



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaaadvantage.gov>

SCHEDULE TITLE:

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

FSC GROUP: 70

CONTRACT NUMBER: GS-35F-151BA

CONTRACT PERIOD: February 1, 2014 to January 31, 2019

DOCUMENT INCORPORATION:

The following documents are hereby incorporated and made a part of this contract:

- a. Standard Form 1449, signed 2013;
- b. Final Proposal Revision, dated 11.22.2013;
- c. Digerati Systems Inc's. Commercial Price List, effective 01.01.2012, and;
- d. Offer Response Document (VRD), dated 10.11.2013.

ECONOMIC PRICE ADJUSTMENT INFORMATION:

EPA clause 552.216-70 shall apply to this award as increases will be based on Digerati Systems Inc's. Commercial Price List, effective 01.01.2012.

CONTRACT PERIOD:

Base Period: February 1, 2014 – January 31, 2019 (Base Period)

Option 1: February 1, 2019 – January 31, 2024

Option 2: February 1, 2024 – January 31, 2029

Option 3: February 1, 2029 – January 31, 2034

For more information on ordering from Federal Supply Schedules click on the **GSA Schedules link** at www.fss.gsa.gov

CONTRACTOR:

Digerati Systems Inc.
8501 Wade Boulevard, Suite 520
Frisco, TX 75034-6270
Phone: 412.512.8368
Fax: 734.503.5987
www.digerati-systems.com
phani.vemuri@digerati-systems.com

CONTRACTOR'S ADMINISTRATION SOURCE: PhaniGopal S. Vemuri

BUSINESS SIZE: Small

CONTRACT INFORMATION:

1. MAXIMUM ORDER*:

The maximum order is a dollar amount at which it is suggested that the ordering agency Request higher discounts from the contractor before issuing the order. The contractor may: 1) Offer a new lower price, 2) Offer the lowest price available under the contract, or 3) Decline the order within five (5) days. In accordance with the Maximum Order Provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.

132-51, \$500,000 per order

<u>SIN</u>	<u>DESCRIPTION</u>
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132-51	Information Technology Professional Services
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3. MINIMUM ORDER: \$100

4. FOREIGN ITEMS/TRADE AGREEMENTS ACT COMPLIANCE:

N/A

5. PRICE REDUCTION/DISCOUNT RELATIONSHIP:

The price/discount relationship between the Government and the MFC/BOA will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government's basic discount will never be less than 4% and will always be 4% greater than the 0% basic discount granted to the MFC/BOA. (MFC/BOA is "Commercial End Users").

6. (FOR SOFTWARE ONLY) **NOTE: Terms Regarding Manufacturers' End-User License Agreements: N/A

7. BASIS OF AWARD CONTRACT TERMS (In accordance with General Services Administration Acquisition Manual (GSAM) 538.271(c) and 552.238-71, Price Reduction Clause):

MFC and Basis of Award (BOA) Customer: Commercial End Users

Basic Discount: 4%

Quantity/Volume Discount: +1% \geq \$150K

Prompt Payment Discount: Net-30 days

GEOGRAPHIC COVERAGE: The 50 United States – (CONUS and OCONUS)

FOB: N/A Services Only

-This information is based on non-pricelist matrix and/or commercial pricelist and no other discounts or concessions are given to this customer.

-No other discounts or concessions are given to this customer.

8. **Points of Production:** N/A
- 9.a Digerati Systems Inc. **does accept Government Purchase Card payments at or below the micro-purchase threshold.**
- 9.b Digerati Systems Inc. **does not accept Government Purchase Card payments above the micro-purchase threshold.**
10. **FOREIGN ITEMS:** None
- 11a. **TIME OF DELIVERY:** 30 Days ARO
- 11b. **EXPEDITED DELIVERY:** Contact the Contractor
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** N/A
- 11d. **URGENT REQUIRMENTS:** N/A
12. **ORDERING ADDRESS:** Same as contractor address
13. **ORDERING PROCEDURES:** For Supplies and Services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
14. **PAYMENT ADDRESS:** Same as contractor address above
15. **WARRANTY PROVISION:** None (Professional Services Only SIN 132-51)
16. **EXPORT PACKING CHARGES:** Not applicable
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (thresholds below the micro-purchase level)
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR OTHER SERVICES:** NA
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** NA
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** N/A

25. DUNS NUMBER: 968052444

**26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR
REGISTRATION (CCR) DATABASE: SAM registration
valid thru 07.02.2014**

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

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – 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 (May 2001) (Deviation 1 – 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 – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

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

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

SIN	Service Proposed	Prices offered to GSA (including IFF)
132 51	Lead Software Engineer	\$87.05
132 51	Sr. Programmer Analyst	\$77.38
132 51	Programmer Analyst	\$71.09
132 51	Sr. Software Engineer	\$85.12
132 51	Jr. Software Engineer	\$62.87
132 51	Software Engineer	\$70.61

Job Title	Detailed Position Description and functional responsibilities	Min Years of Experience	Min Education
Lead Software Engineer	The PeopleSoft Financials Functional Subject Matter Expert (SME) will lead the Express global super-user community for the General Ledger and related modules of PeopleSoft. The SME will act as the company's in-house consultant to guide both PeopleSoft roll-outs and on-going user support for optimizing the functionality of the GL and any future modules. The SME will assist Corporate Accounting/Finance to develop, implement and maintain best-practices in the use of the modules at Express's operating units worldwide.	<p>PeopleSoft Fianacial Functional Lead</p> <p>7 years of relevant experience in PeopleSoft Hands on experience on configurations and functionalities of General Ledger, Accounts Payable, eProcurement, Banking, Travel and expenses, purchasing and supplier contract management modules.</p> <p>At least 7 years of experience leading teams in upgrade and conversion projects.</p> <p>A minimum of 2 full life cycle implementations, upgrades and conversions</p> <p>Ability to work independently and manage multiple task assignments</p> <p>Strong oral and written communication skills, including presentation skills (MS Visio, MS PowerPoint)</p> <p>Strong problem solving and troubleshooting skills with the ability to exercise mature judgment</p> <p>Eagerness to mentor junior staff</p> <p>Thoroughly review the release notes.</p> <p>Identify customizations and assist developers with resolving issues.</p> <p>Create and execute test plans (system, integration, and end-user acceptance tests).</p> <p>Modify and test queries.</p> <p>Resolve issues with the assistance of other upgrade team members.</p> <p>Document all issues.</p> <p>Determine acceptance of the new release.</p>	Masters Degree

