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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 GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Catalog/Price List

Schedule: Multiple Award Schedule (MAS)

Contract Number: GS-35F-0598N

Contract Period: May 12, 2018 - May 11, 2023

Pricelist Version: PS-A824 dated 8/20/2020

DUNS: 829088116

NAICS: 511210, 518210, 541330, 541511, 541512, 541513, 541519, 541611, 541990, 561499, 611420

Business Size: Small Business

SIN	Description
511210	Software Licenses
FSC CLASS 7030	INFORMATION TECHNOLOGY SOFTWARE
54151	Software Maintenance Services
611420	Information Technology Training
54151HEAL	Health Information Technology Services
OLM/RC	Order-Level Materials (OLMs)
54151S/RC	Information Technology Professional Services
D301	IT Facility Operation and Maintenance
D302	IT Systems Development Services
D306	IT Systems Analysis Services
D307	Automated Information Systems Design and Integration Services
D316	IT Network Management Services
D399	Other IT Services, Not elsewhere classified
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.	
2. Offeror's and Agencies are advised that the Group MAS - Information Technology Schedule is <u>not</u> 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	
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.	

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1a. Table of Awarded Special Item Numbers (SINs):

OLM/RC Order-Level Materials (OLMs)
 511210/RC Software Licenses
 54151/RC Software Maintenance Services
 54151HEAL/RC Health Information Technology Services
 54151S/RC Information Technology Professional Services
 611420/RC Information Technology Training

1b. Identification of the lowest priced model number and lowest unit price for each SIN:

See Exhibit A.

1c. HOURLY RATES: (Services Only):

Labor Categories	May 12, 2020 - May 11, 2021	May 12, 2021 - May 11, 2022	May 12, 2022 - May 11, 2023
Principal IT Consultant	305.29	317.81	330.84
Senior IT Consultant	226.76	236.06	245.74
IT Consultant	139.52	145.24	151.20
Jr. IT Consultant	113.35	118.00	122.84
Senior Software Engineer	261.64	272.37	283.54
Programmer III	261.64	272.37	283.54
Programmer II	130.81	136.17	141.76
Programmer I	99.35	103.43	107.67
System Analyst	130.81	136.17	141.76
Subject Matter Expert I	162.25	168.90	175.83
Subject Matter Expert II	191.92	199.79	207.98
Subject Matter Expert III	261.71	272.44	283.61
Subject Matter Expert IV	305.33	317.85	330.88
Sr. Database Administrator II	250.68	260.95	271.65
Systems Analyst III	166.01	172.82	179.90
Systems Analyst II	148.33	154.42	160.75
IT Consultant II	155.06	161.42	168.04
Test Engineer II	149.07	155.18	161.55
Information Analyst I	148.33	154.42	160.75
Database Developer	133.81	139.30	145.01
Business Analyst I	132.12	137.54	143.18
Systems Administration I	130.11	135.44	140.99
Information Assurance Engineer - Senior	135.34	140.89	146.66
Systems Administrator - Senior	94.13	97.99	102.01

PRINCIPAL IT CONSULTANT

The Principal IT Consultant has proven technical, analytical, and written skills to apply to the task of insuring the proper planning, testing, implementation, and support of worldwide computer systems. He/She are familiar with networked applications, messaging, software delivery, network management, security protocols, backup, data protection, business process definition, project and program management.

EDUCATION: Master's Degree in related field, or BS + 2 additional years of experience

EXPERIENCE: 10+ years' experience

SENIOR IT CONSULTANT

Senior IT Consultants possess a higher level of experience in data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications. Senior IT

Consultants have experience in a variety of industries and leverage their diverse experience throughout project planning, execution, and delivery.

EDUCATION: Bachelor's Degree in related field

EXPERIENCE: 6+ years' experience

JOB TITLE: IT CONSULTANT

IT Consultants possess a high level of experience in enterprise application development, data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications. IT Consultants have experience in a variety of industries and leverage their diverse experience throughout project planning, execution, and delivery.

EDUCATION: Bachelor's Degree in related field

EXPERIENCE: 2+ years' experience

JR. IT CONSULTANT

Junior IT Consultants work under the supervision of more senior IT Consultants and supports teams in implementing and testing client software and system development projects. The Jr. IT Consultant's skills include basic programming functions and in developing project activities. They most often work as part of a team and take direction from more senior members of the team.

