



**FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
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: GSAAdvantage.gov.

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 – Information Technology Software

SIN 132-50 - TRAINING COURSES FOR IT EQUIPMENT AND SOFTWARE

FPDS Code U012

SIN 132-51 - IT PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Contract Number: GS-35F-319GA

Period Covered by Contract: 03/24/2017 – 03/23/2022



**Quantitative Software Management
2010 Corporate Ridge, Suite 500
McLean, VA 22102
Phone: (800) 424-6755
Fax: (703) 749-3795
Website: www.qsm.com**

Contract Administration:

Angela Maria Lungu

Telephone: (800) 424-6755

Fax: (703) 749-3795

Email: Angelamaria.lungu@qsm.com

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



CUSTOMER INFORMATION

- 1a. Awarded special item numbers:
SIN 132-32 Term Software License
SIN 132-50 Training Courses
SIN 132-51 Information Technology Professional Services

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.

<u>SIN#</u>	<u>Model</u>	<u>Price</u>
132-32	SLIM-Estimate®, -Control®, or -Metrics®, Single Site Annual License	\$8,531.00 (per annum)
132-50	Using Estimation	\$9,168.77 (per day)
132-51	Analyst I: Without SLIM® Software License Purchase	\$ 98.87 (per hour)

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. **See pages 27-28**

2. Maximum order:

<u>SIN</u>	<u>Maximum Order</u>
132-32	\$500,000.00
132-50	\$ 25,000.00
132-51	\$500,000.00

3. Minimum order: **\$100**

4. Geographic coverage (delivery area): **Domestic**

5. Point(s) of production (city, county, and State or foreign country): **McLean, VA**

6. Prices shown are the Government's net prices, basic discounts have been deducted.

7. Quantity discounts: **None Offered.**

8. Prompt payment terms: **0%, Net 30 days.**

- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold. **Yes**
- 9b. Notification whether Government purchase cards are not accepted above the micro-purchase threshold. **Yes**
- 10. Foreign items (list items by country of origin): **None**
- 11a. Time of delivery: **30 days ARO**
- 11b. Expedited Delivery: **Not Applicable**
- 11c. Overnight and 2-day delivery: **Not Applicable**
- 11d. Urgent Requirements: **To be negotiated at the Task Order Level.**
- 12. F.O.B. point(s): **Destination**
- 13a. Ordering address: **Same as Contractor**
- 13b. Ordering procedures: **For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.**
- 14. Payment address. **Same as Contractor**
- 15. Warranty provision: **Standard Commercial**
- 16. Export packing charges, if applicable: **Not Applicable**
- 17. Terms and conditions of Government purchase card acceptance (any Thresholds above the micro-purchase level). **None**
- 18. Terms and conditions of rental, maintenance, and repair (if applicable): **Not Applicable**
- 19. Terms and conditions of installation (if applicable): **Not Applicable**
- 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): **Not Applicable**
- 20a. Terms and conditions for any other services (if applicable): **Not Applicable**
- 21. List of service and distribution points (if applicable): **Not Applicable**

22. List of participating dealers (if applicable): **Not Applicable**
23. Preventive maintenance (if applicable): **Not Applicable**
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): **Not Applicable**
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
25. Data Universal Number System (DUNS) number: **038994083**
26. Notification Regarding Registration in System for Award Management (SAM) database: **Registered**

**TERMS AND CONDITIONS APPLICABLE TO TERM
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), 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 AGREEMENT REQUIREMENTS (EULA)

The Contractor has provided its approved EULA below:

QSM CUSTOMER-HOSTED SOFTWARE LICENSE AGREEMENT

This is a legal agreement (“Agreement”) between Quantitative Software Management, Inc. (“QSM”) a Virginia corporation having offices at 2000 Corporate Ridge, Suite 700, McLean, VA 22102, and Licensee, the party licensing software from QSM. This Agreement includes the separate QSM-provided ordering documents under which ordering activity have ordered the Products (each such document being a “Purchase Order”).

SOFTWARE. As used in this Agreement, “Software” means any QSM-provided applications or firmware that has been provided to Licensee for use pursuant to a Purchase Order. The “Software” consists of the object code version only of the full system, any module or subsystem, sample and utility computer programs provided on the electronic media in this package or used by Licensee from QSM. The term “Software” includes, without limitation, any patches, updates, improvements, additions, enhancements and other modifications or revised versions that may subsequently be provided to Licensee by QSM from time to time.

