

PUBLIC NOTICE
"SPECIAL" PSEC AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING
Thursday, October 12, 2023, 10:00 a.m.
 Eighth Floor, Conference Room 851
 Ed Ball Building, 214 N. Hogan Street
 Jacksonville, FL 32202

[Join Teams Meeting](#)
For Teams link, please visit coj.net/department/finance/procurement

The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the city's intended decision for all recommended actions above the formal threshold. Please refer to 126.106 (e) if you wish to protest any of these items.

Committee Members: Robert Waremborg, Chairman
 Brennan Merrell, Treasury
 James McCain, Jr., OGC

Subcommittee Members	ITEM #	BID/RFP #	TITLE & ACTION	MOTION	CONTRACT EXP	OUTCOME
Elizabeth Brown Thomas Ossi	1	P-42-23 PB#4	Piggyback Award Microsoft Solution Consultant Services Information Technologies Division	That the City of Jacksonville is authorized to enter into an agreement utilizing State Contract GS-35F-0613W for Microsoft Solution Consultant Services with Quisitive, LLC, by incorporating the attached Scope of Work identified as Attachment 'A'; Fee Summary identified as Attachment 'B'; the period of service is from execution of the contract to August 26, 2025; and provide an initial phase estimated amount of \$25,000.00 with a not-to-exceed maximum indebtedness of \$75,000.00. All other terms and conditions are per the city's standard contract language.		
Meeting Adjourned:						

"The next PSEC meeting is scheduled to be held on Thursday, October 19, 2023."

INFORMATION TECHNOLOGIES DIVISION



DATE: October 3, 2023

TO: Dustin L. Freeman, Chief of Procurement Division

THRU: Wanyonyi Kendrick, Acting Chief of Information Technologies

FROM: Paul Freeman, Enterprise Applications Manager

SUBJECT: Piggyback GSA GS-35F-0613W for IT Professional Services with Qusitive, LLC

Wanyonyi Kendrick	Digitally signed by Wanyonyi Kendrick Date: 2023.10.05 08:28:17 -04'00'
Paul Freeman	Digitally signed by Paul Freeman Date: 2023.10.05 10:15:01 -04'00'

The Information Technologies Division (ITD) requests authorization to piggyback U.S. General Services Administration Contract GS-35F-0613W for Microsoft solution consultant services from Catapult Systems LLC – now merged with and known as Qusitive, LLC - pursuant to the Multiple Award Schedule (MAS). The estimated total cost for the services is \$75,000.00, with the initial phase estimated at \$25,000.00. Work will be billed hourly for the necessary Labor Category Titles and their respective GSA Net Rates, according to the price list.

The GSA contract current option end date is August 26, 2025. ITD recommends utilizing the competitively procured contract using the pre-existing terms and conditions. As indicated by the Cooperative Purchasing approval, state and local government entities may procure from this contract via piggybacking.

The Qusitive services will assist ITD to implement business intelligence dashboards for City websites and enhance government transparency.

Upon award approval, ITD will request a contract through the Office of General Counsel. The period of service will be from the date of contract execution through August 26, 2025.

Your favorable consideration of ITD's request is appreciated.

Funding Source: 53101.113001.534100.000000.00000000.000000.00000000

Tracy Geake	Digitally signed by Tracy Geake Date: 2023.10.04 15:23:22 -04'00'
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Attachments: Qusitive Proof of Merger and Assigned Right of Catapult Systems
GSA Contract GS-35F-0613W
Catapult Systems GSA Price List
Qusitive Proposal dated 9/29/2023

cc: Sherry McGuire, UI/UX Project Manager
Vimal Misra, Applications Development Project Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator
Thomas Ossi, Technology Contract and Records Manager

FINANCE AND ADMINISTRATION DEPARTMENT

INFORMATION TECHNOLOGIES DIVISION



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FINANCE AND ADMINISTRATION DEPARTMENT

1. Our Understanding

We understand that the City of Jacksonville is looking to build a data platform to collect information from a variety of sources to measure the performance of the city, make decisions to improve city functions, and publish the performance of the city to foster transparency and accountability. The City of Jacksonville is looking for an initial Minimum Viable Product (MVP) of the data solution to include Key Performance Indicators (KPIs) around the mayor's platform. The underlying data will integrate into the platform where it will be available for analysis as well as served into a dashboard to be presented publicly.

