



## **GSA IT70 Contract Terms and Conditions**

# **Federal Supply Service**

## **Authorized Federal Supply Schedule Price List**

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

<http://www.GSAAdvantage.gov>.

## **GSA Schedule IT70**

# **General Purpose Commercial Information Technology Equipment, Software and Services**

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

SIN: Automated Contact Center Solutions (ACCS)

## **Contract Number: 47QTCA19D00JC**

**Period Covered by Contract: 8/20/2019 – 8/19/2024**

### **Zeiders Enterprises. Inc.**

2750 Killarney Drive, Suite 100  
Woodbridge, VA 22192  
703-496-9000, (fax) 703-580-6339  
[www.zeiders.com](http://www.zeiders.com)

Contract Administration: Elizabeth Isajewicz, Sr. Financial Manager: [eisajewicz@zeiders.com](mailto:eisajewicz@zeiders.com)  
Dorian T. Anderson, Director, Corporate Development: [danderson@zeiders.com](mailto:danderson@zeiders.com)

Business size: Large Business

Original Date: 8/20/2019  
Revision Date: No revision

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

SIN 132-20: Automated Contact Center Solutions (ACCS); see 1b for GSA awarded prices and 1c for labor category descriptions

**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.**

Labor Category	Gov't Site Year 1	Zeiders Site Year 1	Gov't Site Year 2	Zeiders Site Year 2	Gov't Site Year 3	Zeiders Site Year 3	Gov't Site Year 4	Zeiders Site Year 4	Gov't Site Year 5	Zeiders Site Year 5
Program Manager	\$127.00	\$139.63	\$130.18	\$143.12	\$133.43	\$146.70	\$136.77	\$150.37	\$140.19	\$154.13
Deputy Program Manager	\$79.86	\$87.80	\$81.86	\$89.99	\$83.90	\$92.24	\$86.00	\$94.55	\$88.15	\$96.91
Program Operations Support Lead	\$79.86	\$87.80	\$81.86	\$89.99	\$83.90	\$92.24	\$86.00	\$94.55	\$88.15	\$96.91
Operations Supervisor	\$60.91	\$66.98	\$62.43	\$68.66	\$63.99	\$70.37	\$65.59	\$72.13	\$67.23	\$73.94
Customer Service 2	\$51.86	\$57.03	\$53.16	\$58.45	\$54.48	\$59.91	\$55.85	\$61.41	\$57.24	\$62.95
Customer Service 1	\$44.26	\$48.67	\$45.37	\$49.89	\$46.50	\$51.13	\$47.67	\$52.41	\$48.86	\$53.72
Outreach & Support Analyst	\$44.26	\$48.67	\$45.37	\$49.89	\$46.50	\$51.13	\$47.67	\$52.41	\$48.86	\$53.72
Information Security/IA Lead	\$79.86	\$87.80	\$81.86	\$89.99	\$83.90	\$92.24	\$86.00	\$94.55	\$88.15	\$96.91
Business Manager	\$79.86	\$87.80	\$81.86	\$89.99	\$83.90	\$92.24	\$86.00	\$94.55	\$88.15	\$96.91
QA Manager	\$79.86	\$87.80	\$81.86	\$89.99	\$83.90	\$92.24	\$86.00	\$94.55	\$88.15	\$96.91
QA Analyst	\$60.91	\$66.98	\$62.43	\$68.66	\$63.99	\$70.37	\$65.59	\$72.13	\$67.23	\$73.94
Reporting Manager	\$79.86	\$87.80	\$81.86	\$89.99	\$83.90	\$92.24	\$86.00	\$94.55	\$88.15	\$96.91
Reporting Analyst	\$60.91	\$66.98	\$62.43	\$68.66	\$63.99	\$70.37	\$65.59	\$72.13	\$67.23	\$73.94
Documentation Tech Editor	\$44.26	\$48.67	\$45.37	\$49.89	\$46.50	\$51.13	\$47.67	\$52.41	\$48.86	\$53.72
Workforce Management Analyst	\$69.99	\$76.96	\$71.74	\$78.89	\$73.54	\$80.86	\$75.38	\$82.88	\$77.26	\$84.95

Prices include the GSA Industrial Funding Fee (IFF)

**1c. Description of all job titles, experience, functional responsibility and education for those employees who will perform services under this contract.**

**Allowable Substitutions of Education and Experience:**

*The minimum education and experience requirements will be met when the educational equivalencies in the tables below are considered. Additional educational achievements in excess of requirements can be substituted for experience requirements, as follows:*