PRODUCTS. As used in this Agreement, “Products” means the Software and all associated user manuals and user documentation (the “Related Materials”) provided to Licensee for use with the Software. The term “Products” will include all enhanced versions of, and updates to the Related Materials which may subsequently be provided to Licensee by QSM from time to time during the term of this Agreement.

LICENSE. The Products licensed are and will remain the property of QSM. QSM hereby grants Licensee a nonexclusive, nontransferable, revocable license to use the Products as

necessary for internal business purposes subject to the terms and conditions of this Agreement and any limitations specified in the Purchase Order for such Products or other negotiated and accepted agreement with QSM. Such internal business purposes do not include use by any parent, subsidiary, or affiliate of Licensee, or any other third party, and Licensee will not permit any such use. Licensee may (i) only use the Software on one computer CPU at a time, and (ii) make one copy of the Software for backup purposes only. In the case of Software intended to be installed on a desktop, laptop or other single user device, Licensee must purchase a single copy of the Software for each such desktop, laptop or other single user device on which Licensee intends to have the Software operate, and Licensee may make a backup copy of each instance of the Software.

In the case of Software intended to be installed on a network and accessed by multiple users, this means that Licensee Purchase Order will specify the number of users who are permitted to use such Software, and Licensee ability to copy the Software is limited to a single backup copy. Any copy of the Software that Licensee makes is the property of QSM and Licensee agrees to reproduce QSM's copyright and other proprietary rights notices on any copy Licensee makes. Licensee may copy or reproduce the Related Materials solely to the limited extent necessary for Licensee's internal business purposes as they relate to use of the Software. Any copy of the Products that Licensee makes is the property of QSM and Licensee agrees to reproduce QSM's copyright and other proprietary rights notices on any copy made.

ADDITIONAL RESTRICTIONS. Each user to whom Licensee provides access to the Software must agree to the End User Terms contained herein prior to each instance of use of the Software. Sublicensing and rental of the Products is prohibited. Licensee may not use the Products as part of a service bureau or for time-sharing purposes, or in any other way allow third parties to exploit the Software, including without limitation where the Products are used directly or indirectly (i) for the benefit of a third party or (ii) to compete with QSM. Licensee may not: (i) use the Software on a network or other multiple-user environment unless Licensee pays for and obtains a multiple-user license from QSM; (ii) decompile, disassemble, reverse-engineer otherwise attempt to derive, obtain or modify the source code of the Software; (iii) remove, modify, obscure or obliterate any copyright or other proprietary rights notice on the Products; (iv) modify, create derivative works from, distribute, publicly display, or publicly perform the Products. Licensee acknowledges that copies of the Products are licensed, not sold, and Licensee receives no ownership of any copy or of the Products themselves. Orders under this Agreement may only be placed for delivery and primary use within the region specified in the Purchase Order, if any.

USER COUNT AND LICENSE VERIFICATION. On an annual basis, Licensee will report to QSM the total number of users of the Software, the total number of copies of the Software installed, and the identity of any contractors, advisors and consultants that Licensee has permitted to use the Software. On a semi-annual basis (or upon notice from QSM if QSM reasonably suspects a breach of this Agreement), QSM will have the right to audit Licensee's use of the Software. Licensee will provide reasonable cooperation with such audit,

including providing access to personnel, computers on which the Software is installed and Licensee network.

RUNTIME-RESTRICTED SOFTWARE. The Software is “Runtime-Restricted Use” software. Licensee may only use the software to run the Integrated Application. Licensee may not use the branded software to develop new applications, databases or tables licensed for licensee’s applications. Licensee also may not use the Software with existing applications, databases or tables, other than those in the Integrated Application. Licensee may, to configure or extend the Integrated Application, use a tool to run queries or reports from existing tables, or use a development environment or workbench that is part of the Integrated Application.

CONFIDENTIALITY AND NONDISCLOSURE. As used in this Agreement, “Confidential Information” means any and all information and material that:

(i) gives QSM and/or its licensors some competitive business advantage or the opportunity of obtaining such advantage or is otherwise confidential or a trade secret; (ii) is marked “Confidential,” “Restricted,” or “Confidential Information” or other similar marking; (iii) is known by Licensee to be confidential or proprietary; or (iv) from all the relevant circumstances, should reasonably be assumed by Licensee to be confidential or proprietary.