EDUCATION: Bachelor's Degree in related field

EXPERIENCE: 0+ years' experience

SENIOR SOFTWARE ENGINEER

The Senior Software Engineer has experience in software analysis, development and support involving real-time embedded software systems and has thorough knowledge and experience in application structured theory and applications. He/she has extensive experience in the analysis, definition, design development, and writing of software requirements and specifications, determining technical feasibility, assisting in cost estimate preparation, planning, and software development and maintenance.

EDUCATION: Bachelor's Degree in related field, or BS + 2 additional years of experience

EXPERIENCE: 8+ years' experience

PROGRAMMER ANALYST III

The Programmer Analyst III analyzes system requirements, designs systems, conducts tests, and implements designs. They also conceive, design, and test logical structures for solving computing problems. Programmer Analyst III solves computer problems and uses computer technology to meet individual needs of an organization. They help organizations realize the maximum benefit from its investment in equipment, personnel, and business processes. This process may include planning and developing new computer systems or devising ways to apply existing systems' resources to additional operations. The Programmer Analyst III is normally the senior programmer analyst assigned to a team and often has supervisory responsibility for other programmers on the team.

EDUCATION: Bachelor's Degree in related field

EXPERIENCE: 6+ years' experience

PROGRAMMER ANALYST II

The Programmer Analyst II analyzes system requirements, designs systems, conducts tests, and implements designs. They also conceive, design, and test logical structures for solving computing problems. Programmer Analyst II solves computer problems and uses computer technology to meet individual needs of an organization. They help organizations realize the maximum benefit from its investment in equipment, personnel, and business processes. This process may include planning and developing new computer systems or devising ways to apply existing systems' resources to additional operations.

EDUCATION: Bachelor's Degree in related field

EXPERIENCE: 2+ years' experience

PROGRAMMER ANALYST I

The Programmer Analyst I works with more senior programmer analysts in developing and analyzing system requirements, designing systems, conducting tests, and implementing designs. They also help conceive, design, and test logical structures for solving computing problems. The Programmer Analyst I aid in solving computer problems and using computer technology to meet individual needs of an organization. The Programmer Analyst I work as part of a team and takes direction from more senior members of the team.

EDUCATION: Bachelor's Degree in related field, or HS + 4 additional years of experience

EXPERIENCE: 0+ years' experience

SYSTEMS ANALYST

Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

EDUCATION: Bachelor's Degree in related field

EXPERIENCE: 4+ years' experience

SUBJECT MATTER EXPERT I

Performs analytic work in support of systems engineering or planning activities, including the development of preliminary and detailed functional analysis required for ADP systems. Subject matter functional expertise provided includes areas such as inventory management, supply, provisioning, maintenance, transportation, personnel, financial management, and administration.

EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise. An additional four years of relevant experience may be substituted for the bachelor's degree.

EXPERIENCE: Five years applied experience in specific area of expertise including functional experience with relevant processes and ADP systems.

SUBJECT MATTER EXPERT II

Performs analytic work in support of systems engineering or planning activities, including the development of preliminary and detailed functional analysis required for ADP systems. Subject matter functional expertise provided includes areas such as inventory management, supply, provisioning, maintenance, transportation, personnel, financial management, and administration. Introduces innovative approaches and methodologies for processes and support systems. May provide leadership to small teams of functional or technical personnel.

EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise. An additional four years of relevant experience may be substituted for the bachelor's degree.

EXPERIENCE: Seven years applied experience in specific area of expertise including functional experience with relevant processes and ADP systems.

SUBJECT MATTER EXPERT III

Performs analytic work in support of systems engineering or planning activities, including the development of preliminary and detailed functional analysis required for ADP systems. Subject matter functional expertise provided includes areas such as inventory management, supply, provisioning, maintenance, transportation, personnel, financial management, and administration. Introduces innovative approaches and methodologies for processes and support systems. May provide leadership to large teams of functional or technical personnel.

EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise. An additional four years of relevant experience may be substituted for the bachelor's degree.

EXPERIENCE: Nine years applied experience in specific area of expertise including functional experience with relevant processes and ADP systems.

