AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

SPECIAL ITEM NUMBER (SIN) 511210 - SOFTWARE PUBLISHERS

SPECIAL ITEM NUMBER (SIN) 54151S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
541511 - Custom Computer Programming Services
541512 - Computer Systems Design Services
541519 - Other Computer Related Services
541513 - Computer Facilities Management Services

SPECIAL ITEM NUMBER (SIN) OLM: Order-Level Materials (OLM)

Note: Any non-professional services must be incidental to and in direct support of the professional service

Subsystem Technologies, Inc.
2121 Crystal Drive, Suite 806
Arlington, VA 22202-3969
Telephone: (703) 841-0071
Fax: (703) 841-0068
Website: http://www.subsystem.com/

Contract Number: GS-35F-385DA

Period Covered by Contract: June 30, 2016 – June 29, 2021
Catalog effective through Modification #PS-A821, dated July 28, 2020

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist is also available on the GSA Advantage! system. Agencies can browse GSA Advantage! by accessing the via Internet at http://advantage.gsa.gov/
SPECIAL NOTICE TO AGENCIES: Small Business Participation
SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (http://www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (http://www.gsa.gov/schedules) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:
Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:
[X] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Subsystem Technologies, Inc.
2121 Crystal Drive, Suite 806
Arlington, VA 22202-3969
Telephone: (703) 841-0071
Fax: (703) 841-0068

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: (703) 841-0071.
3. **LIABILITY FOR INJURY OR DAMAGE**
   The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**
   Block 9: G. Order/Modification Under Federal Schedule
   Block 16: Data Universal Numbering System (DUNS) Number: **185057460**
   Block 30: Type of Contractor - **Small Business**
   Block 31: Woman-Owned Small Business - **No**
   Block 36: Contractor's Taxpayer Identification Number (TIN): 52-1488512
   4a. CAGE Code: **0DP19**
   4b. Contractor has registered with the System for Award Management (SAM).

5. **FOB: DESTINATION**

6. **DELIVERY SCHEDULE**
   a. **Time of Delivery:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:
      
      | SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
      |--------------------|--------------------------|
      | SIN 511210         | 30 Days ARO             |
      | SIN 54151S         | In accordance with terms of awarded Task Orders |
   
   b. **Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery 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, any 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.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
   a. **Prompt Payment:** **0% - Net 30 days**
   b. **Quantity:** **None**
   c. **Dollar Volume:** **None**
   d. **Government Educational Institutions:** None
   e. **Other**

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**
   All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** **N/A**

10. **SMALL REQUIREMENTS:**
    The minimum dollar value of orders to be issued is **$100.00**.
11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment):**

   The Maximum Order value for the following Special Item Numbers (SINs) is **$500,000**.

   - Special Item Number 511210 - Software Publishers
   - Special Item Number 54151S - Information Technology Professional Services

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS:**

   Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

   a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
   b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

   **13.1 Federal Information Processing Standards Publications (FIPS PUBS):**

   Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

   **13.2 Federal Telecommunication Standards (FED-STDs):**

   Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003):**

   a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

i. Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

j. Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

k. Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:
Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (I) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4).

16. GSA ADVANTAGE!
GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors’ schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer’s Part Number; and

17. PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
(1) Time of delivery/installation quotations for individual orders;
(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor’s technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs):

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s).
Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS:
Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION:
The Davis-Bacon Act, as amended provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or 33411REF.

23. SECTION 508 COMPLIANCE:
If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:
Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order.
(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
(b) The following statement:

This order is placed under written authorization from ____________________________ dated ____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5):
a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting
the Government’s interest shall not be effective—
(1) For such period as the laws of the State in which this contract is to be performed prescribe; or
(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

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

27. ADVANCE PAYMENTS:
A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).
1. **INSPECTION/ACCEPTANCE:**
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government 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 item, unless the change is due to the defect in the item.

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. Standard Commercial Warranty. Representations and Warranties. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
   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. 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, if applicable.
   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 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number shall be available during specified hours.
   a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time

4. **SOFTWARE MAINTENANCE:**
   a. Software maintenance service shall include the following:
   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 (SIN 511210) AND MAINTENANCE (SIN 54151):**
   a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

6. **CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:**

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

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

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

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

7. **TERM LICENSE CESSATION:**

a. After a software product has been on a continuous term license for a period of 12 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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:
   i. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
   ii. 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.
   iii. 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.
   iv. 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.
   v. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. **SOFTWARE CONVERSIONS - (511210):**
Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, 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, 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.