Required Education Level for a Position	Actual Education Possessed by a Candidate Being Considered for a Position	Additional Years of Experience Credited to the Candidate Because the Candidate Has Achieved a Higher Education Level than Is Required
Masters	PhD	3
Bachelors	PhD	5
Bachelors	Masters	2
Associates	Bachelors	2

*Additional experience in excess of requirements can be substituted for educational requirements, as follows:*

Actual Education Level Possessed by Candidate	Required Education for a Candidate to be Eligible for a Position	Additional Years of Experience Needed by Candidate to Qualify because They Lack Required Educational Levels
HS/GED	Bachelors	4
HS/GED	Masters	6
Bachelors	Masters	2

IT 70 LCAT Title	Position Description	Quals
Program Manager	In support of the Contact Center Operations, leads the development and execution of end-to-end operational strategies and plans that enhance the client and consumer experience; meets and exceeds compliance requirements. Responsible for managing very complex and/or high-risk programs. Directs daily staff and task activities to meet client and corporate work objectives. Supervises assigned technical and administrative staff, including subordinate managers. Assures quality of task products, services, and deliverables, including participating in reviews, audits, and site visits. Serves as a liaison with clients to coordinate activities, negotiate tasks, and solve problems. Responsible for coordinating and monitoring subcontractor activities.	Masters + 5 Yrs Experience

<b>IT 70 LCAT Title</b>	<b>Position Description</b>	<b>Quals</b>
Deputy Program Manager	Responsible for the daily operations of the Contact Center to ensure performance metrics and contract requirements are met. Maintain updated knowledge of the Contact Center performance requirements as well as corporate and project policies. Monitor performance goals and objectives for the Contact Center staff and complete regular reports. Implement coaching and development and monitor performance of Contact Center supervisors to ensure standard goals are met. Deliver corrective action and coaching as necessary.	Masters + 5 Yrs Experience
Program Operations Support Lead	In support of Contact Center Operations, provides administrative support in a variety of functions to a department head, team, department or another group in an organization. Collects, reviews, analyzes complex and/or confidential data and prepares reports, charts, budgets, and other presentation materials. Responds to or routes non-routine or confidential inquiries from external or internal sources with correspondence or other messaging. Schedules and coordinates meetings, travel, and other group activities. Has advanced word processing, spreadsheet, and graphics software skills.	Masters + 5 Yrs Experience
Operations Supervisor	In support of Contact Center Operations, provides operational and administrative support in a variety of functions. Collects, reviews, analyzes complex and/or confidential data and prepares reports, charts, budgets, and other presentation materials. Responds to or routes non-routine or confidential inquiries from external or internal sources with correspondence or other messaging. Schedules and coordinates meetings, travel, and other group activities. Has advanced word processing, spreadsheet, and graphics software skills.	Masters + 2 Yrs Experience
Customer Service 2	In support of Contact Center, responds to customer inquiries by telephone or e-mail to provide non-technical problem resolution. Resolves mostly routine and some non-routine, more complex problems and communicates solution or requested information to the customer. Analyze a customer's service needs and refer to other service or technical departments for follow up as needed. Works under moderate supervision.	Bachelors + 2 Yrs Experience
Customer Service 1	In support of Contact Center, respond to customer inquiries by telephone or e-mail to provide non-technical problem resolution. Resolve routine and basic problems and communicates solution or requested information to the	Associates Degree + 2 Yrs Experience

<b>IT 70 LCAT Title</b>	<b>Position Description</b>	<b>Quals</b>
	customer. Analyze a customer's service needs and refer to other service or technical departments for follow up as needed. Works under the close direction of 3 personnel in the functional area.	
Outreach and Support Analyst	In support of Contact Center, provides leadership to Customer Service Representatives (CSR) with the goal of meeting program objectives and Customer Service Level Agreements (CLA). Evaluates employees' job performance and recommends appropriate personnel action.	Associates Degree + 2 Yrs Experience
Information Security/IA Lead	Manage all Contact Center IT activities for a program, project, or function relating to resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services, data/records management, and other computer related services. Implement and maintain the policies and goals for the IT department to support the Contact Center's needs. Ensure proper information system operations and plan necessary upgrades. Manage IT team members and deliver coaching and performance reviews as needed.	Masters + 5 Yrs Experience
Business Manager	In support of Contact Center, responsible for the preparation, coordination, and documentation of financial analysis projects such as financial and expense performance, rate of return, depreciation, working capital, and investments. Provides analysis for forward-looking financial and business-related projects. Prepares forecasts and analysis of trends. Identifies trends and developments in competitive environments and presents findings to 3 management. Creates and analyzes monthly, quarterly, and annual reports and ensures financial information has been recorded accurately. May conduct special financial and business-related studies and cooperates with other departments in the preparation of analyses. Contributes to moderately complex aspects of a project. Work is generally independent and collaborative in nature.	Masters + 5 Yrs Experience
QA Manager	Oversees Contact Center Quality Assurance programs, and establishes standards governing customer interactions and implements monitoring programs. Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures. Develops and defines major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control	Masters + 5 Yrs Experience