Sr. Programmer Analyst	<p>Consultant would be asked to develop interface files for 3PL (Third party logistics). The interface files would be developed in the customer's PeopleSoft application. The interface files include customer master (outbound), product master (outbound), warehouse order (outbound), warehouse order confirmation (inbound), inventory snapshot (outbound), inventory adjustments (inbound)</p>	<p>PeopleSoft Developer</p> <p>5 - 7 years PeopleSoft experience Senior level PeopleSoft developer</p> <p>PeopleSoft skills must include inventory management</p> <p>Excellent written and verbal communication skills</p> <p>Must have the ability to collaborate with customer IT staff on solutions</p> <p>Must have the ability to sit at the customer site</p>	Masters Degree
Programmer Analyst	<p>The Application Developer will develop and maintain new applications for PeopleSoft Financials, and SCM and enhance PeopleSoft delivered product as required by TriNet's business needs. The person in this position will work with end users, as well as technical and functional team members to accomplish the design, coding, testing, and implementation of new applications to satisfy business needs. .</p>	<p>PeopleSoft Developer</p> <p>3+ years extensive experience in analysis, design, and development utilizing PeopleSoft nVision reporting</p> <p>3 years of PeopleSoft FMS (Financial management solutions) Application experience (experience with FMS v9.1 preferred)</p> <p>Strong ability to develop reports based on understanding customer requirements</p> <p>Strong ability to develop report documentation based on the customer requirements</p> <p>Strong understanding of all phases of the application development lifecycle; specifically related to PeopleSoft application development</p> <p>Strong understanding and application of project management disciplines</p>	Masters Degree
Sr. Software Engineer	<p>Under the direction of the PeopleSoft Project Manager; The PS Developer will be responsible for leading projects of medium to high complexity and supporting Application configuration, design, testing and troubleshooting of PeopleSoft Financial modules and/or FSCM technology systems. Provide exceptional customer service to all customers in anticipating needs of application functionality, resolving problems, and related issues. Perform thorough documentation of programs, businesses process flows and systems. Work effectively with other members of the eHR team to create and promote a healthy high performing work environment.</p>	<p>PeopleSoft Financial Developer</p> <p>5 - 7 years experience implementing PS Expertise at Project Costing functions, system configuration, and customizations</p> <p>Excellent communication, collaboration and presentation skills.</p> <p>Proven ability to influence, problem solve, and creatively solution issues in a team setting.</p> <p>Technical aptitude; Expertise with PeopleSoft Project Costing, PeopleSoft Financials Application interfaces, Data Integration</p> <p>Business process aptitude; Experienced with Finance business processes and concepts, in particular project financials.</p> <p>Define scope between Expense and Execution functions.</p>	Masters Degree

<p>Jr. Software Engineer</p>	<p>The PeopleSoft Developer may develop and review requirements, create design documents, write programs, package, test, configure and deploy software. The Application developer will also participate and collaborate with other stakeholder including security, quality assurance, training, project management, engineering, hosting, & procurement when required to assist in other aspects of their projects. The Application Developer are expected to be results-oriented, have knowledge of the relevant platforms and environments, and be familiar with business process, functions and data within their domain to provide innovative, insightful, and secure solutions.</p>	<p>PeopleSoft Developer1 - 2 years experience with implementing PeopleSoft Financials, including Project Costing, Purchasing, General Ledger and/or Asset Management modulesThorough understanding of PeopleSoft, including PeopleCode, App Engine and SQRs1 - 2 years work experience developing data models, functional requirements definition, requirements elicitation and management1 - 2 years of work experience demonstrating strong problem solving skills.1 - 2 years of work experience writing and performing application test scripts to ensure the application is performing according to the designer’s specifications and meets customer needs.1 - 2 years work experience with spreadsheets, word processing, and/or business systems (Word, Excel, PowerPoint, MS Project, VISIO).1 - 2 years work experience understanding concepts governing relational database structures, and user reporting/query tools.Well developed communication skills – oral, written, listening. Good analytical and negotiation skills, and close attention to detail.Must be a team player and be able to adjust to change and cope with bureaucratic processes inherent to governmental agencies.</p>	<p>Masters Degree</p>
<p>Software Engineer</p>	<p>The PeopleSoft Functional Specialist will analyze business requirements, design, implement, and test PeopleSoft integration solutions using software integration tools and techniques based on best practices.</p>	<p>PeopleSoft Functional Consultant</p> <p>3 to 5 years of experience in implementing and / or upgrading the PeopleSoft Accounts Receivable and Billing modules as functional specialist. Experience gathering the requirements, excellent analytical skills coupled with a good understanding of software engineering practices. Experience in documenting functional specifications, test plan and test cases. Experience in modeling the process flow/diagram, data flows etc. Effective communicator, needs to deal with business team on a daily bases. Should be equally effective on reporting to the senior management for the project status, risks, alternatives for risk mitigation etc.</p>	<p>Masters Degree</p>