



**General Services Administration
Federal Acquisition Service**

GS-35F-310BA

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

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

SPECIAL ITEM NUMBER 132 32 --- Term Software License - SUBJECT TO COOPERATIVE PURCHASING Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316 IT Network Management Services
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
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.

Period Covered by Contract:

**PERSONNEL DECISIONS RESEARCH INSTITUTES, INC
650 3RD AVE S STE 1800
MINNEAPOLIS MN 55402 – 1949**

Offeror's FAX Number: 703.276.7567

Website Address: www.pdri.com

Contract Number GS-35F-310BA

Period Covered by Contract:

April 8 , 2014 to April 7, 2019

CUSTOMER INFORMATION:

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN 132-51

SIN 132-32

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply

SEE PRICES BELOW

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

LABOR CATEGORY DESCRIPTIONS

Commercial Labor Category	Minimum/General Experience and Years of Experience	Functional Responsibility	Educational Requirements
Program Executive	15	<p>Defines, oversees, and supports strategic client engagements, assisting customers in realizing productivity gains and other bottom line organizational results through strategic implementation, application, and use of PDRI's IT products and services. Works with customers to define higher-level IT requirements and design strategies, systems, and processes that will meet customer needs and yield the maximum return on investment.</p>	BS/BA
Project Director	5, 2 as Proj. Mgr	<p>Works customers to define their assessment requirements and identify assessment products and services that will best meet their needs, consistent with professional, regulatory, and federal guidelines. Manages a portfolio of customers and IT programs. Ensures quality assurance and timely, efficient delivery of engagements.</p>	BS/BA
Program Manager	8	<p>Works customers to define their requirements and identify IT products and services that will best meet their needs, consistent with professional, regulatory, and federal guidelines. Manages programs and multiple interrelated projects which may include hardware, software, technical architecture, and /or network engineering. Ensures quality assurance and timely, efficient delivery of engagements.</p>	BS/BA
Project Manager	3	<p>Works customers to define their requirements and identify IT products and services that will best meet their needs, consistent with professional, regulatory, and federal guidelines. Manages individual technical projects which may include hardware, software, technical architecture, and /or network engineering. Ensures quality assurance and timely, efficient delivery of engagements.</p>	BS/BA
Systems Engineer III	6	<p>Designs, tests, and implements new network hardware, systems, and software. Installs, configures, and maintains network services, equipment, and devices. Performs troubleshooting analysis of routers, switches, servers, workstations, and associated systems. Mentors junior engineers. May act as a technical lead, team lead, or task lead as appropriate.</p>	BS/BA

Commercial Labor Category	Minimum/General Experience and Years of Experience	Functional Responsibility	Educational Requirements
Systems Engineer II	4	Designs, tests, and implements new network hardware, systems, and software. Installs, configures, and maintains network services, equipment, and devices. Performs troubleshooting analysis of routers, switches, servers, workstations, and associated systems. Mentors junior engineers.	BS/BA
Systems Engineer I	0	Designs, tests, and implements new network hardware, systems, and software. Installs, configures, and maintains network services, equipment, and devices. Performs troubleshooting analysis of routers, switches, servers, workstations, and associated systems.	BS/BA in a related discipline
Software Engineer III	5	Designs, develops, and tests system software. Writes supporting documentation. Communicate complex technical issues with peers, senior developers, management, and customers. Monitors system operation and resolves issues as appropriate. Follows software industry best practices. Mentors junior developers. May act as a technical lead, team lead, or task lead as appropriate.	BS/BA
Software Engineer II	2	Designs, develops, and tests system software. Writes supporting documentation. Communicate complex technical issues with peers, senior developers, management, and customers. Monitors system operation and resolves issues as appropriate. Follows software industry best practices. Mentors junior developers.	BS/BA
Project Analyst	0	Enters and configures content into PDRI system software, namely data entry and configuration in setting up assessments (tests) and surveys for use. Writes and maintains documentation, including meeting agendas and notes, system documentation (including requirements, test plans, test results, process flow charts, etc.), and departmental policies. Performs system/software testing by following test plans and noting issues/defects.	BS/BA in a related discipline, or Associate Degree plus four additional years of related experience.