2. Our Approach

1. Our approach includes envisioning and informational sessions including:
 - a. Facilitate up to 4, 2-hour, data platform working sessions with project stakeholders and decision makers.
 - i. Architecture Session 1 – Fundamentals
 - ii. Architecture Session 2 – Use Cases
 - iii. Session 3 – Data Integration and Deployment
 - iv. Session 4 – Data Serving
 - b. Design sessions with project stakeholders regarding the performance dashboard.
2. Our implementation will follow an Agile/SCRUM project methodology
3. Data to be ingested and visualized:
 - a. Permitting Performance
 - i. Permits submitted/Permits issued
 - ii. Resubmission rate
 - iii. Issuance duration
 - b. Animal Control
 - i. Intakes
 - ii. Time to adoption
 - iii. Number of spays and neutering's
 - iv. # of families supported
 - c. Public Works
 - i. Roadway resurfacing
 - ii. Landscape and mowing
 - iii. Solid Waste Resolution
 - iv. Highlight by zones to address underrepresented areas
 - d. Reading Program
 - i. Hours read
 - ii. # of readers
 - iii. Hours per reader
 - e. Performance Dashboard delivery will be limited to up to eight (8) sheets/pages where each page will consist of approximately four (4) visuals

3. Timeline

Based on our current work estimates and staffing approach, we expect a total duration of approximately **8 weeks with a 1 week lead-up to ensure access and permissions are granted earlier to hit the ground running on day 1.**

4. Assumptions

These estimates were developed based on the following assumptions. Material changes to these assumptions may impact the estimate and schedule for completing the work:

1. Client-specific governance, policy or change management requirements will be provided at the beginning of the engagement and will not impact scope or delay the defined project timeline.
2. Prerequisite requirements (security clearances, background checks, systems access, awareness training, etc.) have been communicated to Qusitive prior to the project kickoff meeting.
3. Client and Qusitive resources will be working in cooperation and collaboratively with one another.
4. Information provided in Client documents and statements used to develop this SOW is assumed to be an accurate representation of the respective subject matter.
5. The delivery timeframe and costs provided in this SOW assume that the required resources will be available.
6. Delays caused by Client in the timely provision of access to personnel and/or resources may result in increases in costs, delayed deliverables, and/or scope reduction.
7. Qusitive resources will have proper access to the tools and systems required to deliver the services defined in this SOW. Qusitive personnel do not intend to work with screen sharing or "over the shoulder" access.
8. Qusitive resources will be engaged on a full-time basis or per the agreed-upon project schedule, and work will be completed on consecutive business / working days for the duration of this engagement unless otherwise agreed.
9. All 3rd party software or service costs is the responsibility of Client and is expected to perform according to its specifications.
10. Azure service costs incurred during the engagement is the responsibility of the Client.
11. Workshops may be offline, virtual, or as need to support the rationalization and disposition of data sources in this statement of work, including the use of questionnaires.
12. Qusitive will have timely and appropriate access to Client representatives.
13. Best practices will be implemented as requested by Client. Implementations, configurations, or considerations other than best practices may require a change request.
14. All required data sources are available before the project begins.
15. Appropriate Network integration resources are available from client to assist with integration of defined network architecture.
16. Shared accounts for access are *not* being used.

5. Estimated Cost

We estimate the cost for the Campaign Delivery Dashboard MVP to be between **\$76,999 and \$85,699**.

6. Next Steps

Qusitive will need further discussions with your team to identify a more detailed estimate, validate assumptions and discuss options to provide a detailed Statement of Work.