JOB TITLE: SUBJECT MATTER EXPERT IV

Performs analytic work in support of systems engineering or planning activities, including the development of preliminary and detailed functional analysis required for ADP systems. Subject matter functional expertise provided includes areas such as inventory management, supply, provisioning, maintenance, transportation, personnel, financial management, and administration. Introduces innovative approaches and methodologies for processes and support systems. May provide leadership to large teams of functional or technical personnel.

EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise. Four (4) years of documented relevant experience or an Associates Degree together with two (2) years of documented relevant experience, may be substituted for the Bachelors Degree.

EXPERIENCE: Ten years applied experience in specific area of expertise including functional experience with relevant processes and ADP systems.

DUTIES/RESPONSIBILITIES:

SENIOR DATABASE ADMINISTRATOR II

Manages the development of database projects and plans, budgets, staffs and data resources. Can be lead in planning preparation, load analysis, and backup and recovery of data. Prepares and delivers presentations on database management systems (DBMS) concepts. Provides daily supervision and direction to support staff. EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Eight (8) years applied experience in specific area of expertise including relevant functional experience.

SYSTEMS ANALYSTS III

Heads teams and projects. Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

EDUCATION: Bachelor's degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Eight (8) years applied experience in specific area of expertise including relevant functional experience.

SYSTEMS ANALYSTS II

Heads teams and projects. Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Six (6) years applied experience in specific area of expertise including relevant functional experience.

IT CONSULTANT II

IT Consultants possess a high level of experience in enterprise application development, data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications. IT Consultants have experience in a variety of industries and leverage their diverse experience throughout project planning, execution, and delivery.

EDUCATION: Bachelor's degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Four (4) years applied experience in specific area of expertise including relevant functional experience.

TEST ENGINEER II

Reviews, develops, and executes Test Plans and develops Test Reports, which document the results of unit, system, performance, and functionality tests. Performs testing on software, hardware, and system integration and regression. Develops test plans and suites, including test cases and procedures. Executes test plans and logs test results. Identifies and logs any defects, prioritizes them, and recommends fixes. Develops automation tools for testing. Setups and maintains test systems. Interacts with hardware and software engineers/developers

EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Five (5) years applied experience in specific area of expertise including relevant functional experience.

INFORMATION ANALYST I

Design appropriate data collection, assessment, and evaluation instruments to support a workflow analysis. These include instruments used to gather and analyze both quantitative and qualitative information-questionnaires, interview protocols, and experimental protocols. Thoroughly control computerized tools to collect, organize, and analyze data. These include database management systems, spreadsheets, statistical analysis software, and graphic analysis software. Fully control Internet data collection tools and search capabilities.

EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Three (3) years applied experience in specific area of expertise including relevant functional experience.

SYSTEMS ANALYST II

Analyzes, designs, codes, and documents applications of software programs and prepares, maintains, tests, and evaluates systems programs and documentation for small to large scale computers and associated equipment. Assembles and unit tests routines or modified routines; writes system utility programs; codes assigned program segments using appropriate languages and write technical design notes. Coordinates and instructs analysts assigned to project. Prepares time and cost estimates for project. Leads post-implementation analyses.

EDUCATION: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Four (4) years applied experience in specific area of expertise including relevant functional experience.

DATABASE DEVELOPER

Works with more senior project staff to define, develop, test, and deploy database modules, applications, and solutions. Collects and evaluates requirements. Defines file organization, indexing methods, and security procedures. Assists in the development of functional specifications and the preparation and proposal of development criteria, architecture, and implementation schedules. Monitors project execution to ensure adherence to stated design and development standards

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Two (2) years applied experience in specific area of expertise including relevant functional experience.

BUSINESS ANALYST I

Provides application programming support. Designs software tools and subsystems which promote software reuse. Analyzes existing systems for refinement and enhancement. Proficient in requirements determination, problem resolution, client facing interactivity.

EDUCATION: Bachelor's degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Two (2) years applied experience in specific area of expertise including relevant functional experience.

SYSTEMS ADMINISTRATION I

Responsible for all system administration and management including daily system operation, for the computer operating system applicable to the site supported. Must be adept at problem identification and resolution. Must be capable of documenting operating system problems and developing solutions. Uses performance monitoring tools to profile system performance and correct bottlenecks. Uses security monitoring tools to detect weaknesses, viruses, Trojans, and intrusions in order to plug security vulnerabilities

EDUCATION: Bachelor's degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Two (2) years applied experience in specific area of expertise including relevant functional experience.

