



SOLICITATION FCIS-JB-980001-B

Special Item Number (SIN)

SIN 132-33 – Perpetual Software License

SIN 132-34 – Maintenance of Software

SIN 132-51 – Information Technology Professional Services

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AUTHORIZED FEDERAL SUPPLY SERVICE  
 INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
 EQUIPMENT, SOFTWARE AND SERVICES

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

**SIN 132-34 – MAINTENANCE OF SOFTWARE**

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

|                |   |
|----------------|---|
| FPDS Code D301 | IT Facility Operation and Maintenance                                 |
| FPDS Code D302 | IT Systems Development Services                                       |
| FPDS Code D306 | IT Systems Analysis Services  |
| FPDS Code D307 | Automated Information Systems Design and Integration Services         |
| FPDS Code D308 | Programming Services  |
| FPDS Code D310 | IT Backup and Security Services                                       |
| FPDS Code D311 | IT Data Conversion Services   |
| FPDS Code D313 | Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services |
| FPDS Code D316 | IT Network Management Services  |
| FPDS Code D317 | Automated News Services, Data Services, or Other Information Services |
| FPDS Code D399 | Other Information Technology Services, Not Elsewhere Classified       |

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Premier Technology Solutions, Inc.  
232 Madison Avenue, Suite 1500, New York, NY 10016  
(212)576-1600  
www.premiertechnology.com

Contract Number: GS-35F-0332R

Period Covered by Contract: 4/3/10 – 4/2/15

General Services Administration  
Federal Supply Service

Pricelist current through Modification # \_\_\_\_\_, dated \_\_\_\_\_.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

**TABLE OF CONTENTS**

**INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS .....5**

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE.....14**

**PERPETUAL SOFTWARE LICENSE PRICE LIST .....16**

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) .....21**

**INFORMATION TECHNOLOGY SERVICES AND PRICING .....26**

**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS.....29**



**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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 micropurchase 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 ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) 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 micropurchase 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:

- 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.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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2. Contractor's Ordering Address and Payment Information:

Premier Technology Solutions, Inc.  
 232 Madison Avenue  
 Suite 1500  
 New York, NY 10016

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above 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:

(212)576-1600

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: 125318233

Block 30: Type of Contractor - B. Other Small Business

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 13-3933805

4a. CAGE Code: 3PKP4

4b. Contractor has registered with the Central Contractor Registration Database.

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)                                    |
|---------------------|---|
| <u>132-33</u>       | <u>15</u> Days  |
| <u>132-34</u>       | <u>15</u> Days  |
| <u>132-51</u>       | As Agreed upon between contractor and the ordering activity |

Expedited Delivery for 132-33 is 10 Days

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: Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity - NONE
- c. Dollar Volume - NONE
- d. Government Educational Institutions are offered the same discounts as all other Government customers.

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:

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.)

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

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.  
In accordance with FAR 8.404:

**[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]**

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;

- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

### 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 Supply 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 2001)

- (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. 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.

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 (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

#### 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
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

#### 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.

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:

None

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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)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## 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 (40 U.S.C. 276a-276a-7) 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 received 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 132-8.

**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:

Section 508 is not available for Premier Technology Solutions.

The EIT standard can be found at: [www.Section508.gov/](http://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.

**TERMS AND CONDITIONS APPLICABLE TO  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND  
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (212)576-1600 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM to 5:00 PM Eastern Standard time.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Installation and configuration of software; Software patches; troubleshooting software related issues; Review software for any potential issues.

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 MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of 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. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### 7. 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.