ATTACHMENT 'A'

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

SIN	Description
54151	Maintenance of Software as a Service – Subject to Cooperative Purchasing
54151S	Information Technology Professional Services – Subject to Cooperative Purchasing

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN	MFG. Part No.
54151S	See Attachment I below.
54151	See hourly rates chart below

1c. HOURLY RATES: (Services Only):

Labor Category Title	GSA Net Rate
Information Technology Consultant I	\$130.07
Information Technology Consultant II	\$146.26
Information Technology Consultant III	\$168.71
Information Technology Consultant IV	\$192.33
Information Technology Consultant V	\$198.45

All IT Consultants advise on the design of complex Microsoft solutions architectures (.Net, SQL Server, SharePoint, Dynamics, etc.). They also provide consulting support for technology watch, surveying emerging information and communication technologies and how they can be included within the International Telecommunication Union (ITU-T) work program. IT Consultants evaluate client projects and ensure their alignment and integration into corporate architecture, and we ensure technical positioning when required. They support architecture teams and sector development, establish high-level activities to implement normative frameworks, participate in the definition of project life cycle implementation and management methodologies, and contribute, technically and strategically to the business unit's development efforts.

IT Consultants will:

Administer: Perform the daily and weekly administration tasks essential to maintaining a sound environment. From simple tasks like modifying permissions to complex configuration changes and patching, our team efficiently and accurately addresses the important details in your environment.

Fix: Remediation of any issues discovered, providing visibility into the resolution process as we track, troubleshoot, and resolve each issue. We also perform root cause analysis to prevent issues from recurring in the future.

Enhance: Managed Services Customers are eligible for recurring customization services at prepaid, discounted rates. These services are designed for both new and existing enhancement needs that require consultants familiar with your environment.

IT Consultants apply advanced analysis skills and experience to provide detailed reliable solutions and estimates for service implementations. They must have current and deep experience in the broad area of IT challenges in general and a broad range of skills across the Microsoft platform. Understanding of competitive technology enables the Consultant to properly assess feasibility of migrating customer solutions from, and/or integrating with customer solutions hosted on, non-Microsoft platforms. Ability to see projects through the entire project lifecycle is required. This includes managing multi-phase, multidimensional, and multi-resource IT infrastructure projects to conclusion while maintaining high customer satisfaction. The role requires an individual who is resourceful, confident under pressure, and has demonstrated skill in both crisis management and expectation management

IT Consultants analyze system requirements for various computer system modules. Write load/performance test cases and test scripts Execute load/performance test cases and scripts. Log and track load/performance problems. Prepare reports of testing results to be reviewed by the requester.

ATTACHMENT B

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



Catapult Systems, LLC
1221 S. Mopac Expy. Ste. 350
Austin, TX 78746
P. 512-328-8181 • F. 512-328-0584

Contract Number: GS-35F-0613W
Contract period: August 27, 2020 through August 26, 2025
Pricelist Version: PS -0037 dated October 27, 2022
DUNS: 143983323
NAICS: 541511
WEB: www.catapultsystems.com
Business size: Other than small business

SIN	Description
SIN 54151	Maintenance of Software as a Service – Subject to Cooperative Purchasing
SIN 54151S	Information Technology Professional Services – Subject to Cooperative Purchasing
	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 D316 IT Network Management 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.

Contact for Contract Administration:

Lindsay Kelling, Business Development Specialist
Lindsay.kelling@catapultsystems.com