Commercial Labor Category	Minimum/General Experience and Years of Experience	Functional Responsibility	Educational Requirements
Assessment Expert	10	Offers seasoned expertise to customers in how to design, customize, deploy, implement, and optimize online assessment processes and services on PDRI's PerformanceFIT assessment system. Provides expert-level advice and support, consistent with professional, regulatory, and federal guidelines, about the proper use of assessments within the federal government context and how to incorporate assessments successfully into an online software system.	PhD/Masters
Senior Assessment Consultant	5	Works independently on more complex projects and guides junior team members in designing and/or customizing assessment systems/processes, deploying and implementing assessment products and services, and/or providing on-going assessment support services. Applies knowledge of assessment implementation and use consistent with professional, regulatory, and federal guidelines and how to incorporate assessments successfully into an online software system.	BS/BA
Assessment Consultant	3	Works independently on smaller-scale, more straightforward projects that involve designing and/or customizing assessment systems/processes, deploying and implementing assessment products and services, and/or providing on-going assessment support services. Applies knowledge of assessment implementation and use consistent with professional, regulatory, and federal guidelines and how to incorporate assessments successfully into an online software system.	BS/BA

2. Maximum order. \$500,000
3. Minimum order. \$100
4. Geographic coverage (delivery area). WORLDWIDE
5. Point(s) of production (city, county, and State or foreign country). USA



- 6. Discount from list prices or statement of net price. SEE PRICES BELOW. ALL PRICES ARE NET.
- 7. Quantity discounts. DETERMINED AT PURCHASE ORDER LEVEL
- 8. Prompt payment terms. NET 30
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards not accepted above the micro-purchase threshold.
- 10. Foreign items (list items by country of origin). NONE
- 11a. Time of delivery. (Contractor insert number of days.)

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	Per Task Order
132-32	30 days

11b. Expedited Delivery. ALL Items available for expedited delivery are noted in this price list.” under this heading.

11c. Overnight and 2-day delivery. SIN 132-32. Schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. point(s). DESTINATION

13a. Ordering address(es).

**PERSONNEL DECISIONS RESEARCH INSTITUTES, INC
650 3RD AVE S STE 1800
MINNEAPOLIS MN 55402 – 1949**

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

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(703) 276-4680

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

14. Payment address(es).

**PERSONNEL DECISIONS RESEARCH INSTITUTES, INC
650 3RD AVE S STE 1800
MINNEAPOLIS MN 55402 – 1949**

15. Warranty provision. SCA

16. Export packing charges, if applicable. N/A

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO PURCHASE LEVEL.

18. Terms and conditions of rental, maintenance, and repair (if applicable). SEE TERMS & CONDITIONS BELOW

19. Terms and conditions of installation (if applicable). SEE TERMS & CONDITIONS BELOW

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). SEE TERMS & CONDITIONS BELOW

20a. Terms and conditions for any other services (if applicable). SEE TERMS & CONDITIONS BELOW

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND IDENTITY ACCESS MANAGEMENT
PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-60F)**

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

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/ Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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

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

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

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/ PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/ Service offered under Special Item Numbers 132-51 IT/ 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/ 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.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. 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.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-230-8421 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7 AM – 8 PM Monday-Friday, and 10 AM – 7 PM Saturday-Sunday, Eastern Time Zone, excluding holidays.

5. SOFTWARE MAINTENANCE

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

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

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

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

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

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

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

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

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

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

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar 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 ___N/A_____% 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 ___N/A_____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service,

bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

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

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

NOT AVAILABLE

132-32

PERFORMANCEFIT PLATFORM SUBSCRIPTION OPTIONS

THE PRODUCT

The PerformanceFIT Assessment Center is a PDRI-hosted repository of software/assessments that are accessed via an internet interface. PDRI will provide the purchaser with an account on the PerformanceFIT Assessment Center.

PRICING

The purchaser pays a one-time setup fee and then purchases a block of assessment credits for use. Each credit allows the purchaser to administer an assessment one (1) time on the platform. Credits expire 1 year after purchase.

The pricing below includes:

- One-time setup of the customer's account
- Administration of assessments based on pre-purchased assessment credits. This ADMINISTRATION includes the following:
 1. Use of the PerformanceFIT Assessment Center to have users complete assessments.
 2. System tracking of assessment completion status, recording of responses, calculation of scores when applicable.
 3. Standard system reports relating to the completed assessments, when applicable.

ADDITIONAL SERVICES AVAILABLE

Loading Customer Assessments

Services for loading a customer's assessments onto the platform can be separately purchased. These charges are based on labor categories and hourly rates.

Platform Customizations & Enhancements

These charges are based on labor categories and hourly rates.

Dedicated Platform Instance

If the customer desires for PDRI to set up their account on a separate, dedicated instance of the PerformanceFIT platform (typically due to data sharing restrictions or customization requirements), as opposed to sharing a platform instance with other customers, PDRI will create a separate instance of the PerformanceFIT Assessment Platform, hosted by PDRI, for the purchaser's use.

SOFTWARE MAINTENANCE: Because the user access software that is hosted on the PDRI system, PDRI maintains the software with ongoing enhancements and maintenance. No maintenance purchase is required.

