



GENERAL SERVICES ADMINISTRATION

FEDERAL SUPPLY SERVICE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*[®], a menu-driven database system. The INTERNET address *GSA Advantage!*[®] is: GSAAvantage.gov.

PENIEL SOLUTIONS, LLC
INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

FSC GROUP 70
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Contract Number: GS-35F-0411R

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

Period Covered by Contract: March 14, 2015 to Mar 13, 2020

Pricelist current through Modification #_PO-0020, dated March 13, 2015.

Peniel Solutions, LLC
3885 Crestwood Pkwy, NW
Suite 275
Duluth, GA 30096
Corporate: (678)735-4800
Toll Free (866) 878-2490
Fax: (678) 735-4831
www.penielsolutions.com

CUSTOMER INFORMATION

1.

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-51 Information Technology Professional Services

2. **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 132-32 - Term Software Licenses
Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-51 - Information Technology Professional Services

3. **MINIMUM ORDER:** The minimum dollar value of orders to be issued is \$100.00.

4. **GEOGRAPHIC COVERAGE:**

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:

5. **POINTS OF PRODUCTION:**

1. Duluth, Gwinnett County, Georgia
2. D.C. Washington

6. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

7. **QUANTITY:** NONE

8. **PROMPT PAYMENT TERMS:** __2__% - __10__ days from receipt of invoice or date of acceptance, whichever is later.

9a. 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 agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

9b. Government purchase cards are accepted by Peniel Solutions, LLC above the micro-purchase threshold.

10. **FOREIGN ITEMS:** None

11a. **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)
___132-32_____	___30___ Days
___132-34_____	___10___ Days
___132-51_____	___As agreed on by the customer Agency

11b. EXPEDITED DELIVER:

Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery

11c. OVERNIGHT AND 2-DAY DELIVERY:

Peniel Solutions, LLC does not offer overnight and 2-day delivery

11d. 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.

12. FOB DESTINATION POINT: Destination

13a. ORDERING ADDRESS:

Peniel Solutions, LLC., 8(a)
3885 Crestwood Parkway, NW
Suite 275
Duluth, GA 30096
(866)878-2490
www.penielsolutions.com

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS:

Peniel Solutions, LLC., 8(a)
3885 Crestwood Parkway, NW
Suite 275
Duluth, GA 30096
(866)878-2490
www.penielsolutions.com

15. Warranty Provision: Standard Commercial Warranty

16. EXPORT PACKING CHARGES: NA

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None

18. TERMS AND CONDISTION OF RENTAL, MAINTENANCE, AND REPAIR

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

19. TERMS AND CONDITIONS OF INSTALLATION

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

20. TERMS AND CONDITIONS OF REPAIRS PARTS: None

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE). NOT APPLICABLE
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE). NOT APPLICABLE
23. PREVENTIVE MAINTENANCE (IF APPLICABLE). NOT APPLICABLE
- 24A. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (E.G., RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS). NONE
- 24B. IF APPLICABLE, INDICATE THAT SECTION 508 COMPLIANCE INFORMATION IS AVAILABLE ON ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) SUPPLIES AND SERVICES AND SHOW WHERE FULL DETAILS CAN BE FOUND (E.G. CONTRACTOR'S WEBSITE OR OTHER LOCATION.) THE EIT STANDARDS CAN BE FOUND AT: WWW.SECTION508.GOV/.
25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER. 929799901
26. NOTIFICATION REGARDING REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT (SAM):
REGISTRATION STATUS: ACTIVE

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (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 post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. 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.

We make no express warranty regarding the service or the equipment and disclaim any implied warranty, including any warranties of merchantability or fitness for a particular purpose. We do not authorize anyone to make any warranties on our behalf and you should not rely on any such statement. We are not the manufacturer of the equipment and any statement regarding it should not be interpreted as a warranty. This paragraph shall survive termination of this agreement.

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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-878-2490 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7:00 AM EST to 7:00 PM EST.

5. SOFTWARE MAINTENANCE

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

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

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion

forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

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

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

2. Software Maintenance as a Service (SIN 132-34)

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

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

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

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 day's 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.

7. 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.

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during 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 Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 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.

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

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

11. 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.