INFORMATION ASSURANCE ENGINEER - SENIOR

Applies knowledge of IA policy, procedures, and workforce structure to design, develop, and implement a secure network environment. Responsibilities include determining information system security requirements for the common computing infrastructure and environment, guiding the organization in the implementation of security controls and countermeasures, and ensuring information systems are operated and maintained in accordance with security policies and practices.

EDUCATION: BS in related field, or BS + 2 additional years of experience

EXPERIENCE: 8+ years' experience

SYSTEMS ADMINISTRATOR - SENIOR

Responsible for the internal or customer administration, maintenance and management of capacity resources for computers at the operating system and infrastructure level. Builds, configures, troubleshoots and integrates new and existing servers to provide service enhancements, application deployments and infrastructure upgrades. Recommends software and hardware enhancements, diagnoses and corrects issues, defines and implements new services with the goal of achieving maximum server uptime and availability for the customers. Responsible for monitoring performance, system usage. Contributes towards the Disaster Recovery Plan (DRP), backup systems and disk configurations. Conducts system analysis and development to keep systems current with changing technologies.

EDUCATION: BS in related field, or BS + 2 additional years of experience

EXPERIENCE: 8+ years' experience

2. Maximum order:

511210/RC - \$500,000

54151/RC - \$500,000

54151HEAL/RC - \$500,000

54151S/RC - \$500,000

611420/RC - \$25,000

3. Minimum order:

\$100.00

4. Geographic coverage (delivery area):

The geographic scope of this contract is the 48 contiguous states and the District of Columbia.

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

Spin Systems, Inc.

3120 Fairview Park Drive, Suite 800

Falls Church, VA 22042

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

Prices are listed as GSA Net. Discount deducted and IFF included.

7. Quantity Discounts:

None

8. Prompt payment terms:

2%, 20 Days, Net 30

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

Yes, SpinSys accepts Government purchase cards at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold:

Yes, SpinSys accepts Government purchase cards at or below the micro-purchase threshold.

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

Not Applicable

11a. 51 of Delivery: (Contractor insert number of days.)

shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

Special Item Number 54151S

Spin Systems will adhere to the delivery schedule stipulated in each delivery order and/or delivery order amendment.

11b. Expedited Delivery:

See Urgent Requirements (11d) below.

11c. Overnight and 2-day delivery:

See Urgent Requirements (11d) below.

11d. Urgent Requirements:

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing). If the Contractor offers an accelerated delivery time acceptable to the ordering activity, and order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

Destination, Point of Exportation

13a. Ordering address(es):

Spin Systems, Inc.
3120 Fairview Park Drive, Suite 800
Falls Church, VA 22042

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).

Spin Systems, Inc.
3120 Fairview Park Drive, Suite 800
Falls Church, VA 22042

15. Warranty provision:

Not Applicable

16. Export packing charges, if applicable:

Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):

SpinSys will accept government purchase cards for payment below, equal to and above the micro-purchase threshold level.

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).

Spin Systems, Inc.
3120 Fairview Park Drive, Suite 800
Falls Church, VA 22042

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. Section 508 compliance for EIT:

The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

829088116

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

Contractor has an Active Registration in the SAM database

TERMS AND CONDITIONS APPLICABLE PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE OF SOFTWARE (SPECIAL ITEM NUMBER 54151) FOR 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 post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. 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. Spin Systems, Inc. warrants that the SDACA Software will conform, as to all substantial operational features, to Spin Systems' current published specifications when installed and will be free of defects that substantially affect system performance for a period of 1 year from the date of original acceptance. From time to time, Spin

Systems, Inc. may identify certain computer hardware with which Spin Systems, Inc. reasonably believes the software is compatible. Spin Systems does not guarantee or certify compatibility of all possible combinations. Notification of updates, upgrades, or any applicable changes may be in writing either by mail or e-mail.