#### 8. RIGHT-TO-COPY PRICING

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

### PERPETUAL SOFTWARE LICENSE PRICE LIST

| <b>SIN</b> | <b>Mf.'s Name</b> | <b>Catalog Number</b>                         | <b>Product Description</b>  | <b>Proposed GSA Price \$</b> |
|------------|-------------------|---|---|------------------------------|
| 132-33     | Zantaz, Inc.      | EAS Parent Server                             | EAS Parent Server + 100 CALs  | \$4,200.00                   |
| 132-33     | Zantaz, Inc.      | EAS AC - Child Server                         | EAS Advanced Clustering - Child Server  | \$2,520.00                   |
| 132-33     | Zantaz, Inc.      | EAS E - Medium Size                           | EAS Enterprise Server Solution for Medium Size Business                           | \$13,440.00                  |
| 132-33     | Zantaz, Inc.      | EAS ESS Medium Size - Additional Child Server | EAS Enterprise Server Solution for Medium Size Business - Additional Child Server | \$2,080.00                   |
| 132-33     | Zantaz, Inc.      | EAS ESS - Large Size                          | EAS Enterprise Server Solution for Large Size Business                            | \$25,200.00                  |
| 132-33     | Zantaz, Inc.      | EAS - 100 CALs                                | EAS - 100 CALs  | \$28.00                      |
| 132-33     | Zantaz, Inc.      | EAS - 250 CALs                                | EAS - 250 CALs  | \$25.60                      |
| 132-33     | Zantaz, Inc.      | EAS - 500 CALs                                | EAS - 500 CALs  | \$24.00                      |

|        |              |                                |   |         |
|--------|--------------|--------------------------------|---|---------|
| 132-33 | Zantaz, Inc. | EAS - 1,000 CALs               | EAS - 1,000 CALs                          | \$20.80 |
| 132-33 | Zantaz, Inc. | EAS - 2,500 CALs               | EAS - 2,500 CALs                          | \$19.20 |
| 132-33 | Zantaz, Inc. | EAS - 5,000 CALs               | EAS - 5,000 CALs                          | \$16.80 |
| 132-33 | Zantaz, Inc. | EAS - 10,000 CALs              | EAS - 10,000 CALs                         | \$16.00 |
| 132-33 | Zantaz, Inc. | EAS - 20,000 CALs              | EAS - 20,000 CALs                         | \$15.20 |
| 132-33 | Zantaz, Inc. | EAS - 30, 000 CALs             | EAS - 30, 000 CALs                        | \$14.40 |
| 132-33 | Zantaz, Inc. | EAS - 50,000 CALs              | EAS - 50,000 CALs                         | \$13.60 |
| 132-33 | Zantaz, Inc. | EAS - 100, 000 CALs            | EAS - 100, 000 CALs                       | \$12.80 |
| 132-33 | Zantaz, Inc. | EAS Journal - 100 CALs         | EAS Journal - 100 CALs                    | \$11.00 |
| 132-33 | Zantaz, Inc. | EAS Journal - 250 CALs         | EAS Journal - 250 CALs                    | \$10.50 |
| 132-33 | Zantaz, Inc. | EAS Journal - 500 CALs         | EAS Journal - 500 CALs                    | \$10.00 |
| 132-33 | Zantaz, Inc. | EAS Journal - 1,000 CALs       | EAS Journal - 1,000 CALs                  | \$8.50  |
| 132-33 | Zantaz, Inc. | EAS Journal - 2,500 CALs       | EAS Journal - 2,500 CALs                  | \$8.00  |
| 132-33 | Zantaz, Inc. | EAS Journal - 5,000 CALs       | EAS Journal - 5,000 CALs                  | \$7.00  |
| 132-33 | Zantaz, Inc. | EAS Journal - 10,000 CALs      | EAS Journal - 10,000 CALs                 | \$6.50  |
| 132-33 | Zantaz, Inc. | EAS Journal - 20,000 CALs      | EAS Journal - 20,000 CALs                 | \$6.00  |
| 132-33 | Zantaz, Inc. | EAS Journal - 30, 000<br>CALs  | EAS Journal - 30, 000 CALs                | \$5.50  |
| 132-33 | Zantaz, Inc. | EAS Journal - 50,000 CALs      | EAS Journal - 50,000 CALs                 | \$5.25  |
| 132-33 | Zantaz, Inc. | EAS Journal - 100, 000<br>CALs | EAS Journal - 100, 000 CALs               | \$5.00  |
| 132-33 | Zantaz, Inc. | EAS-StorRM                     | EAS-StorRM - EAS Server +<br>100 CALs     |         |
| 132-33 | Zantaz, Inc. | EAS - Search 100               | EAS - Search 100                          | \$16.00 |
| 132-33 | Zantaz, Inc. | EAS - Search 250               | EAS - Search 250                          | \$15.20 |
| 132-33 | Zantaz, Inc. | EAS - Search 500               | EAS - Search 500                          | \$13.60 |
| 132-33 | Zantaz, Inc. | EAS - Search 1,000             | EAS - Search 1,000                        | \$12.00 |
| 132-33 | Zantaz, Inc. | EAS - Search 2,500             | EAS - Search 2,500                        | \$10.40 |
| 132-33 | Zantaz, Inc. | EAS - Search 5,000             | EAS - Search 5,000                        | \$8.80  |
| 132-33 | Zantaz, Inc. | EAS - Search 10,000            | EAS - Search 10,000                       | \$6.40  |
| 132-33 | Zantaz, Inc. | EAS - Search 20,000            | EAS - Search 20,000                       | \$5.60  |
| 132-33 | Zantaz, Inc. | EAS - Search 30,000            | EAS - Search 30,000                       | \$5.20  |
| 132-33 | Zantaz, Inc. | EAS - Search 50,000            | EAS - Search 50,000                       | \$4.80  |
| 132-33 | Zantaz, Inc. | EAS - Search 100,000           | EAS - Search 100,000                      | \$4.00  |
| 132-33 | Zantaz, Inc. | EAS - Search 200,000 +         | EAS - Search 200,000 +                    | \$0.00  |
| 132-33 | Zantaz, Inc. | EAS - FAS 50                   | EAS - File Archive<br>Solution(FAS) 50    | \$32.00 |
| 132-33 | Zantaz, Inc. | EAS - FAS 100                  | EAS - File Archive<br>Solution(FAS) 100   | \$28.00 |
| 132-33 | Zantaz, Inc. | EAS - FAS 500                  | EAS - File Archive<br>Solution(FAS) 500   | \$18.40 |
| 132-33 | Zantaz, Inc. | EAS - FAS 1,000                | EAS - File Archive<br>Solution(FAS) 1,000 | \$14.40 |
| 132-33 | Zantaz, Inc. | EAS - FAS 5,000                | EAS - File Archive<br>Solution(FAS) 5,000 | \$10.40 |