12. RIGHT-TO-COPY PRICING

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

**Software as a Service (SaaS)
Subscription Service**

SIN	Product	Description	Annual Hosted Subscription GSA Price with IFF	GSA Monthly Subscription Price
132-32	TransAccess Basic	Web-based barcode document management system that uses standard tracking, check-in/check-out, and inventory control features	\$28,670.65	\$2,389.48
132-32	TransAccess Plus	Web-based barcode document management system that uses standard imaging/scanning, workflow, tracking, check-in/check-out, and inventory control features	\$38,706.27	\$3,225.97
132-32	Domain Security	Added security beyond the application built in features to protect information and information resources from unauthorized access and use	\$3,787.82	\$315.66
132-32	Circulation Management	Customizable module that allows the user configure to check-in/check out procedures around its existing process and procedures	\$3,787.82	\$315.66
132-32	Inventory	Customizable module that allows the user configure inventory management around its existing process and procedures	\$3,787.82	\$315.66
132-32	Workflow	Customizable module that allows the user to configure workflow around its existing process and procedures	\$3,787.82	\$315.66
132-32	Imaging/Scanning	Customizable module that allows the user to configure check-in/check out procedures around its existing process and procedures	\$3,787.82	\$315.66
132-32	Wide Format Print Drivers	Provides print drivers for customer documents other than standard sizes minimum	\$715.47	\$59.97
132-32	Wide Format Print Drivers	Provides print drivers for customer documents other than standard sizes maximum	\$2,101.19	\$174.66
132-32	PleaseReview	PleaseReview™ is a collaborative review and co-authoring of documents. Whether you need to review or co-author documents within your department, across the enterprise (inside or outside the firewall) or with your customers, partners and suppliers, PleaseReview expedites the process within its secure, structured and controlled environment. Peniel Solutions is offering PleaseTech as an enhancement to the TransAccess software in delivering time effective and quality technical solutions. PleaseReview offers term and perpetual licenses with the standard number of users. Exact Pricing will be determined on the type and number of user configurations as well as any interface considerations with or without the TransAccess software.	\$2,392.38	\$199.36
132-32	PleaseReview	Maintenance consists of general housekeeping of the documents, ensuring back-ups are running on a daily basis and the archiving of data. It also entails preparing nightly jobs to ensure software is running as required and checking on databases and web	\$4,426.76	\$368.89

		servers for high availability. And finally, uploading all images as necessary.		
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Purchased Software Installed on Customer's Site

SIN	Product	Description	GSA Price with IFF Installed on Customer Site	GSA Price Maintenance
132-32	TransAccess Basic	Web-based barcode document management system that uses standard tracking, check-in/check-out, and inventory control features	\$79,570.42	14,343.22
132-32	TransAccess Plus	Web-based barcode document management system that uses standard imaging/scanning, workflow, tracking, check-in/check-out, and inventory control features	\$107,420.53	19,355.76
132-32	Domain Security	Added security beyond the application built in features to protect information and information resources from unauthorized access and use	\$10,512.26	1,893.91
132-32	Circulation Management	Customizable module that allows the user to configure check-in/check out procedures around its existing process and procedures	\$10,512.26	1,893.91
132-32	Inventory	Customizable module that allows the user configure inventory management around its existing process and procedures	\$10,512.26	1,893.91
132-32	Workflow	Customizable module that allows the user to configure workflow around its existing process and procedures	\$10,512.26	1,893.91
132-32	+Imaging/Scanning	Customizable module that allows the user to configure check-in/check out procedures around its existing process and procedures	\$10,512.26	1,893.91
132-32	Wide Format Print Drivers From	Provides print drivers for customer documents other than standard sizes	\$1,515.37	303.03
132-32	Wide Format Print Drivers To (Maint)	Provides print drivers for customer documents other than standard sizes	\$4,451.39	5,835.35
132-32	Aurus (SaaS)	<p>Aurus includes a series of modules that make the implementation process less complicated and provides efficiency in both the implementation and management phases of e-cycling. The Aurus Virtual Management Systems (Aurus VMS) is a web based, module oriented management system for tracking Environmental, Health and Safety issues. The software is role based allowing administrators, users and vendors access and allows for PDF and Printer output of form data.</p> <p>Available modules cover a repository for documentation, a corrective action module that tracks & alert the staff's assignments for completion of corrective/preventative actions, a module designed for aspect/impact assessment, risk evaluations and ranking, an internal audit module and a module that can be utilized to accomplish "downstream vendor" audits.</p>	\$14,206.55	1,183.87

