



AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICE LIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-51 Information Technology (IT) Professional Services

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

FPDS Code D308 Programming Services

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.

ZedaSoft, Inc.
2310 Gravel Dr
Fort Worth TX 76118
817-616-1000
www.zedasoft.com

Contract Number: **GS-35F-0354X**

Period Covered by Contract: **Extended April 2016 – April 2021**

General Services Administration Federal Acquisition Service

Pricelist current through Modification Refresh # 38, dated August 7, 2016.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

1.	GEOGRAPHIC SCOPE OF CONTRACT:	1
2.	ZEDASOFT'S ORDERING ADDRESS AND PAYMENT INFORMATION:	1
3.	LIABILITY FOR INJURY OR DAMAGE	2
4.	STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:	2
5.	FOB DESTINATION	2
6.	DELIVERY SCHEDULE.....	2
7.	TRADE AGREEMENTS ACT OF 1979, as amended:	3
8.	SMALL REQUIREMENTS:	3
9.	ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS	3
10.	FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:.....	3
11.	CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003).	3
12.	CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:.....	4
13.	GSA ADVANTAGE!	5
14.	PURCHASE OF OPEN MARKET ITEMS	5
15.	CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS ...	5
16.	OVERSEAS ACTIVITIES.....	5
17.	BLANKET PURCHASE AGREEMENTS (BPAs).....	6
18.	CONTRACTOR TEAM ARRANGEMENTS	6
19.	INSTALLATION, DEINSTALLATION, REINSTALLATION	6
20.	SECTION 508 COMPLIANCE.	6
21.	PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES. ..	6
22.	INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)	7
23.	SOFTWARE INTEROPERABILITY.	7
24.	ADVANCE PAYMENTS	7
25.	SCOPE	8
26.	PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000) ...	8
27.	ORDER.....	8
28.	PERFORMANCE OF SERVICES	8
29.	STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)	9
30.	INSPECTION OF SERVICES	9
31.	RESPONSIBILITIES OF THE CONTRACTOR	9
32.	RESPONSIBILITIES OF THE ORDERING ACTIVITY	10
33.	INDEPENDENT CONTRACTOR	10
34.	ORGANIZATIONAL CONFLICTS OF INTEREST.....	10
35.	INVOICES	10
36.	PAYMENTS	10
37.	RESUMES	11
38.	INCIDENTAL SUPPORT COSTS	11
39.	APPROVAL OF SUBCONTRACTS	11
40.	DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING	11

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. ZEDASOFT'S ORDERING ADDRESS AND PAYMENT INFORMATION:

a. Ordering Address

**ZedaSoft, Inc.
2310 Gravel Dr.
Fort Worth, TX 76118**

b. Point of Contact

**Fred Fleury
Phone: 817-616-1000 x229
Fax: 817-616-1010
Email: fred.fleury@zedasoft.com**

Payments may be made to the following address. For Bank wire transfers please use the following information:
Bank: JP Morgan Bank, New York, NY



Account Name: ZedaSoft, Inc.
Routing Number 111000614 Account Number: 1597353232

ZedaSoft will accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

3. LIABILITY FOR INJURY OR DAMAGE

ZedaSoft, Inc. shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by ZedaSoft, Inc., unless such injury or damage is due to the fault or negligence of ZedaSoft, Inc.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification Under Federal Schedule Contract
- Block 16: Data Universal Numbering System (DUNS) Number: 066040978
- Block 30: Type of Contractor: - Other Small Business
- Block 31: Woman-Owned Small Business – No
- Block 37: Contractor's Taxpayer Identification Number (TIN): 75-2957363
- Block 40: Veteran Owned Small Business (VOSB): No

- 4a. CAGE Code: 3BGL3
- 4b. Contractor has not registered with the Central Contractor Registration Database.

5. FOB DESTINATION

To be determined by individual delivery order.