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

11. **RIGHT-TO-COPY PRICING:**
The Contractor shall insert the discounted pricing for right-to-copy licenses.
1. **SCOPE:**
   a. The prices, terms and conditions stated under Special Item Number 54151S 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.

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) (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 (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:

Database Engineer

**Functional Description:** The DBE works primarily at the front end of the lifecycle—requirements through system acceptance testing and Initial Operational Capability (IOC).

- Provides technical expertise for database design, development, implementation, information storage and retrieval, data flow and analysis.
- Develops relational and/or Object-Oriented databases, database parser software, and database loading software.
- Projects long-range requirements for database administration and design.
- Responsible for developing a database structure that fits into the overall architecture of the system under development and has to make trades among data volumes, number of users, logical and physical distribution, response times, retention rules, security and domain controls.
- Develops requirements from a project’s inception to its conclusion for a particular business and Information Technology (IT) subject matter area (i.e., simple to complex systems).
- Assist with recommendations for, and analysis and evaluation of systems improvements, optimization, development, and/or maintenance efforts.
- Translates a set of requirements and data into a usable document by creating or recreating ad hoc queries, scripts, and macros; updates existing queries, creates new ones to manipulate data into a master file; and builds complex systems using queries, tables, Open Database Connectivity and database storage and retrieval using Cloud methodologies.

**Minimum Experience:** Ten years

**Minimum Education:** Bachelor’s Degree

Engineer Tech

**Functional Description:** Selects and adapts plans, techniques, designs or layouts.

- Contacts personnel in related activities to resolve problems and coordinate the work; reviews, analyzes, and integrates the technical work of others.
- Designs, develops and constructs major units, devices or equipment; conducts tests, analyzes results and redesigns or modifies equipment to improve performance. Reports results.
- From general guidelines or specifications, develops designs for equipment such as special purpose circuitry.
- Analyzes technical data to determine applicability to design problems; selects from several possible design layouts; calculates design data; and prepares data and layouts, detailed specifications, parts lists, estimates, procedures, etc.

**Minimum Experience:** Five years

**Minimum Education:** Associate’s degree

Program Manager

**Functional Description:** The Program Manager shall be responsible for the successful cost, schedule, and performance of the contract. Serves as the main point of contact for the Contracting Officer (CO), the Contracting Officer’s Representative (COR), the Government Program Manager, and the Contractor’s senior management.

- Directly contributes to program efforts in several areas, including cost management/avoidance, schedule estimation and tracking, contract performance management, risk management, requirements analysis, and quality assurance activities.
- Ensures proper performance of tasks necessary to ensure the most efficient and effective execution of the contract.
- The PM shall utilize expert communication skills needed to direct the skilled technical resources.
and report on the technical progress, issues, and problem areas, as well as write and review technical documents.

**Minimum Experience:** Fifteen years  
**Minimum Education:** Bachelor’s Degree

**Project Manager**  
**Functional Description:** Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.
- Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel.
- Confers with project staff to outline work plans and to assign duties, responsibilities, and scope of authority.
- Directs and coordinates activities of project personnel to ensure project progresses on schedule and within prescribed budget.
- Reviews status reports prepared by project personnel and modifies schedules or plans as required.
- Prepares project reports for management, client, or others. Confers with project personnel to provide technical advice and to resolve problems.
- Coordinates project activities with activities of government regulatory or other governmental agencies.

**Minimum Experience:** Ten years  
**Minimum Education:** Bachelor’s Degree

**Project Scheduler**  
**Functional Description:** Provide program and project management services.
- Assist with large-scale technology and business transformation initiatives.
- Integrate government schedules between multiple projects and multiple Program Offices.
- Use Microsoft tools for modeling project plans.
- Develop standard reports based on requirements from clients.
- Develop and brief deliverables, status reports and presentations.
- Minor Travel required.
- Other duties as assigned.

**Minimum Experience:** Two years  
**Minimum Education:** HS Diploma

**Senior Technical Writer**  
**Functional Description:** Researches, analyzes, writes, edits, and proofreads technical data for use in documents or sections of documents such as manuals, procedures, and specifications for software development.
- Balance multiple concurrent tasks and regularly communicate status and issues to management.
- Identify gaps in documentation, with the ability to develop and execute plans to address them.
- Assist with the management of the project’s document library.
- Ensure technical documentation is accurate, complete, meets editorial and government specifications, and adheres to standards for quality, graphics, coverage, format, and style, while meeting all production schedules.
- Works with the Quality Assurance team to ensure documentation meets QA requirements.
- Establish style guidelines and standards for text and illustrations.
- Assist with the management of Peer Review process.
Regularly interact with cross-functional team members.