The Confidential Information includes the Products. Confidential Information does not include any information that Licensee can prove: (i) was already known to Licensee without restrictions at the time of its disclosure by QSM; (ii) after its disclosure by QSM, is made known to Licensee without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by Licensee without reference to the Confidential Information.

Confidential Information will remain the property of QSM and/or its licensors, and Licensee will not be deemed by virtue of this Agreement or any access to the Confidential Information to have acquired any right, title or interest in or to the Confidential Information. Licensee may not copy any Confidential Information without QSM’s prior written permission. Licensee may not remove any copyright, trademark, proprietary rights or other notices included in or affixed to any Confidential Information.

Licensee agrees: (i) to hold the Confidential Information in strict confidence (ii) to share with only authorized personnel having a need to know the Confidential Information for the purpose of carrying out licensee’s obligations and rights under this Agreement. Any authorized personnel shall be held to the same standard of confidential care. (iii) to afford the Confidential Information at least the same level of protection against unauthorized disclosure or use as Licensee normally uses to protect Licensee’s own information of a similar character, but in no event less than reasonable care; and (vi) to notify QSM promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist QSM in every reasonable way to stop or minimize such unauthorized use or disclosure. Licensee agrees that upon reasonable request from QSM Licensee will cause any such



contractors, advisors or consultants to execute a non-disclosure agreement directly with QSM that is substantially similar to the confidentiality requirements of this Agreement. .

Licensor agrees to recognize that courts of competent jurisdiction may require certain information to be released that is required by the Freedom of Information Act (FOIA) that does not fall under certain exceptions must be released when requested. Licensor further agrees that such confidential clauses will be modified to recognize that federal agencies are subject to FOIA and acknowledge that some information may be released despite being characterized as "confidential" by Licensor.

Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

DEFAULT. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

This agreement is subject 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract

MUTUAL WARRANTY. Each party represents and warrants to the other, as of the date that Licensee first receive the Software, that (i) such party has the full right, power and authority to enter into this Agreement; (ii) the execution, delivery and performance by such party of this Agreement are within its powers and have been duly authorized by all necessary action; and (iii) when executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

LIMITED WARRANTY. QSM warrants to Licensee that, for a period of 90 days from the date of original receipt, (I) the Software will not, under normal use and service, deviate materially from the applicable specifications contained in the Related Materials, and (ii) the Related Materials will be free from defect in materials and workmanship. If any such deviation appears during such 90 day period in the Products, QSM will use commercially reasonable efforts to correct such deviation in a manner consistent with the support services that QSM provides for the Products. If, despite such commercially reasonable efforts QSM is unable to correct such deviation, such items may be returned to QSM for replacement, without charge. With regard to material defects in the Related Materials, such items may be



returned to QSM for replacement, without charge. This warranty does not cover defects arising from modifications or misuse of the Products. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND RELATED MATERIALS ARE PROVIDED "AS IS" AND NO OTHER WARRANTIES ARE PROVIDED BY QSM WITH RESPECT TO THE PRODUCTS WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, INTEGRATION, PERFORMANCE, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, QSM MAKES NO WARRANTY THAT ANY LICENSED MATERIALS WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS OR IN AN UNINTERRUPTED MANNER, THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH OTHER THIRD PARTY SOFTWARE OR HARDWARE SELECTED BY LICENSEE OR THAT THE SOFTWARE WILL MEET LICENSEE REQUIREMENTS. NO ADVICE OR INFORMATION PROVIDED BY QSM WILL CREATE A WARRANTY. LICENSEE ASSUMES TOTAL RESPONSIBILITY FOR ANY AND ALL RISK ARISING FROM LICENSEE USE OF, OR INABILITY TO USE, THE SOFTWARE OR ANY RELATED MATERIALS.

LIABILITY. QSM'S OBLIGATION TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR TO REPLACE THE DEFECTIVE PRODUCTS, AS PROVIDED ABOVE BUT NOTWITHSTANDING ANY OTHER REMEDIES AVAILABLE TO LICENSEE IN FEDERAL LAW, ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS AGAINST QSM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR RELATING TO ANY PRODUCT, WHETHER MADE OR SUFFERED BY LICENSEE OR ANY OTHER PERSON OR PARTY AND WHETHER BASED IN CONTRACT OR TORT OR OTHERWISE, IN NO EVENT WILL QSM BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, ANY DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOST REVENUE, LOST SAVINGS OR LOSS OF BUSINESS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE OR QSM'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF QSM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE ANY PRODUCT EXCEED THE AMOUNT LICENSEE PAID TO LICENSE THE SOFTWARE.