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|--------|--------------|--------------------------------|--|-------------|
| 132-33 | Zantaz, Inc. | EAS - FAS 10,000               | EAS - File Archive Solution(FAS) 10,000              | \$9.60      |
| 132-33 | Zantaz, Inc. | EAS - FAS 30,000               | EAS - File Archive Solution(FAS) 30,000              | \$8.00      |
| 132-33 | Zantaz, Inc. | EAS - FAS 100,000              | EAS - File Archive Solution(FAS) 100,000             | \$7.20      |
| 132-33 | Zantaz, Inc. | SPS                            | Supervision Policy Server                            | \$8,000.00  |
| 132-33 | Zantaz, Inc. | SCS                            | Supervision Categorization Server                    | \$20,000.00 |
| 132-33 | Zantaz, Inc. | SCA                            | Supervision Clustering Adaptor                       | \$8,000.00  |
| 132-33 | Zantaz, Inc. | Supervision SMTP email Adaptor | Supervision SMTP email Adaptor                       | \$8,000.00  |
| 132-33 | Zantaz, Inc. | Supervision XML Adaptor        | Supervision XML Adaptor                              | \$8,000.00  |
| 132-33 | Zantaz, Inc. | Supervision IMLogic Adaptor    | Supervision IMLogic Adaptor                          | \$2,000.00  |
| 132-33 | Zantaz, Inc. | Supervision Akonix Adaptor     | Supervision Akonix Adaptor                           | \$2,000.00  |
| 132-33 | Zantaz, Inc. | Supervision Facetime Adaptor   | Supervision Facetime Adaptor                         | \$2,000.00  |
| 132-33 | Zantaz, Inc. | SMM License - 50               | Supervision Mailbox Monitoring License - 50          | \$72.00     |
| 132-33 | Zantaz, Inc. | SMM License - 100              | Supervision Mailbox Monitoring License - 100         | \$72.00     |
| 132-33 | Zantaz, Inc. | SMM License - 250              | Supervision Mailbox Monitoring License - 250         | \$68.00     |
| 132-33 | Zantaz, Inc. | SMM License - 500              | Supervision Mailbox Monitoring License - 500         | \$64.00     |
| 132-33 | Zantaz, Inc. | SMM License - 1,000            | Supervision Mailbox Monitoring License - 1,000       | \$56.00     |
| 132-33 | Zantaz, Inc. | SMM License - 2,500            | Supervision Mailbox Monitoring License - 2,500       | \$48.00     |
| 132-33 | Zantaz, Inc. | SMM License - 5,000            | Supervision Mailbox Monitoring License - 5,000       | \$44.00     |
| 132-33 | Zantaz, Inc. | SMM License - 10,000           | Supervision Mailbox Monitoring License - 10,000      | \$36.00     |
| 132-33 | Zantaz, Inc. | SMM License - 20,000+          | Supervision Mailbox Monitoring License - 20,000+     | \$32.00     |
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 50    | Pre-Review Active Mailbox Monitoring License - 50    | \$36.00     |
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 100   | Pre-Review Active Mailbox Monitoring License - 100   | \$36.00     |
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 250   | Pre-Review Active Mailbox Monitoring License - 250   | \$34.40     |
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 500   | Pre-Review Active Mailbox Monitoring License - 500   | \$32.00     |
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 1,000 | Pre-Review Active Mailbox Monitoring License - 1,000 | \$28.00     |
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 2,500 | Pre-Review Active Mailbox Monitoring License - 2,500 | \$24.00     |