**Minimum Experience:** Two years

**Minimum Education:** Bachelor’s Degree

**Software Engineer**

**Functional Description:** The Software Engineer develops, maintains, and enhances complex and diverse software systems (e.g., processing-intensive analytics, novel algorithm development, manipulation of extremely large data sets, real-time systems, and business management information systems) based upon documented requirements.

- Works individually or as part of a team. Reviews and tests software components for adherence to the design requirements and documents test results.
- Resolves software problem reports.
- Utilizes software development and software design methodologies appropriate to the development environment.
- Provides specific input to the software components of system design to include hardware/software trade-offs, software reuse, use of Commercial Off-the-shelf (COTS)/Government Off-the-shelf (GOTS) in place of new development, and requirements analysis and synthesis from system level to individual software components.

**Minimum Experience:** Fourteen years

**Minimum Education:** Bachelor’s Degree

**Software Programmer**

**Functional Description:** Maintaining one or more modules of a well-established applications software programs.

- Make periodic revision to code or updates technical documentation in response to changes in the activities being supported.
- Debugs source code to correct program execution errors.
- Exercises judgment in determining the most efficient methods for updating, testing, and debugging code.
- Ensures that applications supporting the organization operate effectively.
- Must have a working knowledge of C#, C++, C, or Java including some demonstrated commercial experience, and demonstrated web application (not web site) development and deployment experience on Microsoft platforms including experience in top tier (HTML, ASP/ASP.Net, JavaScript), middle tier (COM, .Net), and bottom tier (SQL Server, stored procedures) building distributed applications.

**Minimum Experience:** Five years

**Minimum Education:** Bachelor’s Degree

**Subject Matter Expert**

**Functional Description:** Apply expert knowledge to determine the accuracy and reasonableness of data.

- Makes high-level decisions and recommendations that may impact the technology strategy and related activities of the organization.
- Provide input and support to senior level management.
- Maintain up-to-date expertise in a specific subject area.
- Verify and validate curriculum and program materials for consistency with defined learning objectives.
- Provides state-of-the-art advice for the concept planning/development, design, integration, test, and evaluation and systems lifecycle support.
- Demonstrates a high degree of creativity and foresight.

**Minimum Experience:** Five years
Minimum Education: Bachelor’s Degree

Systems Analyst
Functional Description: The Systems Analyst provides information technology services in facilities planning, operations and support; storage systems analysis, design/test, and administration; server system analysis, design/test and administration; database analysis, design/test, administration; website analysis, design/test, and administration; web application analysis, design/test and administration; LAN analysis, design/test and administration; user support planning, operations and administration; and related IT systems functions.
Minimum Experience: Eight years
Minimum Education: Associate’s degree

Systems Engineer
Functional Description: Analyzes user’s requirements, concept of operations documents, and high-level system architectures to develop system requirements specifications.
• Analyzes system requirements and leads design and development activities.
• Guides users in formulating requirements, advises alternative approaches, and conducts feasibility studies.
• Provides technical leadership for the integration of requirements, design, and technology.
• Incorporates new plans, designs and systems into ongoing operations.
• Develops technical documentation.
• Develops system architecture and system design documentation.
• Guides system development and implementation planning through assessment or preparation of system engineering management plans and system integration and test plans.
• Interacts with the Government regarding Systems Engineering technical considerations and for associated problems, issues or conflicts.
• Ultimate responsibility for the technical integrity of work performed and deliverables associated with the Systems Engineering area of responsibility.
• Communicates with other program personnel, government overseers, and senior executives.
Minimum Experience: Twenty years
Minimum Education: Bachelor’s Degree

Technical Editor
Functional Description: Researches, analyzes, writes, edits, and proofreads technical data for use in documents or sections of documents such as manuals, procedures, and specifications for software development.
• Balance multiple concurrent tasks and regularly communicate status and issues to management
• Identify gaps in documentation, with the ability to develop and execute plans to address them.
• Assist with the management of the project’s document library.
• Ensure technical documentation is accurate, complete, meets editorial and government specifications, and adheres to standards for quality, graphics, coverage, format, and style, while meeting all production schedules.
• Works with the Quality Assurance team to ensure documentation meets QA requirements.
• Establish style guidelines and standards for text and illustrations.
• Assist with the management of Peer Review process.
• Regularly interact with cross-functional team members.
Minimum Experience: Three years
Minimum Education: Associate’s degree
### GSA PRICELIST

#### SIN 511210 Term Software License

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#### SIN 54151S IT Professional Services

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