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SIN	Product	Description	Annual Hosted Subscription GSA Price with IFF	GSA Monthly Subscription Price
132-34	General Security Data/Image Storage (per megabyte)	Cost to store clients general data in a secure environment with disaster recovery services	\$6.02	
132-34	High Security Data/Image Storage (per megabyte)	Cost to store clients sensitive data in a secure environment with disaster recovery services. Additional protections employed beyond the standard safeguards	\$11.04	
132-34	Emergency Retrieval (per Incident)	Cost to retrieve documents for the customers	\$50.20	
132-34	TransAccess Basic (Maint)	Web-based barcode document management system that uses standard tracking, check-in/check-out, and inventory control features	\$14,343.22	\$1,195.27
132-34	Domain Security (Maint)	Added security beyond the application built in features to protect information and information resources from unauthorized access and use	\$1,893.91	\$157.83
132-34	Circulation Management (Maint)	Customizable module that allows the user to configure check-in/check out procedures around its existing process and procedures	\$1,893.91	\$157.83
132-34	Inventory (Maint)	Customizable module that allows the user configure inventory management around its existing process and procedures	\$1,893.91	\$157.83
132-34	Workflow (Maint)	Customizable module that allows the user to configure workflow around its existing process and procedures	\$1,893.91	\$157.83
132-34	Imaging/Scanning (Maint)	Customizable module that allows the user to configure check-in/check out procedures around its existing process and procedures	\$1,893.91	\$157.83
132-34	Wide Format Print Drivers From (Maint)	Provides print drivers for customer documents other than standard sizes	\$303.03	\$25.25
132-34	Wide Format Print Drivers To (Maint)	Provides print drivers for customer documents other than standard sizes	\$5,835.35	\$486.28

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

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result

in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

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

11. INVOICES

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

12. PAYMENTS

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

LABOR AND PRICE CATEGORY FOR PENIEL SOLUTIONS, LLC.						
SIN 132-51	LABOR CATOGORY	Option Year 6 3/14/2015 to 3/13/2016	Option Year 7 3/14/2016 to 3/13/2017	Option Year 8 3/14/2017 to 3/13/2018	Option Year 9 3/14/2018 to 3/13/2019	Option Year 10 3/14/2019 to 3/13/2020
1	Program Manager	120.62	122.30	124.02	125.75	127.51
2	Project Manager	104.09	105.54	107.02	108.52	110.04
3	Database Systems Administrator	48.46	49.14	49.83	50.52	51.23
4	Application Programmer	66.07	67.00	67.94	68.89	69.85
5	Graphics/Multimedia Specialist	57.81	58.62	59.44	60.27	61.11
6	Systems Programmer	70.98	71.97	72.98	74.00	75.04
7	Communication Specialist	49.54	50.24	50.94	51.65	52.38
8	Network Installation Technician	85.17	86.36	87.57	88.79	90.04
9	Hardware/Software Specialist	57.81	58.62	59.44	60.27	61.11
10	Training Specialist	57.81	58.62	59.44	60.27	61.11
11	Data Entry Clerk	32.77	33.23	33.70	34.17	34.65
12	Technical Writer/Editor	65.60	66.51	67.45	68.39	69.35
13	Administrative Assistant	41.47	42.05	42.64	43.24	43.84
14	Help Desk Manager	65.85	66.77	67.71	68.65	69.61
15	Help Desk Specialist	57.81	58.62	59.44	60.27	61.11
16	Lead Web Developer	99.09	100.48	101.88	103.31	104.75
17	Senior Web Developer	89.98	91.24	92.52	93.81	95.13
18	Software Tester	44.33	44.95	45.58	46.22	46.87

PROGRAM MANAGER - Functional Responsibility: Oversees all activities which support and advance applications, systems software functions, and hardware of the department. Manages and directs the overall infrastructure for hardware and systems' software. Manages support for a variety of operating systems including UNIX, AIX, Solaris, MVS, VMS, NT and Novell. Identifies appropriate internal controls to ensure reliability and quality. Serves as a consultant to customer's IT department as needed. Performs related responsibilities as required.