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|--------|--------------|---|---|-------------------------|
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 5,000                      | Pre-Review Active Mailbox Monitoring License - 5,000                      | \$22.40                 |
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 10,000                     | Pre-Review Active Mailbox Monitoring License - 10,000                     | \$18.40                 |
| 132-33 | Zantaz, Inc. | Pre-Review AMM License - 20,000+                    | Pre-Review Active Mailbox Monitoring License - 20,000+                    | \$16.00                 |
| 132-33 | Zantaz, Inc. | SA Reporting Module - 1                             | Supervision Advanced Reporting Module - 1                                 | \$1.60                  |
| 132-33 | Zantaz, Inc. | SA Retention Module - 1                             | Supervision Advanced Retention Module - 1                                 | \$1.60                  |
| 132-34 | Zantaz, Inc. | NASD and SEC Lexicon and Classification Library - 1 | NASD and SEC Lexicon and Classification Library - 1                       | \$1.60                  |
| 132-33 | Zantaz, Inc. | Introspect 5.0 Ent Data Srv                         | Introspect 5.0 Enterprise Data Server License*                            | \$47,500.00             |
| 132-33 | Zantaz, Inc. | Introspect 5.0 Ent Content Srv                      | Introspect 5.0 Enterprise Content Server License                          | \$19,000.00             |
| 132-33 | Zantaz, Inc. | Introspect Named User 1 to 24                       | Introspect 5.0 Named User License (Required for Every User)               | \$1,520.00              |
| 132-33 | Zantaz, Inc. | Introspect Named User 25 to 50                      | Named User Licenses - QTY 25 to 50 = \$1,400                              | \$1,330.00              |
| 132-33 | Zantaz, Inc. | Introspect Named User 51 to 100                     | Named User Licenses - QTY 51 to 100 = \$1,200                             | \$1,140.00              |
| 132-33 | Zantaz, Inc. | Introspect Named User 101 to 200                    | Named User Licenses - QTY 101 to 200 = \$1,000                            | \$950.00                |
| 132-33 | Zantaz, Inc. | Introspect Named User 201+                          | Named User Licenses - QTY 201+ = Negotiated Pricing                       |                         |
| 132-33 | Zantaz, Inc. | Introspect 5.0 Render (3 Pack)                      | Introspect 5.0 Render License (OCR Module) - 3 PACK                       | \$5,700.00              |
| 132-33 | Zantaz, Inc. | Introspect 5.0 Render                               | Introspect 5.0 Render License (OCR Module)                                | \$2,375.00              |
| 132-33 | Zantaz, Inc. | Introspect 5.0 TIFF (3 Pack)                        | Introspect 5.0 TIFF on Demand (TIFF Module) - 3 PACK                      | \$7,125.00              |
| 132-33 | Zantaz, Inc. | Introspect 5.0 TIFF                                 | Introspect 5.0 TIFF on Demand (TIFF Module)                               | \$2,375.00              |
| 132-33 | Zantaz, Inc. | Introspect 5.0 Print (3 Pack)                       | Introspect 5.0 Print License (For Production Printing/Exporting) - 3 PACK | \$3,800.00              |
| 132-33 | Zantaz, Inc. | Introspect 5.0 Print                                | Introspect 5.0 Print License (For Production Printing/Exporting)          | \$1,425.00              |
| 132-33 | Zantaz, Inc. | Introspect IDX Generator                            | Introspect IDX Generator  | \$1,425.00              |
| 132-34 | Zantaz, Inc. | Standard Maintenance & Support 0 - 2500             | Standard Maintenance & Support: 0 - 2500                                  | 20% of Net License Fees |
| 132-34 | Zantaz, Inc. | Standard Maintenance & Support 2501 - 30000         | Standard Maintenance & Support: 2501 - 30000                              | 18% of Net License Fees |