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: ZedaSoft, Inc. 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)
132-51	As specified in Task Orders

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: Zero days from receipt of invoice or date of acceptance, whichever is later.

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- b. Quantity: Included in pricing
 - c. Dollar Volume: Included in pricing
 - d. Government Educational Institutions: Offered the same discounts as all other Government customers.

7. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not applicable.

8. SMALL REQUIREMENTS:

The minimum amount of services that may be ordered from ZedaSoft, Inc. on an hourly basis is one day, consisting of eight (8) billable hours, for any single category of labor.

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 132-51 - Information Technology Professional Services

9. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

10. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

11. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

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- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
 - (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
 - (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
 - (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
 - (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
 - (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
 - (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
 - (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
 - (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
 - (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

12. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

13. GSA ADVANTAGE!

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

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

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

14. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

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

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

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

16. OVERSEAS ACTIVITIES

Not applicable

17. BLANKET PURCHASE AGREEMENTS (BPAs)

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

18. CONTRACTOR TEAM ARRANGEMENTS

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

19. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

20. SECTION 508 COMPLIANCE.

ZedaSoft, Inc. will comply with Section 508 as specified in each individual delivery order.

21. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

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

22. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

23. SOFTWARE INTEROPERABILITY.

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

24. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

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

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

25. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM 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.

26. 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.

27. 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.

28. 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/IAM 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.

29. 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.

30. 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.

31. 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.

32. 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/IAM Professional Services.

33. INDEPENDENT CONTRACTOR

All IT/IAM 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.

34. 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.

35. INVOICES

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

36. 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.

37. RESUMES

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

38. 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.

39. 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.

40. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

ZedaSoft, Inc. - Labor Category Descriptions**Applicable to Information Technology (IT) Professional Services****(Special Item Number 132-51)****Commercial Job Title: Senior Consultant**

Minimum/General Experience: Seventeen years of progressively responsible experience involving information technology and related systems and often unique specialization. Recognized as an industry or specialty expert especially in the use of information processing, simulation or security systems, through exposure such as publications, research, teaching and speeches.

Experience in traditional captioning with specialized expertise in combining captioning with subject matter suitable for digitization and/or with internet programming languages to synchronize multi-media objects.

Functional Responsibility: Expert consulting in highly specialized, leading edge solutions involving information technologies and methodologies. Provides highly technical specialized guidance with regard to automated solutions to complex information processing problems. Often called upon as a recognized specialist with unique knowledge and skills. Assumes major project planning and execution responsibility at enterprise level. Manages multiple enterprise level IT projects planning and execution such as long-range strategic planning. Directs all aspects of the information systems function. Determines operating philosophy of the organization and enforces enactment of philosophy. Analyzes complex complete systems solutions according to user, enterprise and industry trends. Recommends and implements ultimate solution to complex problems.

Minimum Education: Advanced degree in specialty area, information technology, computer science, operations research, engineering, mathematics or equivalent experience.

Commercial Job Title: Subject Matter Expert

Guide software development of subject specific applications (example: pilot for a flight system model).

Minimum/General Experience: Seventeen years of progressively responsible experience involving information technology and related systems and often unique specialization. Recognized as an industry or specialty expert especially in the use of information processing, simulation or security systems, through exposure such as publications, research, leadership positions, teaching and speeches.

Experience in traditional captioning with specialized expertise in combining captioning with subject matter suitable for digitization and/or with internet programming languages to synchronize multi-media objects.

Functional Responsibility: Expert consulting in highly specialized, leading-edge solutions involving information technologies and methodologies. Provides highly technical specialized guidance with regard to automated solutions to complex information processing problems. Often called upon as a recognized specialist with unique knowledge and skills. Assumes major project planning and execution responsibility at enterprise level. Manages multiple enterprise level IT projects planning and execution such as long-range strategic planning. Directs all aspects of the information systems function. Determines operating philosophy of department and enforces enactment of philosophy. Analyzes complex complete systems solutions according to user, enterprise and industry trends. Recommends and implements ultimate solution to complex problems.

