GENERAL SERVICES ADMINISTRATION

Federal Supply Service
Authorized Federal Supply Schedule 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 are available through GSA Advantage®, a menu-driven database system. The INTERNET address GSA Advantage® is: GSAAdvantage.gov.

Schedule Title – IT Schedule MAS
FSC Group, Part, and Section or Standard Industrial Group (as applicable) FSC Class(es)/Product code(s) and/or Service Codes (as applicable) – SIN 132-32, 132-33, 132-51
Contract number - GS35F349GA
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Contract period – one year from purchase, annually renewable.
Contractor's name, address, and phone number:
Solver, Inc.
10780 Santa Monica Blvd
Suite 370
Los Angeles, CA 90025
310-691-5300
Contractor’s internet address/web site where schedule information can be found (as applicable). www.solverglobal.com
Contract administration source (if different from preceding entry).
Business size – SMB, 110 Global employees
Prices Shown Herein are Net (discount deducted).
1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).
SIN 132-32, SIN 132-33, SIN 132-51

<table>
<thead>
<tr>
<th>Product Item</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solver Reporting (includes the Data Warehouse and 1 Power User)</td>
<td>$312 per month</td>
</tr>
<tr>
<td>Solver Budgeting (includes the Data Warehouse and includes Workflow)</td>
<td>$412 per month</td>
</tr>
<tr>
<td>Power User License – build reports/budget input forms</td>
<td>$52 per month</td>
</tr>
<tr>
<td>End User License – run reports and data entry</td>
<td>$21 per month</td>
</tr>
<tr>
<td>End User License – read only</td>
<td>$16 per month</td>
</tr>
<tr>
<td>Data Connector (pre-built integration connectors)</td>
<td>$253 per month</td>
</tr>
<tr>
<td>Additional Data Modules (5 pack) – 3 come standard with Reporting and an additional 2 with Budgeting</td>
<td>$288 per month</td>
</tr>
<tr>
<td>Advanced Consolidations/Eliminations</td>
<td>$144 per month</td>
</tr>
<tr>
<td>Additional Cloud Data Processing – 10 GB packs</td>
<td>$230 per month</td>
</tr>
<tr>
<td>Additional Companies</td>
<td>$21 per month</td>
</tr>
<tr>
<td>Report Publisher</td>
<td>$206 per month</td>
</tr>
<tr>
<td>Additional Tenant(s)</td>
<td>$187 per month</td>
</tr>
<tr>
<td>Solver Academy – online learning subscription</td>
<td>$66 per month</td>
</tr>
<tr>
<td>Quick Start Implementation Services I – 60 hours of system setup/configuration, data load/integration setup, training, report and input form design/build, project management.</td>
<td>$12,900 (one time price – not monthly)</td>
</tr>
<tr>
<td>Quick Start Implementation Services II – 80 hours of system setup/configuration, data load/integration setup, training, report and input form design/build, project management.</td>
<td>$17,200 (one time price – not monthly)</td>
</tr>
<tr>
<td>Quick Start Implementation Services III – 100 hours of system setup/configuration, data load/integration setup, training, report and input form design/build, project management.</td>
<td>$21,500 (one time price – not monthly)</td>
</tr>
<tr>
<td>Quick Start Implementation Services IV – 120 hours of system setup/configuration, data load/integration setup, training, report and input form design/build, project management.</td>
<td>$25,800 (one time price – not monthly)</td>
</tr>
<tr>
<td>Additional Implementation Services – functional or technical consultant.</td>
<td>$215 per hour</td>
</tr>
</tbody>
</table>

Note: Software must be paid for the year at the time of ordering. All software is Cloud or available for on-premise deployment. Implementation services are billed as incurred.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on Solver, Inc.
a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. – the lowest prices are shown above, minimum quantity is 1. There is no geographic pricing.
1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item. – Not applicable

2. Maximum order – there is no maximum order.

3. Minimum order – the minimum order is a quantity of 1 or $16.

4. Geographic coverage (delivery area). – all 50 States.

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

6. Discount from list prices or statement of net price. – prices shown herein are net, discount included.

7. Quantity discounts. – there may be volume discounts.

8. Prompt payment terms. – net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

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

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

10. Foreign items (list items by country of origin). – Not Applicable

11a. Time of delivery. (2 days or less for software to be provisioned)

11b. Expedited Delivery. - Not Applicable

11c. Overnight and 2-day delivery. – Not Applicable

11d. Urgent Requirements. - agencies can contact the Contractor’s representative to effect a faster delivery.

12. F.O.B. point(s). – Not Applicable


13b. Ordering procedures: - place the order online, or through a Solver representative, or by emailing sales@solverglobal.com


15. Warranty provision. – Solver products are warranted against any manufacturing defects.

16. Export packing charges, if applicable. – Not Applicable

Solver, Inc.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). No thresholds apply.

18. Terms and conditions of rental, maintenance, and repair (if applicable). - Not Applicable

19. Terms and conditions of installation (if applicable). - Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). - Not Applicable

20a. Terms and conditions for any other services (if applicable). - Not Applicable

21. List of service and distribution points (if applicable). - Not Applicable

22. List of participating dealers (if applicable). - Not Applicable

23. Preventive maintenance (if applicable). - Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). - Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/. - Not Applicable

25. Data Universal Number System (DUNS) number. - 965083272

26. Notification regarding registration in System for Award Management (SAM) database. – Solver is registered in SAM.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements. - Not Applicable

(5) Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at: Email: NCSCCustomer.Service@gsa.gov

U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St., Kansas City, MO 64108
Solver, Inc.
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. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) (DEVIAION – FEB 2007) (DEVIAION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) (DEVIAION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIAION - FEB 2007) for Time- and-Materials and Labor-Hour Contracts orders placed under this contract.