Required Experience: Six years experience in managing large complex projects including at least 10 persons in subordinate groups in diverse locations with demonstrated capability in the overall management of contracts of similar type or complexity. Plus an additional eight years of progressively responsible experience in a Government contracting environment.

Required Education: Bachelors Degree in computer science, information systems, mathematics, management, education, or related field. An additional four years of experience may be substituted for the degree requirement.

PROJECT MANAGER - Oversees technical initiatives with cross-departmental or enterprise-wide applicability. Works with potential customers to understand their requirements. Proposes technical solutions, gathers information for estimates, manages vendor relations, and coordinates project from prototype through installation.

Required Experience: Six years experience including complete project development from inception to deployment with a demonstrated ability to provide guidance and direction in tasks of similar scope and complexity.

Required Education: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other related discipline. An additional four years of relevant experience may be substituted for the Bachelors Degree.

DATABASE SYSTEMS ADMINISTRATOR - Functional Responsibilities: Applies current technology in providing MIS solutions. Provides highly technical expertise in providing business application solutions. Must have a comprehensive understanding of hardware/software and communication environments such as: client/server technology, host/mainframe technology, IS, and related peripheral equipment. Specifies proper types of files organization, indexing methods, and security procedures. Advises contractor project teams on the design of complex databases (e.g., schema and subschema details). Defines specialized aspects of user's data base administrator documentation. Performs detailed comparisons of various data base systems. Provides expertise in data storage systems. Develops backup and archival policies and procedures. Configures storage systems software to meet requirements. Performs administration tasks (installing, maintaining, monitoring, recovering, rebuilding, upgrading, patching and performance tuning). Implements software solutions for performance enhancement, operator interface, and increased user capability.

Required Experience: Three years experience in a complex, distributed, heterogeneous computing environments, which may involve different types of hardware platforms, operating systems applications, data base systems and network environments. One year specific experience as a Data Base Systems Administrator on the target system.

Required Education: Bachelors Degree in computer science, information systems management, mathematics, engineering, or related scientific field. Four (4) years of documented relevant experience or an Associates Degree together with two (2) years of documented relevant experience, may be substituted for the Bachelors Degree.

APPLICATION PROGRAMMER - Functional Responsibility: Applies basic knowledge of programming techniques. Develops program specifications for writing and testing programs. Develops, modifies and maintains assigned software according to specifications. Develops test data, performs thorough testing and corrects faulty code to ensure compliance with specifications. Documents programs according to Government standards and procedures.

Required Experience: Four years experience in the functions described above.

Required Education: Bachelors Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelors Degree.

GRAPHICS/MULTIMEDIA SPECIALIST - Functional Responsibility: Responsible for 3D animation, digital editing, and capture of full motion video / audio for the creation of digital movies used in multimedia productions to be included

in instructional material and executive level presentations. Uses various PC graphics products (e.g., PowerPoint, Claris Draw, Adobe PhotoShop, Microsoft Publisher) to prepare high-end presentation graphics, illustrations, and concept drawings for use in deliverables. Responsible for integrating the graphics created with the deliverable documents. Interfaces with the customer to determine the scope of the task and the best graphic medium. Ensures that all graphics and multimedia products are completed on time, within budget, and to user's satisfaction.

Required Experience: Must have at least four (4) years of specialized experience in development of multimedia and graphics presentations for publications, documents, and briefings. With an associate's degree in graphic design, fine arts, or electronic imaging, at least one year of specialized experience are required. Proficient in the use of Macromedia Director and Flash.

Associate Degree in computer science, engineering, telecommunications, or related field and two or more years of practical experience.

SYSTEMS PROGRAMMER - Functional Responsibility: Applies basic knowledge of programming techniques. Develops program specifications for writing and testing programs. Develops, modifies and maintains assigned software according to specifications. Develops test data, performs thorough testing and corrects faulty code to ensure compliance with specifications. Documents programs according to Government standards and procedures.

Required Experience: Two years experience in ADP systems analysis, design, and or maintenance. Experience includes a broad range of assignments in technical tasks directly related to contracts in the studies and analysis area of responsibility.

Required Education: Bachelors Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelors Degree.