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

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

TABLE OF CONTENTS

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):
1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
1c. HOURLY RATES: (Services Only):
2. MAXIMUM ORDER:
3. MINIMUM ORDER:
4. GEOGRAPHIC COVERAGE:
5. POINT(S) OF PRODUCTION:
6. DISCOUNT FROM LIST PRICES:
7. QUANTITY DISCOUNT(S):
8. PROMPT PAYMENT TERMS:
9A. GOVERNMENT PURCHASE CARDS MUST BE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD
9B. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD
10. FOREIGN ITEMS:
11a. TIME OF DELIVERY:
11b. EXPEDITED DELIVERY:
11c. OVERNIGHT AND 2-DAY DELIVERY:
11d. URGENT REQUIREMENTS:
12. FOB POINT:
13a. ORDERING ADDRESS:
13b. ORDERING PROCEDURES:
14. PAYMENT ADDRESS:
15. WARRANTY PROVISION:
16. EXPORT PACKING CHARGES:
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):
23. PREVENTIVE MAINTENANCE (IF APPLICABLE):
24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES
24b. SECTION 508 COMPLIANCE FOR EIT:
25. DUNS NUMBER:
26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151)
OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE
2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)
3. GUARANTEE/WARRANTY
4. TECHNICAL SERVICES
5. SOFTWARE MAINTENANCE
6. PERIODS OF TERM LICENSES (SIN 5415S1) AND MAINTENANCE (SIN 54151)
7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
8. TERM LICENSE CESSATION
9. UTILIZATION LIMITATIONS - (SIN 54151S AND SIN 54151)
10. SOFTWARE CONVERSIONS - (SIN 54151S)
11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY
12. RIGHT-TO-COPY PRICING

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 54151S)**

1. SCOPE
2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
3. ORDER
4. PERFORMANCE OF SERVICES
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
6. INSPECTION OF SERVICES
7. RESPONSIBILITIES OF THE CONTRACTOR

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY.....
9. INDEPENDENT CONTRACTOR.....
10. ORGANIZATIONAL CONFLICTS OF INTEREST.....
11. INVOICES.....
12. PAYMENTS.....
13. RESUMES.....
14. INCIDENTAL SUPPORT COSTS.....
15. APPROVAL OF SUBCONTRACTS.....
16. DESCRIPTION OF IT SERVICES AND PRICING.....

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Attachment B

INFORMATION TECHNOLOGY CONSULTANT I

Bachelor's degree (BA/BS) in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), or **two years** of equivalent experience in Microsoft and related technologies for application development, enterprise solutions, or core infrastructure solutions. **See above description.**

INFORMATION TECHNOLOGY CONSULTANT II

Bachelor's degree (BA/BS) in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), or **four years** of equivalent experience in Microsoft and related technologies for application development, enterprise solutions, or core infrastructure solutions. **See above description.**

INFORMATION TECHNOLOGY CONSULTANT III

Bachelor's degree (BA/BS) in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), or **eight years** of equivalent experience in Microsoft and related technologies for application development, enterprise solutions, or core infrastructure solutions. Experience with Microsoft and related enterprise architecture design and development. **See above description.**

INFORMATION TECHNOLOGY CONSULTANT IV

Bachelor's degree (BA/BS) in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), or over **ten years** of equivalent experience in Microsoft and related technologies for application development, enterprise solutions, or core infrastructure solutions. Senior Enterprise Architect with Microsoft and related technologies. **See above description.**

INFORMATION TECHNOLOGY CONSULTANT V

Bachelor's degree (BA/BS) in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), or **twelve years** of equivalent experience in Microsoft and related technologies of application development, enterprise solutions, or core infrastructure solutions. Senior Enterprise Architect with Microsoft and related technologies. **See above description.**

2. **MAXIMUM ORDER:**
54151/RC: \$500,000
54151S/RC: \$500,000
3. **MINIMUM ORDER:**
54151/RC: \$100
54151S/RC: \$100
4. **GEOGRAPHIC COVERAGE:**
Domestic Delivery Only (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).
5. **POINT(S) OF PRODUCTION:**
Catapult Systems, LLC
6. 1221 South MoPac Expressway
Three Barton Skyway, Ste. 350
Austin, TX 78746
7. **DISCOUNT FROM LIST PRICES:**
Prices are listed as GSA Net, Discount Deducted and IFF included.
8. **QUANTITY DISCOUNT(S):**
54151: 3% discount for orders over \$250,000
54151S: 3% discount for orders over \$250,000

Government Educational Institutions: Offered the same discounts as all other Government Customers.

8. PROMPT PAYMENT TERMS:

Net 30

9A. GOVERNMENT PURCHASE CARDS MUST BE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.