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 703-318-0803 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 to 5:00 Eastern time. There is also e-mail support at support@spinsys.com and online ticket tracking at: <http://tickets.spinsys.com>.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Upon payment of the appropriate support and maintenance fees, technical support and maintenance will be provided as specified below:

Support services consists of (i) Error Correction, E-Mail Support, Website Support and Telephone Support provided to designated technical support contact(s) concerning the installation and use of the then current release of the Licensed Software and the Previous Sequential Release and (ii) Licensed Software updates that the Licensor at its discretion makes generally available without additional charge. Licensee shall have two designated technical support contacts per location up to a total maximum of four designated technical support contacts.

Licensor provides Hotline support services Monday through Friday, excluding U.S. Holidays, between 9 am and 5 pm EST.

Designated contacts may request technical support services via telephone, Internet, Fax, electronic mail, or posted mail.

Telephone: 703.318.0803, ext. 277

Fax: 703.318.0806

Email: support@spinsys.com

www:<http://tickets.spinsys.com>

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 (511210) AND MAINTENANCE (54151)

Not Applicable

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not Applicable

7. TERM LICENSE CESSATION

Not Applicable

8. UTILIZATION LIMITATIONS (511210, AND 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

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

(3) Except as is provided in paragraph 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.

There is a limit of 200 licenses per server.

9. SOFTWARE CONVERSIONS (511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (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 (511210), 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 SDACA platform can be deployed on any J2EE compliant application server. The recommend Database platform for SDACA is Oracle database server.

Recommended Server Configuration:

Processor: Dual CPU with each CPU configured at: Intel® Xeon Processor at 3.0GHz/2MB Cache, 800MHz FSB 285302G

Memory: 8GB DDR2 400MHz (4X2GB), Dual Ranked DIMMs 8G4D4D

Hard Drive Configuration: RAID 5, 3 Drives, each configured at: 73GB 10K RPM Ultra 320 SCSI Hard Drive

Database sever configuration will depend on application requirements.

11. RIGHT TO COPY PRICING

Spin Systems, Inc. does not offer right to copy.

SIN 511210 PERPETUAL SOFTWARE PRICING:**I. SDACA SIN 511210**

Product ID	Product Description	Quantity	Price	Quantity/Volume Discount		
				Seats	5-25	26-150
SDACA	SDACA Software: Spin Systems, Inc. (SPINSYS) has developed the SDACA system to help customers manage disseminate and distribute data across multiplatform and Decentralized systems. The application's core functionality was built around the strong financial industry approach, wherein data are collected and aggregated from various data sources and utilized for analytical and management systems.	1-4	\$47,355.16	\$97,733.00	\$184,328.87	\$254,911.84
SDACA-BNDL	SDACA Bundle (includes 1 additional server license and support for 15 months) Note must be procured together and purchased as one to get 3 month extension and reduced price	200+	\$335,012.59	N/A	N/A	N/A

*There is a limit of 200 seats per server

II. SBF License SIN 511210

GSA Prod#	Number of Licenses	GSA Price(1) Per Tier with IFF
SPINBF-1	1 thru 50	\$30,212.39
SPINBF-2	51 - 300	\$139,441.81
SPINBF-3	301 - 600	\$250,995.26
SPINBF-4	601 - 1000	\$376,496.73
SPINBF-5	1001 - 1500	\$508,261.96
SPINBF-6	1501 - 2000	\$609,914.36
SPINBF-7	2001 - 2500	\$686,153.65
SPINBF-8	2501 - 3000	\$741,057.43
SPINBF-9	3001 - 3500	\$778,100.25
SPINBF-10	3501 - 4500	\$800,316.37
SPINBF-11	4501+	\$810,333.25