Minimum Education: Advanced degree in specialty area, information technology, computer science, operations research, engineering, mathematics or equivalent experience.

Commercial Job Title: Project Manager

Minimum/General Experience: Twelve years experience in project or program management, systems management, systems engineering or the business/ technology directly relating to the assigned

business segment. Five years of supervisory experience, in a lead or management role, with demonstrated success in the ability to staff and lead/manage technically oriented projects and personnel. Experienced in directing large efforts as well as multiple concurrent smaller efforts. Knowledgeable of the federal contract and procurement regulations.

Functional Responsibility: Serves as the overall manager for a contract and lead for complex technical projects. Authorized single point of responsibility and authority to coordinate all activities of the project to meet deadlines and budgets and to resolve conflicting demands of users. Establishes costs and determines resource requirements. Responsible for the administrative, contractual and financial aspects of projects. Oversees the quality assurance efforts of the contract or project.

Minimum Education: Bachelor's degree in computer science, engineering, mathematics, business, management or equivalent experience.

Commercial Job Title: Software Development Manager

Minimum/General Experience: Ten years experience in systems engineering, the business or the technology directly related to the project. Five years of supervisory experience leading technically oriented projects and personnel. Experienced in directing large efforts as well as multiple concurrent smaller efforts.

Functional Responsibility: Provides management oversight and senior technical expertise at the highest level in recognized subject area of the assigned project. Establishes costs and determines resource requirements. Responsible for the administrative, contractual and financial aspects of task efforts.

Minimum Education: Bachelor's degree in computer science, engineering, mathematics, business or equivalent experience.

Commercial Job Title: Sr. SW Architect

Minimum/General Experience: Twelve years IT systems experience, with eight of the twelve using structured analytical and programming techniques at the systems level. Highly experienced at defining requirements, conceptualizing system design, evaluating alternatives and presenting recommendations. Well versed in the use and development of integrated Computer Aided Software Engineering (CASE) tools for requirements analysis and system design. At least three years directing the efforts of other analysts.

Functional Responsibility: Defines, designs and specifies processes and procedures for developing complex information systems. Team Leader during the requirements analysis and system design phase of the system development life cycle. Performs the final approval review of documentation created to support analysis and design activities.

Minimum Education: Bachelor's degree in computer science, related technical field, or equivalent experience. Advanced degree is desirable, as is being recognized in the field as an expert.

Commercial Job Title: SW Architect

Minimum/General Experience: Ten years IT systems experience, with seven of the ten using structured analytical and programming techniques at the systems level. Highly experienced at defining requirements, conceptualizing system design, evaluating alternatives, and presenting recommendations. Experience in the use and development of integrated CASE Tools for requirements analysis and system design. Occasionally directs the efforts of other analysts and programmers.

Functional Responsibility: Defines, designs, and specifies processes and procedures for developing complex information systems. Team Leader during the requirements analysis and system design phase of the system development life cycle. Performs the final approval review of documentation created to support the analysis and design activities.

Minimum Education: Bachelor's degree in computer science, related technical field, or equivalent experience.

Advanced degree in computer science, related field or equivalent experience is desirable.

Commercial Job Title: Sr. SW Programmer

Eight years IT systems experience using structured analytical and programming techniques at the systems level. Experienced at defining requirements, conceptualizing system design,

evaluating alternatives, and presenting recommendations. Experience in the use of integrated CASE Tools for requirements analysis and system design. Able to direct the efforts of other analysts.

Functional Responsibility: Defines, designs, and specifies processes and procedures for developing complex information systems. Team Leader during the requirements analysis and system design phase of the system development life cycle. Oversees the creation of documentation that supports the analysis and design activities.

Minimum Education: Bachelor's degree in computer science, related field, or equivalent experience.

Commercial Job Title: SW Programmer

Minimum/General Experience: Six years of IT systems experience with at least three years performing analysis of business systems, procedures and processes and three years developing applications systems or subsystems.