TERMS & CONDITIONS

- All invoicing is Net 30

For Setup Fee and Assessment Credit purchases:

- Setup Fee is a one-time charge for new customers, invoiced as soon as a new customer's order is processed.
- Assessment Credit Purchases are invoiced as soon as an assessment credit purchase order is received and processed.
- Price discounts on assessment credit purchases are valid for that purchase only. Prices will not be adjusted retroactively if more credits are purchased later.
- Refunds are not given for unused assessment credits.

For Dedicated Platform Instance license purchases:

- The Yearly License Fee is invoiced as soon as a purchase order for a dedicated platform instance is received and processed.
- The Yearly License goes into effect when payment is received and is active for one year from the date payment is received.
- After purchasing a Yearly License, if a customer wishes to switch to a higher usage tier, the customer must pay the difference between the usage tier that was previously purchased and the new usage tier. E.g. if a customer had previously purchased a license for 1,000 maximum yearly assessments at a cost of \$72,544.08 and wishes to raise the maximum ceiling to 5,000 assessments, the customer must pay an additional \$24,181.36 – the difference between the new usage tier price (\$96,725.44) and the previously purchased tier price (\$72,544.08). The license expiration date is unchanged (a year from the date of the original purchase).
- No refunds will be given.

PerformanceFIT Platform Subscription Options			
One-time setup of the customer's account			
Product Number		Setup Fee	GSA Price With IFF
1		Fee	\$1,196.98
Shared Platform Instance			
Product Number		Number of Assessment Credits Purchased	GSA Price With IFF
101	Shared Platform Instance	1 – 200 credits	\$58.04
102	Shared Platform Instance	201 - 500 credits	\$48.36
103	Shared Platform Instance	501 – 2,000 credits	\$38.69
104	Shared Platform Instance	2,001 – 10,000 credits	\$33.85
105	Shared Platform Instance	10,001 – 50,000 credits	\$29.02
106	Shared Platform Instance	50,001 – 100,000 credits	\$19.35
107	Shared Platform Instance	100,001 – 200,000 credits	\$14.51
108	Shared Platform Instance	200,001 or more credits	\$11.61
Dedicated Platform Instance			
Product Number		Maximum number of assessments administered per year	GSA Price With IFF
201	Dedicated Platform Instance	1,000	\$72,544.08
202	Dedicated Platform Instance	5,000	\$96,725.44
203	Dedicated Platform Instance	10,000	\$120,906.80
204	Dedicated Platform Instance	50,000	\$193,450.88
205	Dedicated Platform Instance	100,000	\$338,539.04
206	Dedicated Platform Instance	200,000	\$580,352.64

132-51

132-51 LABOR CATEGORY PRICING

Commercial Labor Category	Educational Requirements	GSA Price With IFF	GSA Price With IFF	GSA Price With IFF	GSA Price With IFF	GSA Price With IFF
		YEAR 1 4/8/14 – 4/7/15	YEAR 2 4/8/15 – 4/7/16	YEAR 3 4/8/16 – 4/7/17	YEAR 4 4/8/17 – 4/7/18	YEAR 5 4/8/18 – 4/7/19
Program Executive	BS/BA	243.72	\$248.84	\$254.06	\$259.40	\$264.85
Project Director	BS/BA	194.35	\$198.43	\$202.60	\$206.85	\$211.20
Program Manager	BS/BA	168.97	\$172.52	\$176.14	\$179.84	\$183.62
Project Manager	BS/BA	125.04	\$127.66	\$130.34	\$133.08	\$135.88
Systems Engineer III	BS/BA	178.17	\$181.91	\$185.73	\$189.63	\$193.61
Systems Engineer II	BS/BA	127.61	\$130.29	\$133.03	\$135.82	\$138.67
Systems Engineer I	BS/BA in a related discipline	92.88	\$94.83	\$96.82	\$98.85	\$100.93
Software Engineer III	BS/BA	180.98	\$184.78	\$188.66	\$192.63	\$196.67
Software Engineer II	BS/BA	127.38	\$130.05	\$132.78	\$135.57	\$138.42
Project Analyst	BS/BA in a related discipline, or Associate Degree plus 4 years related experience.	67.25	\$68.67	\$70.11	\$71.58	\$73.08
Assessment Expert	PhD/Masters	241.81	\$246.89	\$252.08	\$257.37	\$262.77
Senior Assessment Consultant	BS/BA	175.99	\$179.69	\$183.46	\$187.31	\$191.25
Assessment Consultant	BS/BA	132.72	\$135.50	\$138.35	\$141.25	\$144.22