INDEMNITY BY QSM. The U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.



TAXES.

The contract price includes all applicable Federal, State, and local taxes and duties.

EXPORT OF PRODUCTS. Licensee agrees that Licensee will not, directly or indirectly, export or reexport, or knowingly permit the export or reexport of, the Products, or any technical information about the Products, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar U.S. law or regulation, requires an export license or other U.S. Government approval, unless the appropriate export license or approval has been obtained.

NOTICES. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to QSM shall be addressed to the attention of its Co-Chief Executive Officer, with a copy to its Vice President, Sales, at the address specified in the first paragraph of this Agreement. Notices to Customer shall be addressed to the individual named on the applicable Purchase Order at the address specified on such Purchase Order.

MISCELLANEOUS. In the event of the partial or complete invalidity of any clause of this Agreement, such clause will be deemed to be restated to reflect, as nearly as possible under applicable law, the original intentions of the parties, and the remainder of this Agreement will continue in full force and effect. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein will remain in full force and effect. This Agreement constitutes the entire agreement and understanding between us and supersedes any proposal, prior agreement, or any other communication between us, oral or written, relating to the subject matter of this Agreement. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. This Agreement will be governed by Federal law. Licensor may not assign or transfer this Agreement without approval from a duly warranted government Contracting Officer

ELECTRONIC COMMUNICATION. The parties hereto agree to receive from the other electronic communications via email or an authorized website. QSM will communicate with Licensee by e-mail or posting notices on the QSM web site. Licensee agree that all agreements, notices, disclosures and other communications that QSM provides to Licensee electronically satisfy any legal requirement that such communications be in writing.

U.S. GOVERNMENT USE. The Products, including related commercial software and technology installed on the hardware of, and/or documentation and technical data, delivered to the United States (“U.S.”) Federal government end users, is "commercial computer software" and “commercial technical data” pursuant to the applicable Federal Acquisition Regulation (“FAR”) and agency supplemental regulations, including the Defense of Defense FAR Supplement (“DFARS”). Where the Products are being delivered to the U.S. Government under a U.S. Government contract or subcontract, use, reproduction and disclosure of the Products by the U.S. Government will be subject to this Agreement. The customary commercial license contained in this Agreement is provided in accordance with FAR § 12.211 (Technical Data) and FAR § 12.212 (Software) and, for Department of Defense transactions, DFARS § 227.7102-1 (Technical Data), DFARS § 252.227-7015 (Technical Data – Commercial Items) and DFARS § 227.7202.3 (Rights in Commercial Computer Software or Computer Software Related Materials). The parties agree to adhere to all applicable federal laws, regulations regarding the transference of additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For purposes of the FAR, the Products will be deemed to be “unpublished” and licensed with disclosure prohibitions.

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. Quantitative Software Management, Inc., Single and Multi-user License Agreement as follows below 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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is (800) 424-6755, and is available from 9am (EST) to 5pm (EST).

5. SOFTWARE MAINTENANCE

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

 X 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% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32)

- 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)

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 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

Not available under the scope of this contract.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES (SPECIAL ITEM NUMBER 132-50)**

1. SCOPE.

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.

2. ORDERS.

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses, in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY.

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

4. CANCELLATION AND RESCHEDULING.

- a. The Ordering Activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date if a student will be unable to attend. The Contractor will then permit the Ordering Activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Ordering Activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the Ordering Activity fails to cancel or reschedule a training course within the time frame specified in paragraph 4a, above, the Ordering Activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Ordering Activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

- c. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, the Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT.

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING.

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement, or the Ordering Activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT.

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324).

8. FORMAT AND CONTENT OF TRAINING.

- a. The Contractor shall provide written materials (e.g., manuals, handbooks, texts) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. the Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class, if applicable).

- e. Travel Costs. For those courses conducted at the Ordering Activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (i.e., per diem charges), are governed by Public Law 99-234 and FAR Part 31.205-46, and are reimbursable by the Ordering Activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA City Pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING.

None provided.

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

1. SCOPE

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

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

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

3. ORDER

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

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

4. PERFORMANCE OF SERVICES

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

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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.

- 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.

GSA Price List

**1. Term Software License Price (SIN 132-32)
SLIM-Estimate®, SLIM-Control®, or SLIM-Metrics® Annual License**

	Number of Seats	Single Product Price
Single Site	1	\$ 8,531.00

SLIM-Estimate ® gives you the power to make realistic, data-driven cost and schedule estimates.