Yes, Catapult Systems, LLC accepts Government Purchase Cards at or below the micro-purchase threshold.

9B. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

Yes, Catapult Systems, LLC accepts Government Purchase Cards above the micro-purchase threshold.

10. FOREIGN ITEMS:

N/A. 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.

11a. TIME OF DELIVERY:

54151: 30 Days or as mutually agreed (Catapult will ensure to work with customers so that there is no lapse in coverage for the customer. We are able to provide services on urgent needs and will work with the customer to ensure all documentation is in order. If preferred, we can state that we will only accept orders with an effective date of the first of the following month).

54151S: 30 Days or as mutually agreed

11b. EXPEDITED DELIVERY:

See Urgent Requirements (11d) below.

11c. OVERNIGHT AND 2-DAY DELIVERY:

See Urgent Requirements (11d) below.

11d. URGENT REQUIREMENTS:

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent 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, and 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 POINT:

Destination

13a. ORDERING ADDRESS:

Catapult Systems, LLC

Attn: Accounting

1221 South MoPac Expressway

Three Barton Skyway, Ste. 350

Austin, TX 78746

Main: 512-328-8181

Fax: 512-328-0584

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 210-249-5400

13b. ORDERING PROCEDURES:

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

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

14. PAYMENT ADDRESS:

Catapult Systems, LLC
Attn: Accounting
1221 South MoPac Expressway
Three Barton Skyway, Ste. 350
Austin, TX 78746
Main: 512-328-8181
Fax: 512-328-0584

15. WARRANTY PROVISION:

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.

16. EXPORT PACKING CHARGES:

N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:

Catapult Systems, Inc. will accept government purchase cards for payment below, equal to and above the Micro-purchase threshold level.

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):

N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE):

N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES

(e.g. recycled content, energy efficiency, and/or reduced pollutants):
N/A

24b. SECTION 508 COMPLIANCE FOR EIT:

The EIT Standards can be found at: www.section508.gov/

25. DUNS NUMBER:

143983323

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:

Contractor has an Active Registration in the SAM database.

**TERMS AND CONDITIONS APPLICABLE MAINTENANCE AS A SERVICE (SPECIAL
ITEM NUMBER 154151) 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.

See Subscription Services – Terms of Service

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **877-211-7658** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **Monday through Friday, 8:00AM to 6:00PM CST, excluding federal public holidays in the United States..**

5. SOFTWARE MAINTENANCE

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

1. Software Maintenance as a Product (SIN 511210)

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.

X 2. Software Maintenance as a Service (SIN 54151)

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 511210) AND MAINTENANCE (SIN 54151)
- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
 - b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
 - c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
 - d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
 - e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.
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 I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(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 511210)

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, 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 (511210), 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.