COMMUNICATIONS SPECIALIST - Functional Responsibility: Provides direction on complex telecommunication problems. Monitors operation and performance of File Server Network systems and evaluates and makes recommendations for enhancements. Implements enhancements as approved by the Government. Supports the development of test plans, test descriptions, and test procedures. Reviews results of testing to ensure compliance with specifications. Proposes economical and efficient solutions as part of developing hardware and telecommunications solutions to user requirements.

Required Experience: Four years experience in the installation or maintenance of Local Area Networks with experience in two or more of the following: Unisys (CMS-1100), Digital (VMS/Pathworks), Microsoft (OS/2, LAN Manager, or Windows, XP), Novell (Netware), PCs

Required Education: Bachelors Degree in computer science, information systems, mathematics, engineering or related field. An additional four years of experience may be substitute for the degree requirement.

NETWORK INSTALLATION TECHNICIAN - Functional Responsibility: Applies computer techniques, principles, and precedents to develop, design, modify, install, test, evaluate, or operate network based data processing systems or facilities. Maintains, repairs, inspects, troubleshoots or programs systems equipment or components. Reviews analyze, develop, prepare, or apply specifications, policies, standards, or procedures. Plans and performs test and evaluations of systems equipment or components.

Required Experience: Two years experience performing the functions described above.

Required Education: Bachelors Degree in computer science, information systems, mathematics, engineering or related field. An additional four years of experience may be substitute for the degree requirement.

HARDWARE/SOFTWARE SPECIALIST - Functional Responsibility: Applies knowledge of computer science principles, information management principles, data processing functions, ADP hardware and software systems structures and operations, and computer programming languages and techniques to solve automation problems. Addresses scientific engineering or business objectives by writing, modifying, or adapting computer programs in machine level, assembly, and third or fourth generation programming languages. Interfaces with and uses minicomputer

and main computer systems in addressing project objectives. Identifies and uses standard, unconventional and original mathematical, algorithmic, and programmatic approaches to define, plan, organize, design, develop, modify, test, and integrated database or data processing systems, computer hardware systems, and simulation models. Formulates architectural design, functional specification, interfaces, and documentation or hardware or software systems considering system interrelationships, operating modes, and software or equipment configurations. Researches unconventional application of software and operating systems in designing and developing new methodologies, signification modifications, or adaptations of standardized techniques. Responsible for developing project plans, guidelines and controls.

Required Experience: Four years total experience performing the functions described above.

Required Education: Bachelors Degree in computer science, information systems, mathematics, engineering or related field. An additional four years of experience may be substituted for the degree requirement.

TRAINING SPECIALIST - Functional Responsibility: Applies the principles and techniques of the instructional systems design methodology to develop and delivery training materials and programs. Training materials include user guides, training manuals, instructor manuals, reference guides, and system documentation for software, network, and database applications. Performs individual and classroom training for the use of computer hardware and software.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelors Degree in computer science, information systems, mathematics, management, education, or related field. An additional four years of experience may be substituted for the degree requirement.

DATA ENTRY CLERK - Functional Responsibility: Uses computer terminals or PCs to convert hard copy data into electronic format. Applies knowledge of common data capture software packages (e.g. Microsoft Excel) and various keyboards and keypads.

Required Experience: Two years experience in data entry and the use of common software packages.

Required Education: High School diploma or equivalency certificate.

TECHNICAL WRITER/EDITOR - Functional Responsibility: Writes and prepares technical documentation using outlines and resource material provided by functional analysts and computer personnel. Consolidates, formats, requires and edits documentation written by technical personnel. Interprets documentation standards and instructions listed in the Statement of Work and produces documents that conform to instructions. Applies knowledge of required standards and verifies that documentation conforms to standards.

Required Experience: Two years professional experience in a position requiring development of structured written materials and visual aids.

Required Education: High school diploma or equivalency certificate, Associates of Arts degree desirable.

ADMINISTRATIVE ASSISTANT - Functional Responsibility: Provides clerical and administrative services and applies appropriate technology to support office operations. Provides graphics and editorial support plus desktop publishing services.

Required Experience: Two years experience in the support of office operations including the use of appropriate desktop technology.

Required Education: High school diploma or equivalency certificate, Associates of Arts degree desirable.