|        |              |   |   |                         |
|--------|--------------|---|---|-------------------------|
| 132-34 | Zantaz, Inc. | Standard Maintenance & Support Over 30001 | Standard Maintenance & Support Over 30001 | 16% of Net License Fees |
| 132-34 | Zantaz, Inc. | Premium Support                           | Premium Support                           | 4% of Net License Fees  |
| 132-34 | Zantaz, Inc. | Extended Hours Support                    | Extended Hours Support                    | \$1,500.00              |

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| <p style="text-align: center;"><b>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)<br/>PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)</b></p> |
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1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)  
(G-FCI-920) (MAR 2003)

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

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

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

- (a) When ordering services, ordering activities shall—
  - (1) Prepare a Request (Request for Quote or other communication tool):
    - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

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

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

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

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

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

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

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

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

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

potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

- (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
  - (i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
  - (ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.
- (2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- (c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

#### 4. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (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.

#### 5. 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/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### 6. 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.

#### 7. INSPECTION OF SERVICES

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

#### 8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## 9. 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/EC Services.

## 10. INDEPENDENT CONTRACTOR

All IT/EC 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.

## 11. 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.

## 12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC 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.

## 13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

## 14. RESUMES

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

15. 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.

16. 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.

17. DESCRIPTION OF IT/EC SERVICES AND PRICING

**INFORMATION TECHNOLOGY SERVICES AND PRICING**

|                 |   |
|-----------------|---|
| <b>Systems</b>  | Windows; Novell NetWare; Solaris Unix   |
| <b>Hardware</b> | HP; Dell; Cisco; Netscreen  |
| <b>Software</b> | Essential Computing Exchange Archiving Solution; Workshare 3; Interwoven Suite of Products; Microsoft Exchange; Novell GroupWise; |

All positions are occupied by current members of the Premier Technology Solutions, Inc. staff. Also all descriptions listed below are Premier Technology Solutions, Inc. actual company descriptions.

**Commercial Job Title:** Communications Engineers, Chief Technology Officer

**Minimum/General Experience:** Ten (10) 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 complete knowledge of available hardware, system software, input/output devices, structure and management practices.

**Functional Responsibility:** Lead all aspects of analysis, design and implementation of complex computer systems which includes formulating requirements, advises alternative approaches, conducts feasibility studies. Evaluate new technology for the firm and make recommendations for the direction the firm will take with providing those technologies as services.

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, or Information Technology

**Commercial Job Title:** Managers

**Minimum/General Experience:** Seven (7) 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 complete knowledge of available hardware, system software, input/output devices, structure and management practices.

**Functional Responsibility:** Lead all aspects of analysis, design and implementation of complex computer systems which includes formulating requirements, advises alternative approaches, conducts feasibility studies.