Managed Services

VIN	Product Category	Product Description	UOI	GSA Net Rate
54151	CAT-Flex-20	20 hours per month for implementation support, systems analysis and design, and other services relevant to Information Technology Professional Services. Monthly prepaid labor hour contract for hourly technical support and hours can be used for problem resolution or system enhancement. Telephone support incidents will require a minimum of one hour. Onsite support will require a minimum of 4 hours. This support package is valid for support during Extended Service Hours (7:00 a.m. - 6:00 p.m. CT, Monday - Friday excluding holidays). The support agreement start date is considered the 1st of the month following the date of purchase. The agreement is valid for a period of 12 months from the start date and will automatically renew for successive annual (12 month) terms.	Monthly	\$3,087.44
54151	CAT-Flex-40	40 hours per month for implementation support, systems analysis and design, and other services relevant to Information Technology Professional Services. Monthly prepaid labor hour contract for hourly technical support and hours can be used for problem resolution or system enhancement. Telephone support incidents will require a minimum of one hour. Onsite support will require a minimum of 4 hours. This support package is valid for support during Extended Service Hours (7:00 a.m. - 6:00 p.m. CT, Monday - Friday excluding holidays). The support agreement start date is considered the 1st of the month following the date of purchase. The agreement is valid for a period of 12 months from the start date and will automatically renew for successive annual (12 month) terms.	Monthly	\$6,174.89
54151	CAT-Flex-80	80 hours per month for implementation support, systems analysis and design, and other services relevant to Information Technology Professional Services. Monthly prepaid labor hour contract for hourly technical support and hours can be used for problem resolution or system enhancement. Telephone support incidents will require a minimum of one hour. Onsite support will require a minimum of 4 hours. This support package is valid for support during Extended Service Hours (7:00 a.m. - 6:00 p.m. CT, Monday - Friday excluding holidays). The support agreement start date is considered the 1st of the month following the date of purchase. The agreement is valid for a period of 12 months from the start date and will automatically renew for successive annual (12 month) terms.	Monthly	\$12,349.79
54151	CAT-Flex-160	160 hours per month for implementation support, systems analysis and design, and other services relevant to Information Technology Professional Services. Monthly prepaid labor hour contract for hourly technical support and hours can be used for problem resolution or system enhancement. Telephone support incidents will require a minimum of one hour. Onsite support will require a minimum of 4 hours. This support package is valid for support during Extended Service Hours (7:00 a.m. - 6:00 p.m. CT, Monday - Friday excluding holidays). The support agreement start date is considered the 1st of the month following the date of purchase. The agreement is valid for a period of 12 months from the start date and will automatically renew for successive annual (12 month) terms.	Monthly	\$24,699.57
54151	CAT-SCAN-Mgmt	Service Description: Monthly Monitoring and Alerting Management fee. The Management fee is per Technology to configure and maintain platform on a per technology basis. For example 10 Exchange Servers and 5 SQL servers would equal 2 choices from the list below. To begin: Choose one or more Supported Technologies from the following list: <ul style="list-style-type: none"> • WIN – Windows Servers • SP – SharePoint Servers • SQL – MS SQL Servers • EXCH – Exchange Servers • CRM – Dynamics CRM Server • SCCM – Configuration Manager Servers • SFB – Skype for Business Servers Next Step: Select at least one CAT-Scan-Connect per technology selected above. See Service Description CAT-Scan-Connect for more detail. Note: Requires usage of the Customers Microsoft Azure Operations Management Suite (OMS). Technology Choices are limited to the OMS supported versions. See "CAT-SCAN" Service Description for overall instruction	Monthly	\$191.92
54150	CAT-SCAN-Connect	Service Description: Monthly Monitoring and Alerting Connection fee. Prerequisite: One or more CAT-SCAN-MGMT. See "CAT-SCAN" Service Description for overall instruction To begin: Select one or more CAT-SCAN-CONNECT equal to the number of total servers requiring Monitoring and Alerting Services. Unit Price is per Physical / Virtual system and monthly. Next Step: Select at least one CAT-Scan-Assess-Core. See relevant Service Descriptions CAT-Scan-Assess to select the right Assessment for the Servers, Technology and Frequency needed. Note: Requires usage of the Customers Microsoft Azure Operations Management Suite (OMS). Technology Choices are limited to the OMS supported versions.	Monthly	\$23.32
54151	CAT-SCAN-Assess-CORE	Service Description: Monthly Assessment and Recommendations. The Management fee is per Technology to Assess the platform on a per technology basis. For example 10 Exchange Servers and 5 SQL servers would equal 2 choices from the list below. To begin: Choose one or more Supported Technologies from the following list: <ul style="list-style-type: none"> • WIN – Windows Servers • SP – SharePoint Servers • SQL – MS SQL Servers • EXCH – Exchange Servers • CRM – Dynamics CRM Server • SCCM – Configuration Manager Servers • SFB – Skype for Business Servers Next Step: Select at least one CAT-Scan-Assess- per technology selected above. See Service Description CAT-Scan-Assess for more detail. Note: Requires usage of the Customers Microsoft Azure Operations Management Suite (OMS). Technology Choices are limited to the OMS supported versions. See "CAT-SCAN" Service Description for overall instruction	Monthly	\$634.37
54151	CAT-SCAN-Assess-WIN	Service Description: Monthly Systems Assessment and Recommendations for Microsoft Windows Server (Win). Monthly WIN Server and OS Comprehensive Health Check. Monthly health status report and recommendations. Prerequisite: One or more CAT-SCAN-Assess-CORE See "CAT-SCAN" Service Description for overall instruction Note: Unit price is per physical/virtual system. Requires the usage of the customers Microsoft Operations Management Suite.	Monthly	\$64.77
54151	CAT-SCAN-Assess-SP	Service Description: Monthly Systems Assessment and Recommendations for Microsoft SharePoint Server (SP). Monthly comprehensive Server and SP comprehensive Health Check. Monthly health status report and recommendations. Prerequisite: One or more CAT-SCAN-Assess-CORE. See "CAT-SCAN" Service Description for overall instruction. Note: Unit price is per physical/virtual system. Requires the usage of the customers Microsoft Operations Management Suite.	Monthly	\$64.55