Functional Responsibility: Performs complex analytical projects as part of a team during the system development life cycle. Analyzes processes and procedures and creates program designs based on the analysis. Develops programs in accordance with approved system/subsystem design specifications. Tests unit code modules. Creates documentation supporting the analysis, design, and development activities.

Minimum Education: Bachelor's degree in computer science or related field or equivalent experience.

Commercial Job Title: Programming Analyst

Minimum/General Experience: Three years experience in technical/policy support and analysis of complex programs, tasks, processes and procedures or combination of specialized certifications. Experienced in program planning, training, coordination, implementation and documentation.

Functional Responsibility: Responsible for applying research, specialized technical and analytical skills and techniques in the support of implementation responsibilities related to major operations. Assists in the definition of program requirements, assessment of required resources, identification of processes and procedures, addressing of outstanding issues for resolution and description of alternative approaches. Proposes and/or develops methodologies for the redaction of operation/program data into appropriate electronic/hard copy format.

Minimum Education: Bachelor's degree and one year experience in related field, or equivalent experience, and/or specialized certifications or a combination thereof.

Commercial Job Title: 3D Computer Graphics Specialist

Minimum/General Experience: Six years experience in developing 3-dimensional models and computer graphics, with experience in supporting Multimedia and Graphic Design.

Functional Responsibilities: Developing 3D shapes and models using industry standard tools. Developing computer graphic images to be used in Multimedia presentations.

Minimum Education: Bachelor's degree or equivalent experience.

Commercial Job Title: Configuration Management Specialist

Minimum/General Experience: Ten years IT systems experience, with six of the ten using configuration management and version control tools. Experienced in using UNIX and Microsoft development tools for the management of multiple code sources.

Functional Responsibility: Provides the daily operations management of the source code set as well as executable build tools and multiple execution binaries. Oversees the creation of documentation that defines the software build and management structure.

Minimum Education: Bachelor's degree in computer science, related field or equivalent experience. Advanced degree in computer science, related field or equivalent experience is desirable.

Commercial Job Title: Sr Security Administrator

Minimum/General Experience: Eight years experience with database management systems, with at least five years supporting relational database management systems. Well versed in the use of integrated CASE Tools for requirements analysis and system design.

Able to direct the efforts of other data analysts.

Functional Responsibility: Designs the architectural layout of databases, designs access levels to the databases, assures the security levels of the databases and troubleshoots the performance of databases.

Minimum Education: Advanced degree in computer science, related technical field or equivalent experience.

Commercial Job Title: Security Administrator

Minimum/General Experience: Four years experience with database management systems, with at least two years of the four supporting relational database management systems.

Functional Responsibility: Controls the global view of databases, controls access to the databases, assures the safekeeping of the databases and monitors the use of databases. Applies analytical and evaluative techniques to processes and problems. Determines requirements/defines problems, makes recommendations for optimum approaches.

Minimum Education: Bachelor's degree in computer science or related field or equivalent experience.

Commercial Job Title: Senior Technical Writer

Minimum/General Experience: Seven years experience in the development of technical documentation using automated tools including desktop publishing. Experienced in developing user documentation in accordance with specified standards.

Functional Responsibility: Develops, writes, and edits documentation incorporating information from users, development personnel and management personnel. Develops reports from written and electronic input media. Prepares graphic presentations of technical information for both technical and non-technical users. Assists in requirements analysis and preliminary system design activities through participation in user interviews.

Minimum Education: Bachelor's degree in English, journalism or related field or equivalent experience.

Commercial Job Title: Technical Writer

Minimum/General Experience: Three years experience in the development of technical documentation using automated tools including desktop publishing. Experienced in developing user documentation in accordance with specified standards.

Functional Responsibility: Develops, writes, and edits documentation incorporating information from users, development personnel and management personnel. Develops reports from written and electronic input media. Prepares graphic presentations of technical information for both technical and non-technical users. Assists in requirements analysis and preliminary system design activities through participation in user interviews.