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, or Information Technology

**Commercial Job Title:** Project Managers

**Minimum/General Experience:** 5 + Years of technical experience which applies to systems analysis and design techniques for complex computer systems and project manager experience.

**Functional Responsibility:** Manages projects to make sure they stays on track; liaison to the client; keep project at budget

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, or Information Technology

**Commercial Job Title:** Senior Network Engineer

**Minimum/General Experience:** Seven (7) 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 complete knowledge of available hardware, system software, input/output devices, structure and management practices.

**Functional Responsibility:** Lead all aspects of analysis, design and implementation of complex computer systems which includes formulating requirements, advises alternative approaches, conducts feasibility studies.

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, or Information Technology

**Commercial Job Title:** Network Engineer

**Minimum/General Experience:** Four (4) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires some understanding of all phases of systems analysis techniques, concepts and methods; also requires some knowledge of available hardware, system software, input/output devices, structure and management practices.

**Functional Responsibility:** Participate in most aspects of analysis, design and implementation of complex computer systems which includes formulating requirements, advises alternative approaches, conducts feasibility studies.

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, or Information Technology

**Commercial Job Title:** Document Specialists

**Minimum/General Experience:** Four (4) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires some understanding of all phases of systems analysis techniques, concepts and methods; also requires some knowledge of available hardware, system software, input/output devices, structure and management practices.

**Functional Responsibility:** Participate in most aspects of analysis, design and implementation of complex computer systems which includes formulating requirements, advises alternative approaches, conducts feasibility studies. Document all aspect of a project which will be used as documentation at the conclusion of a project.

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, or Information Technology

**Commercial Job Title:** Associate Systems Engineer

**Minimum/General Experience:** Two (2) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires some basic understanding of some phases of systems analysis techniques, concepts and methods. Also requires some knowledge of available hardware, system software, input/output devices which includes formulating requirements, advises alternative approaches, conducts feasibility studies.

**Functional Responsibility:** : Participate in the some aspects of analysis, design and implementation of complex computer systems

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, or Information Technology

|  |  |  |  |                                   |
|--|--|--|--|-----------------------------------|
| <p><b>Premier Technology, Inc.</b></p> <p><b>Information Technology Professional Services</b></p> <p><b>Labor Category Rates</b></p> |  |  |  |                                   |
| <p><b>GSA Schedule Pricelist for Customer -Site IT Professional Services</b></p> <p><b>Special Item Number 132-51</b></p>            |  |  |  |                                   |
| <p><b>Labor Category</b></p>   |  |  |  | <p><b>GSA Price Year Five</b></p> |
| <p><b>Communications Engineers/CTO</b></p>   |  |  |  | <p>\$162.36</p>                   |
| <p><b>Managers</b></p>   |  |  |  | <p>\$142.07</p>                   |
| <p><b>Project Managers</b></p>   |  |  |  | <p>\$121.77</p>                   |
| <p><b>Sr. Network Engineers</b></p>  |  |  |  | <p>\$142.07</p>                   |
| <p><b>Network Engineers</b></p>  |  |  |  | <p>\$121.77</p>                   |
| <p><b>Documentation Specialists</b></p>  |  |  |  | <p>\$121.77</p>                   |
| <p><b>Jr. Associate Network Engineer</b></p>   |  |  |  | <p>\$101.48</p>                   |

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **(Michael Golusinski, (212)576-1602, [mgolusinski@premiertechnology.com](mailto:mgolusinski@premiertechnology.com), (212)679-7355); Greg Gardner, (212)576-1605, [ggardner@premiertechnology.com](mailto:ggardner@premiertechnology.com), (212)679-7355.**

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

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

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

Signatures

\_\_\_\_\_  
Ordering Activity

Date

\_\_\_\_\_  
Contractor

Date

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
 BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

(2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|-------------|----------------------------|
| _____       | _____                      |
| _____       | _____                      |
| _____       | _____                      |

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

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

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

| OFFICE | POINT OF CONTACT |
|--------|------------------|
| _____  | _____            |
| _____  | _____            |
| _____  | _____            |

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

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

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

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

(h) Date of Shipment.

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

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

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**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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