2. **COMMERCIAL SUPPLIER AGREEMENTS**
   Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. **GUARANTEE/WARRANTY**
   a. The Contractor’s commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.
   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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
4. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number ___310-691-5300 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from ______ 6am to ______________6 pm PST._

**Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.**

5. **SOFTWARE MAINTENANCE**

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

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

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

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

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

   (2) _____ Software Maintenance Services (SIN 132-34)

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

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

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

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

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

c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30 of the contract period.

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

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

**The phrase, “Term Licenses and/or Software Maintenance Service” in the preceding paragraphs may need to be revised in order to be consistent with the Offeror’s proposal; e.g., if only software maintenance is offered, all references to “term licenses” should be deleted from the preceding paragraphs.**

7. **CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

a. When a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

b. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

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

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

8. **TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for a period of months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during

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a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

**Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.**

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


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 9.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 software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.

(6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 132-33)

Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an
embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19970-2 standard.

Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

(9) Reallocation of Perpetual Software (Option 2 SIN 132-33)

a. The purpose of SIN 132-33 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

b. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

c. Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

d. The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

e. As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.
f. Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 132-34) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

g. When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 132-34), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

h. The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be 0 percentage (%) of the
original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

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

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses, if commercially available.

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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 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 1-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.

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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


7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIAITION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIAITION 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/IAM 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, minimum general experience and minimum education.

c. The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor’s Degree in Computer Science
Consulting Services Tiers and Pricing

<table>
<thead>
<tr>
<th>Consulting Services Tiers</th>
<th>Price (One time – not monthly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quick Start Implementation Services I – 60 hours of system</td>
<td>$12,900</td>
</tr>
<tr>
<td>setup/configuration, data load/integration setup, training,</td>
<td></td>
</tr>
<tr>
<td>report and input form design/build, project management.</td>
<td></td>
</tr>
<tr>
<td>Quick Start Implementation Services II – 80 hours of system</td>
<td>$17,200</td>
</tr>
<tr>
<td>setup/configuration, data load/integration setup, training,</td>
<td></td>
</tr>
<tr>
<td>report and input form design/build, project management.</td>
<td></td>
</tr>
<tr>
<td>Quick Start Implementation Services III – 100 hours of system</td>
<td>$21,500</td>
</tr>
<tr>
<td>setup/configuration, data load/integration setup, training,</td>
<td></td>
</tr>
<tr>
<td>report and input form design/build, project management.</td>
<td></td>
</tr>
<tr>
<td>Quick Start Implementation Services IV – 120 hours of system</td>
<td>$25,800</td>
</tr>
<tr>
<td>setup/configuration, data load/integration setup, training,</td>
<td></td>
</tr>
<tr>
<td>report and input form design/build, project management.</td>
<td></td>
</tr>
<tr>
<td>Additional Implementation Services – functional or technical</td>
<td>$215 per hour</td>
</tr>
<tr>
<td>consultant.</td>
<td></td>
</tr>
</tbody>
</table>

Labor Categories:
- Functional Consultant – design/builds input forms and reports,
  conducts training and workshops.
- Technical Consultant – software setup and data integration.
- Project Manager – responsible for overall project delivery and
  managing tracking to scope and budget.

All billed at $215 per hour.

Consulting Service Task Groups

The following task groups are completed as part of the Solver product implementation and are included in the services tiers above of available for a la carte purchase.

- **Provision Tenant/Installation/Setup/Configuration**
  - Provision tenant and setup for data load.

- **Design/Map/Create/Connect Integration/Load Data**
  - Data integration to the Solver data warehouse.

- **Training and Workshops**
  - On-site or remote training and hands-on workshops.

- **Solver Design/Build/Test Input Forms, Reports**
  - Input Forms
  - Reports
Services Exclusions
Solver Consulting Services does not include the following:

✓ Third party tools which may be used in connection with the Solver product. These third party tools are not the responsibility of Solver to install or support.
✓ Modification or customization of purchased Solver Module(s), features and/or functionality.
✓ Integration or import of any data sources or any other databases, outside of scope, unless a Change Order is issued.
✓ Building additional reports, budget templates outside of scope, unless a Change Order is issued.
✓ Setting up users or security. The Solver Software Admin Guide can be used as a guide to complete this task.
✓ Specific end-user procedure manuals or documentation beyond the standard documentation provided with the application (installation and user guides).

Service Delivery Assumptions

✓ Client will provide a listing of the dimensions/fields in each row and column in the forms and reports to be developed and assist in the mapping of fields from data source to the Solver software by communicating which fields need to be included and excluded during the integration.
✓ Client is responsible for the data being available and validated prior to the start of any integration. Client or their representative is presumed to be the subject matter expert for all data sources being used with the Solver software and will provide guidance as needed on tables, fields, etc. for any data source.
✓ Client will be available as needed to discuss system requirements, participate in design meetings, review design documents, confirm and sign off on design decisions. Client will assign a project leader who will have overall responsibility for the project and finalizing design decisions within the organization. If resources are not available as needed, or there are organizational changes, it may affect the project completion date, and/or the amount of Solver consulting resources required.
✓ While onsite, Solver consultants will be provided with network connectivity, access to the Internet, system logins with appropriate privileges. Solver will comply with all published Client policies and procedures while onsite.