HELP DESK MANAGER - Functional Responsibility: Has overall responsibility for help desk staff and the activities associated with the identification, prioritization, and resolution of reported problems. Ensures that all phases of help desk support are properly coordinated, monitored, logged, tracked and resolved appropriately. May maintain responsibility for development, maintenance and integrity of help desk software. Assigns personnel to various operations and directs their activities; reviews and evaluates their work and prepares performance reports.

Required Experience: Familiarity with appropriate desktop systems. Ability to communicate orally and in writing and experience interfacing with clients and customers and handling sensitive issues. Two to three years progressively responsible computer operations, network management and/or desktop support experience.

Required Education: Bachelors Degree in computer science, information systems management, mathematics, engineering, or related scientific field. Four (4) years of documented relevant experience or an Associates Degree together with two (2) years of documented relevant experience, may be substituted for the Bachelors Degree.

HELP DESK SPECIALIST - Functional Responsibility: Serve as a primary contact for clients experiencing technical and/or non-technical issues. Requires ability to diagnose, troubleshoot and client issues by employing strong listening and communication skills. Must have creative problem-solving skills to assist clients. Must be a team player that contributes to the resolution of the client's business problems. Provides ongoing technical support for specialized applications: logs trouble calls, analyzes and corrects problem at source. Advises users of changes in procedures. Identifies problems requiring vendor assistance and coordinates vendor technical support.

Required Experience: Experience in problem resolution of systems, electronic commerce and web hosting is preferred. Also, requires user proficiency with PC hardware, standard software, and specialized applications, and effective oral and written communication skills to explain technical situations, present information, and provide training. Must have knowledge of the office suite and desktop applications required.

Required Education: Bachelors Degree in computer science, information systems management, mathematics, engineering, or related scientific field. Four (4) years of documented relevant experience or an Associates Degree together with two (2) years of documented relevant experience, may be substituted for the Bachelors Degree.

LEAD WEB DEVELOPER – Functional Responsibility: Design and develop Internet/Intranet applications using various tools, database design, and development. Plan design layout & navigation, page formats, develop databases & interactive forms, and coordinate graphics. Work with the customer to develop content. Provide user training.

Required Experience: Knowledge and experience with all aspects of website design, development, and production with a particular focus on software design and development. Extensive Knowledge of Internet Technologies, including HTML, JavaScript, VBScript/Active Server Pages, Visual Basic, SQL, and security issues. Must be able to monitor industry trends, technologies, and standards and be able to recommend, and apply new technologies as they emerge. Experience with client/server architecture and web applications is preferred. Years of related experience are defined by skill level as shown in the table below. For the Level 2 position, a Master's degree can be substituted for two years of experience.

Education: Bachelor's degree in computer science, engineering, telecommunications, or related field and five or more years of practical experience.

SENIOR WEB DEVELOPER - Functional Responsibility: Design and develop Internet/Intranet applications using various tools, database design, and development. Plan design layout & navigation, page formats, develop databases & interactive forms, and coordinate graphics. Work with the customer to develop content. Provide user training.

Required Experience: Knowledge and experience with all aspects of website design, development, and production with a particular focus on software design and development. Extensive Knowledge of Internet Technologies, including HTML, JavaScript, VBScript/Active Server Pages, Visual Basic, SQL, and security issues. Must be able to monitor industry trends, technologies, and standards and be able to recommend, and apply new technologies as they emerge. Experience with client/server architecture and web applications is preferred. Years of related experience are defined by skill level as shown in the table below. For the Level 2 position, a Master's degree can be substituted for two years of experience.

Required Education: Associate Degree in computer science, engineering, telecommunications, or related field and two or

more years of practical experience.

SOFTWARE TESTER - Functional Responsibility: Test the operation of software against projected outcomes. Requires ability to diagnose, troubleshoot and software failures by employing analytical skills. Provides ongoing testing support for specialized applications: logs design and development issues, and may analyze and corrects problem at source. Advises programmers on software failures, successes, and may recommend solutions. Identifies problems requiring user assistance and coordinates programmer technical support.

Required Experience: Experience in testing software applications and requires user proficiency with PC hardware, standard software, and specialized applications, and effective oral and written communication skills to explain technical situations, present information, and provide training. Must have knowledge of the office suite and desktop applications required.

Required Education: Associate Degree in computer science, engineering, telecommunications, or related field and two or more years of practical experience.