SLIM-Control ® gives you the power to assess projects at a glance.

SLIM-Metrics ® gives you the power to benchmark your organization against the industry's top performers.

2. Training Courses Prices (SIN 132-50)

Class	Course Length	Fee per Class
Using Estimation to Better Manage Software Sustainment in a DevOps Environment	1 Day	\$9,168.77
Emerging Technologies	2 Day	\$22,921.91

Using Estimation to Better Manage Software Sustainment in a DevOps Environment

This 1-day workshop provides a basic understanding of sustainment/maintenance cost considerations for DoD estimators. Topics will cover relevant work-breakdown structure categories and analogous data sources that should support estimation. An example of using the SLIM parametric modeling approach for estimating sustainment costs will also be covered during this workshop.

Emerging Technologies

This 2-day workshop provides basic understanding of how to apply QSM estimating approaches to emerging technologies and diverse project solutions such as agile, COTS/GOTS implementation, service oriented architecture (SOA), major code-refactoring, defect management and sustainment considerations. For each emerging technology/method, the workshop will discuss what is truly unique vs. simply differences in terminology and provide an understanding of how those changes translate to an effective estimation approach.

3. Information Technology Professional Services (SIN 132-51)

Professional Services Labor Category Descriptions

For all labor categories below, a graduate degree may be substituted for five (5) years of experience and a formal certification relevant to system and software management practices (e.g. PMP, CMS, Six Sigma Black Belt) may be substituted for two (2) years experience.

Job Title: Principal

Minimum/General Experience: Twenty (20) years' experience

Functional Responsibility: Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, expert witness support, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing / service level agreements and custom education and training. Solving problems involving high visibility system and software projects.

Minimum Education: Bachelor's Degree

Job Title: Consultant II

Minimum/General Experience: Fifteen (15) years' experience

Functional Responsibility: Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, expert witness support, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing / service level agreements and custom education and training. Solving problems involving high visibility system and software projects.

Minimum Education: Bachelor's Degree.

Job Title: Consultant I

Minimum/General Experience: Ten (10) years' experience



Functional Responsibility: Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing / service level agreements and custom education and training.

Minimum Education: Bachelor's Degree.

Job Title: Analyst II

Minimum /General Experience: Five (5) years' experience

Functional Responsibility: Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing / service level agreements and custom education and training.

Minimum Education: Bachelor's Degree.

Job Title: Analyst I

Minimum/General Experience: 0 years' experience

Functional Responsibility: Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing / service level agreements and custom education and training.

Minimum Education: Two years college



GSA Prices (SIN 132-51) ^{Note 1}
Hourly Labor Rates w/IFF

Labor Category/Condition ^{Note 2}	3/24/2017 to 3/23/2018	3/24/2018 to 3/23/2019	3/24/2019 to 3/23/2020	3/24/2020 to 3/23/2021	3/24/2021 to 3/23/2022
Principal w/o Tool License	\$261.37	\$265.29	\$269.27	\$273.31	\$277.40
Principal w/ Tool License	\$249.38	\$253.12	\$256.92	\$260.77	\$264.68
Consultant II w/o Tool License	\$204.43	\$207.50	\$210.61	\$213.77	\$216.98
Consultant II w/ Tool License	\$190.81	\$193.68	\$196.58	\$199.53	\$202.52
Consultant I w/o Tool License	\$161.91	\$164.34	\$166.80	\$169.31	\$171.85
Consultant I w/ Tool License	\$148.29	\$150.51	\$152.77	\$155.06	\$157.39
Analyst II w/o Tool License	\$139.77	\$141.86	\$143.99	\$146.15	\$148.34
Analyst II w/ Tool License	\$122.60	\$124.44	\$126.31	\$128.20	\$130.12
Analyst I w/o Tool License	\$103.81	\$105.37	\$106.95	\$108.55	\$110.18
Analyst I w/ Tool License	\$98.87	\$100.35	\$101.86	\$103.38	\$104.94

Note 1: Consultants' use of QSM software (SLIM-Estimate[®], SLIM-Control[®], SLIM-MasterPlanner[®], SLIM-DataManager[®], and SLIM-Metrics[®]) for the duration of the project is included in the above fees.

Note 2: Category price (hourly rate) is determined by whether or not a concurrent SLIM[®] tool license (SIN# 132-32) has been purchased.