(1) SBF Licenses are sold only by grouped tier

III. SIN 511210 SpinBF Modules

SpinBF Modules ⁽²⁾ Prod Name	Product Description	GSA Price with IFF
SPINBF-Corporate Secretary Module	Keep track of and communicate corporate and subsidiary information including officer and director information, corporate stock records and minute books, and upcoming board meetings and agenda	\$28,455.01
SPINBF-License Management Module	Keep track of your licenses, recorded notes, expiration dates, and costs, and automatically build documents.	\$22,675.57
SPINBF-Calendaring and Docketing Module	Robust calendaring and scheduling integrates with Exchange and aligns calendar events with matter events, persons, and venues/locations. Using rule-based docketing, ticklers and reminders can be set for important events such as expiration dates, court appearances, and document responses. Calendars are available for the entire department, for specific practice areas, for individuals and for critical matters	\$36,287.15
SPINBF-People Management	Virtually all of your contact information, including information for law department professionals, outside counsel, vendors and clients, is maintained in SBF in one location.	\$17,403.02
SPINBF-Correspondence Management	Effectively manage and routinize correspondence circulation and maintain records on important, sensitive, and/or time critical internal and external correspondence.	\$29,353.59
SPINBF-Enhanced Reporting/Dashboard Module	Users can view, manage, assemble and present their data graphically and drill down to detailed information. Information can be repurposed, with minimal effort, as Excel charts, Word documents and PowerPoint presentations.	\$19,562.82
SPINBF-Document Assembly Module	Repurpose the information in the SBF database by using it to assemble documents and forms and incorporating workflow to ensure that proper approvals are provided.	\$16,895.16
SPINBF-Contracts Assembly Module	Contract assembly enables staff to automatically generate tailored contracts depending business rules and matter data improving efficiency and improving service.	\$16,005.94
SPINBF-Document & Records Management Module	Manage, track, retrieve, update, and share documents by matter. Append emails and attachments to matters. Bi-directional integration with Outlook and Lotus Notes.	\$157,934.51
SPINBF-Time Management Module	Manage employee timesheets for project control, customer invoicing, and payroll automation. Manage project costs & schedules using real-time status information. Track activities & expenses back to detailed cost centers and matters.	\$44,795.97
SPINBF-File Management Module	Manage, track, retrieve, update, and share documents by matter. Track the locations of your files, check-in, checkout files. Print and scan barcodes for ease of management.	\$67,193.95

⁽²⁾ The modules are plug-ins on the Spin Business Framework. A license for the Spin Business Framework must be purchased prior to purchasing the SBF specific modules

SIN 54151 MAINTENANCE OF SOFTWARE:

I. SDACA 54151

Product ID	Product Description	Quantity	Price
SDACA-MAINT	SDACA Software Maintenance 12-Months	Not Applicable	\$95,806.55

II. Spin Business Framework Maintenance and Support 54151

SBF License Maintenance GSA Product Name	SBF License Maintenance Description	GSA Price w/ IFF Annual Maintenance
SPINBF-1 Maintenance	Tier 1 Maintenance	\$6,843.11
SPINBF-2 Maintenance	Tier 2 Maintenance	\$31,583.57
SPINBF-3 Maintenance	Tier 3 Maintenance	\$56,850.43
SPINBF-4 Maintenance	Tier 4 Maintenance	\$85,276.51
SPINBF-5 Maintenance	Tier 5 Maintenance	\$115,121.34
SPINBF-6 Maintenance	Tier 6 Maintenance	\$138,145.60
SPINBF-7 Maintenance	Tier 7 Maintenance	\$155,413.81
SPINBF-8 Maintenance	Tier 8 Maintenance	\$167,849.51
SPINBF-9 Maintenance	Tier 9 Maintenance	\$176,239.71
SPINBF-10 Maintenance	Tier 10 Maintenance	\$181,271.66
SPINBF-11 Maintenance	Tier 11 Maintenance	\$183,540.48

TERMS AND CONDITIONS APPLICABLE TO TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 611420)

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

No follow-up training will be provided.

6. PRICE FOR TRAINING

SIN	Product ID	Product Description	Quantity	Price
611420	SDACA-Train-1	SDACA Software Training 5 Days OnSite	Not Applicable	\$11,007.56
611420	SDACA-Train-2	SDACA Software Training 5 Days Offsite	Not Applicable	\$9,093.20

SIN	Product Number	Product Description	GSA Price at Tier Level	Net GSA Price (Includes IFF)
611420	SPINBF-TRAIN1	SPIN BUSINESS FRAMEWORK SOFTWARE TRAINING 5 DAYS OFF SITE	\$10,925.00	\$11,007.56

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. Training will be required on the SDACA platform. Training and support can be provided

- On site training : Spin Systems engineers will travel on-site to provide training
- In-house Training : Spin Systems offers in-house classes at our facilities in Sterling
- Staff Augmentation: Spin Systems can provide qualified staff to augment the existing staff and support in the implementation of the SDACA solution.

9. “NO CHARGE” TRAINING

No free training will be provided

APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**1. SCOPE.**

a. The prices, terms and conditions stated under Special Item Number 54151S 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 Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES.

