant	132-51	\$94.66

Ownership and License of Data and Software Amendment

between:

Colyar Consulting Group (Contractor) and

GSA (CUSTOMER)

The term "computer program" shall mean a series of instructions for operation of a computer or manipulation of data stored in electronic form. A computer program may be written or stored in human or machine readable form, in any format, form or medium, and may be expressed in binary or any higher level language, including but not limited to flow charts showing the desired order and logical relation of operations. "Documentation" shall mean any information about a computer program, including but not limited to manuals, operating instructions, help files, or Contractor's written support policies, in any format, form or medium. A computer program and any documentation relating to that computer program together constitute "Software." "Data" shall mean any information that is either input for a computer program or output from a computer program.

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