Managed Services

MIN	Product Category	Product Description	UDI	GSA Net Rate
54151	CAT-SCAN-Assess-SQL	Service Description: Monthly Systems Assessment and Recommendations for Microsoft SQL Server. Monthly comprehensive Server and SQL comprehensive SQL Health Check. Monthly health status report and recommendations. Prerequisite: One or more CAT-SCAN-Assess-CORE. See "CAT-SCAN" Service Description for overall instruction. Note: Unit price is per physical/virtual system. Requires the usage of the customers Microsoft Operations Management Suite.	Monthly	\$129.10
54151	CAT-SCAN-Assess-EXCH	Service Description: Monthly Systems Assessment and Recommendations for Microsoft Exchange (EXCH) Server. Monthly comprehensive Server and EXCH comprehensive Health Check. Monthly health status report and recommendations. Prerequisite: One or more CAT-SCAN-Assess-CORE. See "CAT-SCAN" Service Description for overall instruction. Note: Unit price is per physical/virtual system. Requires the usage of the customers Microsoft Operations Management Suite.	Monthly	\$64.77
54151	CAT-SCAN-Assess-CRM	Service Description: Monthly Systems Assessment and Recommendations for Microsoft Dynamics CRM Server. Monthly comprehensive Server and CRM comprehensive Health Check. Monthly health status report and recommendations. Prerequisite: One or more CAT-SCAN-Assess-CORE. See "CAT-SCAN" Service Description for overall instruction. Note: Unit price is per physical/virtual system. Requires the usage of the customers Microsoft Operations Management Suite.	Monthly	\$64.55
54151	CAT-SCAN-Assess-SCCM	Service Description: Monthly Systems Assessment and Recommendations for Microsoft System Center Configuration Management (SCCM) Server. Monthly comprehensive Server and SCCM comprehensive Health Check. Monthly health status report and recommendations. Prerequisite: One or more CAT-SCAN-Assess-CORE. See "CAT-SCAN" Service Description for overall instruction. Note: Unit price is per physical/virtual system. Requires the usage of the customers Microsoft Operations Management Suite.	Monthly	\$64.50
54151	CAT-SCAN-Assess-SFB	Service Description: Monthly Systems Assessment and Recommendations for Microsoft Skype for Business Server (SfB). Monthly comprehensive Server and SfB comprehensive Health Check. Monthly health status report and recommendations. Prerequisite: One or more CAT-SCAN-Assess-CORE. See "CAT-SCAN" Service Description for overall instruction. Note: Unit price is per physical/virtual system. Requires the usage of the customers Microsoft Operations Management Suite.	Monthly	\$103.04

The following Terms of Service are in effect for FLEX and SCAN Managed Services (MGS) offerings as found in the Catapult Systems GSA Contract.

Billing

See GSA Schedule contract and individual ordering document.

Subscription Term

See GSA Schedule contract and individual ordering document.