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK).

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying

IT professional services under SIN 132–51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 54151S. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

4. 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 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.

5. PERFORMANCE OF SERVICES.

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency 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.

6. INSPECTION OF SERVICES.

The Inspection of Services-Fixed Price (AUG 1996) 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) 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 Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT.

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR.

All ITC 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 Government.

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 Government contract, without some restriction on 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 Government, ordering offices 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 office 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 Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 apply to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor hour orders placed under this contract.

13. RESUMES.

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency 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.

Spin Systems' greatest strength comes from the people we hire and the knowledge, experience and unbounded energy they bring to each project. The people of Spin Systems are passionate individuals dedicated to the future of our clients, our company and the Internet. Our project teams have decades of experience at our Fortune 500 client sites. Our team members are specialized experts, deeply rooted in emerging technologies. We work with our client to deliver working solutions that the client can maintain without relying on outside resources. Services we provide include: Professional Services, eSolutions, ecommerce Solutions, Professional Training, and Design.

a. SERVICES.

Professional Services

Spin Systems consultants are experts in their fields, and our success depends on them. We have an established in-house support network for our consultants, which allows them to call on other experts if assistance and technical advice are needed. We deliver services in the several areas:

eSolutions Provider

Spin Systems' core team has decades of experience in providing technical solutions to their customers. By building state-of-the-art in-house research and development facilities, Spin Systems has the capability of building, deploying and hosting systems on our infrastructure. Spin Systems has teamed up with UUNET to ensure that we provide the infrastructure needed for our clients. Our expertise in firewalls and secure systems provides an added benefit for systems deployment on our infrastructure.

eCommerce Solutions Provider

Spin Systems has the expertise and infrastructure to provide e-commerce solutions to meet the needs of our customers. The e-commerce solutions that we provide range from business-to-business applications to business-to-consumer applications. Our solutions include: credit card processing, EDI, and custom e-commerce solutions.

Professional Training

The corporate culture at Spin Systems mandates constant knowledge transfer within the company and with our clients. Our headquarters contain training facilities where our employees share their technical expertise to ensure that the highest quality eSolutions are created. As an added service, we provide access to these training classes for our customers and their employees/partners.

Design Partnerships

Spin Systems focuses on providing technical solutions. In order to provide full solutions to our customers, we have developed strong relationships with several graphic design companies to help us deliver exceptional design solutions to our customers.

APPLICABLE TO HEALTH INFORMATION TECHNOLOGY SERVICES (SPECIAL ITEM NUMBER 54151HEAL)

1. SCOPE.

a. The prices, terms and conditions stated under Special Item Number 54151HEAL Health Information Technology Services apply exclusively to Health IT Services within the scope of this Health Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES.

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK).

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3). GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures,

etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

4. 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 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.

5. PERFORMANCE OF SERVICES.

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

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

c. The Agency 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.

6. INSPECTION OF SERVICES.

The Inspection of Services-Fixed Price (AUG 1996) 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) 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 Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT.

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR.

All ITC 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 Government.

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 Government contract, without some restriction on 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 Government, ordering offices 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 office 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 Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 apply to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor hour orders placed under this contract.

13. RESUMES.

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency 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 HEALTH IT SERVICES AND PRICING.

Spin Systems’ greatest strength comes from the people we hire and the knowledge, experience and unbounded energy they bring to each project. The people of Spin Systems are passionate individuals dedicated to the future of our clients, our company and the Internet. Our project teams have decades of experience at our Fortune 500 client sites. Our team members are specialized experts, deeply rooted in emerging technologies. We work with our client to deliver working solutions that the client can maintain without relying on outside resources. Services we provide include: Professional Services, eSolutions, ecommerce Solutions, Professional Training, and Design.

a. SERVICES.

- Connected Health
- Electronic Health Records
- Emerging Research
- Health Analytics
- Health Informatics

- Health Information Exchanges
- Innovative Solutions
- Personal Health Information Management
- Other Health IT Services

USA Commitment to Promote Small Business Participation

TTG provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Shourya Ray** **703-318-0803** sray@spinsys.com

Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and [Company Name] enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)

_____.

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

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

Signatures

Agency

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

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

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

Basic Guidelines for Using “Contractor Team Arrangements”

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

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

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

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

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

Here is a general outline on how it works:

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