Minimum Education: Bachelor's degree in English, journalism or related field or equivalent experience.

Commercial Job Title: Senior Network Administrator

Minimum/General Experience: Ten years technical experience including five years supporting network environments. Knowledge of network management tools and techniques. Experienced at troubleshooting network performance.

Functional Responsibility: Provides technical support in evaluating and resolving network and processor problems. Responsible for the design, configuration, and implementation of networks.

Minimum Education: Bachelor's degree in computer science or related field or equivalent experience.

Commercial Job Title: Network Administrator

Minimum/General Experience: Six years technical experience including three years supporting network environments. Knowledge of network management tools and techniques. Experienced at measuring and reporting network performance.

Functional Responsibility: Provides technical support in evaluating and resolving network and processor problems. Responsible for the configuration and implementation of networks.

Minimum Education: Bachelor's degree in computer science or related field or equivalent experience.

Commercial Job Title: Senior Systems Administrator

Minimum/General Experience: Six years computer administration experience including four years supporting daily operational activities of complex UNIX, mainframe and other network servers, subsystems or networks.

Functional Responsibilities: Ensures system availability and functionality. Designs user account management, security management and system backup procedures.

Minimum Education: Bachelor's degree or equivalent experience.

Commercial Job Title: Systems Administrator

Minimum/General Experience: Three years computer administration experience supporting daily operational activities of complex systems, subsystems or networks.

Functional Responsibilities: Ensures system availability and functionality. Performs user account management, security management and system backups in accordance with established procedures.

Minimum Education: Bachelor's degree or equivalent experience.

Commercial Job Title: Systems Technician

Minimum/General Experience: Three years electrical and computer fabrication experience directly involved in the wiring and fabrication of complex systems, subsystems, or networks.

Functional Responsibilities: Basic wiring and fabrication of electrical and mechanical panels, switches and related electrical and mechanical equipment.

Minimum Education: 2 Year technical degree or equivalent experience.

Commercial Job Title: Data Entry Clerk

Minimum/General Experience: One year experience using a computer.

Functional Responsibility: Performs telephone communications, assists operations staff in preparing task documents and operates hardware/software systems. Other support services include data entry, software licensing, property management, receiving, systems operation and data mining. Verifies data entered, where applicable.

Minimum Education: High school diploma or equivalent experience.

ZEDASOFT GSA PRICING			
Labor Category	List Price	Hours 1-2999	Over 3000 hours
		4/2012-4/2013	4/2012-4/2013
	2011 Commercial	GSA Rates	GSA Rates
GSA Discount		3%	12%
Senior Consultant	225.00	218.25	198.00
Subject Matter Expert	225.00	218.25	198.00
Project Manager	175.00	169.75	154.00
SW Development Mgr	160.00	155.20	140.80
Sr. SW Architect	175.00	169.75	154.00
SW Architect	160.00	155.20	140.80
Sr. SW Programmer	140.00	135.80	123.20
SW Programmer	125.00	121.25	110.00
Programming Analyst	95.00	92.15	83.60
3D Computer Graphics Specialist	110.00	106.70	96.80
Configuration Mgt Specialist	125.00	121.25	110.00
Sr Security Administrator	125.00	121.25	110.00
Security Administrator	90.00	87.30	79.20
Sr Technical Writer	90.00	87.30	79.20
Technical Writer	75.00	72.75	66.00
Sr Network Administrator	140.00	135.80	123.20
Network Administrator	105.00	101.85	92.40
Sr Systems Administrator	90.00	87.30	79.20
Systems Administrator	75.00	72.75	66.00
Systems Technician	50.00	48.50	44.00
Data Entry Clerk	50.00	48.50	44.00

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Debbie Hall, 817-616-1000 x224.



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

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- (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.

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

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

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

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

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

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

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

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

Here is a general outline on how it works:

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