Service Level Agreement (SLA)

Service Level Objective: 100% of tickets will be responded to within the prescribed Response Times, based on the urgency levels below:

Urgency Level	Definition	Response Time
Critical	<ul style="list-style-type: none"> Immediate turnaround is required Issues that have a significant financial impact 	1 hour
High	<ul style="list-style-type: none"> Quick turnaround is required 	2 hours
Medium	<ul style="list-style-type: none"> Problem affects more than 1 user Reasonable turnaround time is acceptable 	4 hours
Low	<ul style="list-style-type: none"> Impact is limited to one user 	8 hours

- For Subscription Services, there is no Service Level Agreement (SLA) expressed or implied for the availability of the supported environment (aka 'up-time') since Catapult does not host the environment. The only SLA we provide will be our response time for requests. Resolution time will vary depending on the urgency level referenced above.
- Response Time is the time that it takes Catapult to first respond to Client after a ticket has been received by Catapult.
- Service requests can be submitted by phone, email or dedicated extranet site hosted by Catapult.

Cancellation

- Client shall have the right to terminate this SLA at any time upon sixty (60) days prior written notice or otherwise in accordance with the GSA Schedule terms and conditions.
- For Subscription Services, If Client terminates for convenience, in addition to other undisputed amounts that may be owed, Client must pay an early termination fee equal to 50% of the remaining contract value. This early termination fee will not apply if Client terminates due to two consecutive months in which Catapult failed to achieve its Service Level Objective or if Catapult is otherwise in default as defined in the GSA Schedule contract.

Service Assumptions

- Subscription Services are primarily remote offerings. On-site subscription services and related travel expenses may be requested and agreed to in writing by a warranted Contracting Officer.
- VPN (as needed) and appropriate level of access to the supported environments will be provided to Catapult by Client.
- Client is responsible for performing first level of support, as Catapult is not structured to perform basic helpdesk functions or to accept direct calls from end-users.

Additional Service Assumptions for Client hosted environments

- Client is responsible for providing the backup solution. Catapult will provide backup guidance upon request.
- Client is responsible for providing antivirus. Catapult will provide guidance on specific exclusions upon request.
- Catapult assumes Client is responsible for applying security and update patches to the underlying operating system. Hardware configuration and network infrastructure will be provided and maintained by Client.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

1. **SCOPE**
 - a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT 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 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. **ORDER**
 - a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
 - b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
4. **PERFORMANCE OF SERVICES**
 - a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
 - b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
 - c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
 - d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**
 - a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services--Fixed Price (AUG 1996) (Deviation -- 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.

7. RESPONSIBILITIES OF THE CONTRACTOR

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.

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 Services.

9. INDEPENDENT CONTRACTOR

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

12. PAYMENTS

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

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

With more than 20 years of scaled application development delivery success, we've had the opportunity to deliver over 2,000 projects, ranging from small mobile applications, to enterprise level, mission critical systems.

It's time to see your IT infrastructure as more than just a necessary operational cost. When properly leveraged, your IT infrastructure fosters time and cost efficiency, mobilizes your workforce and automates tasks that would otherwise necessitate expensive, highly-skilled talent.

But as technology advances and workplace expectations evolve, infrastructure becomes increasingly complex, difficult and costly to manage. **We can help.**

Let Catapult be your data scientist.

At most companies, data analysis falls to employees whose main responsibilities lie elsewhere, or to people who lack ample training or bandwidth for the task. While it doesn't make sense for most to staff a full-time data scientist, rigorous and accurate analysis allows an organization to extract *truly impactful* answers from data.

- Catapult offers business intelligence, scaled to fit your specific needs. With our subscription-based BI solution, receive continuous data insight while eliminating the need to invest in software that will eventually become obsolete.
- Treat your data to a full-spectrum, state-of-the-art platform. Microsoft Cortana Analytics Suite does it all: from reporting, dashboards, and alerting; to proactive data insights and analysis like regression, clustering, and pattern mapping; to big data analytics.
- Envision the full scope of what your data has to reveal. Track trends with quick-reference dashboards and drill-to-detail with reports in Microsoft Power BI.