<b>IT 70 LCAT Title</b>	<b>Position Description</b>	<b>Quals</b>
	resources. Establishes and maintains a process for evaluating deliverables and associated documentation and or assists in the evaluation.	
QA Analyst	Responsible for completing quality evaluations as part of the Quality Management Plan and analyzing results to drive continuous improvement. Provide support for Contact Center staff, including monitoring and evaluating customer interactions for quality and tracking issues in the quality monitoring systems or tools. Provide feedback to improve performance and develop training programs.	Masters + 2 Yrs Experience
Reporting Manager	In support of Contact Center, responsible for designing, creating, analyzing, building, and distributing reports based on data collected in order to provide information regarding project performance and compliance. Tests and validates models and results. Prepares reports that outline and rank proposed solutions and present a range of possible alternatives. Performs complex data analysis, results interpretation and report preparation in support of ad-hoc and standing customer requests as it relates to Contact Center reporting.	Masters + 5 Yrs Experience
Reporting Analyst	In support of Contact Center, responsible for designing, creating, analyzing, building, and distributing reports based on data collected in order to provide information regarding project performance and compliance. Tests and validates models and results. Prepares reports that outline and rank proposed solutions and present a range of possible alternatives. Performs data analysis, results interpretation and report preparation in support of ad-hoc and standing customer requests as it relates to Contact Center reporting.	Masters + 2 Yrs Experience
Documentation Tech Editor	In support of Contact Center, plays a critical role in supporting quality assurance and usability testing. Provides comprehensive editing, copyediting, and proofreading of all material that is produced for the users, the public, or other designated audience.	Associates Degree + 2 Yrs Experience
Workforce Management Analyst	In support of Contact Center, responsible for the overall management of Human Capital support functions to ensure high quality and effective Human Capital operations and administration. Evaluates organizational structures in relation to designed organizational strategies and mission requirements and recommends organizational structures to bring those elements into alignment. Manages Human Capital staff assigned to Contact Center, including	Bachelors + 3 Yrs Experience

IT 70 LCAT Title	Position Description	Quals
	performance development and review. Tasks may include: Uses skill inventories and other means to identify current organizational requirements. Recommends communication strategies and methods for adapting structures. Makes recommendations on appropriate mission/function statements. Makes recommendations on new positions in line with the recommended or revised structure.	

- 2. Maximum order:** \$500,000
- 3. Minimum order:** \$100.00
- 4. Geographic coverage (delivery area):** CONUS and OCONUS
- 5. Point(s) of production (city, county, and State or foreign country):** Same as company address
- 6. Discount from list prices or statement of net price:** Government net prices (discount for government users of this schedule already deducted)
- 7. Quantity discounts:** 1% discount for volume orders greater than \$1M. 1.5% discount for volume orders greater than \$1.5M.
- 8. Prompt payment terms:** 0.5% discount if paid within 10 days of submission of invoice from Zeiders. Net 30 days is standard Federal terms.
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold:**  
Yes
- 9b. Government purchase cards are accepted or not accepted above the micro-purchase threshold:** Contact Zeiders
- 10. Foreign items:** None
- 11a. Time of delivery:** As specified in task order.
- 11b. Expedited Delivery:** Contact Zeiders
- 11c. Overnight and 2-day delivery:** Contact Zeiders
- 11d. Urgent Requirements:** Contact Zeiders
- 12. F.O.B. point(s):** Destination
- 13a. Ordering address(es):** Zeiders Enterprises, Inc.  
2750 Killarney Drive, Suite 100  
Woodbridge, VA 22192  
Attn: Elizabeth Isajewicz Sr. Financial Manager  
Phone: 703-496-9000, Fax: 703-580-6339  
Email: [eisajewicz@zeiders.com](mailto:eisajewicz@zeiders.com)

**13b. Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3. A sample BPA can be found at the GSA/FSS Schedule homepage [www.fss.gsa.gov/schedules](http://www.fss.gsa.gov/schedules).

**14. Payment address(es):** Zeiders Enterprises, Inc.  
2750 Killarney Drive, Suite 100  
Woodbridge, VA 22192  
Attn: Accounting  
Phone: 703-496-9000, Fax: 703-580-6339  
Email: [accounting@zeiders.com](mailto:accounting@zeiders.com)

**15. Warranty provision:** Zeiders warrants and implies that the services rendered under the contract are merchantable and fit for the particular purpose described in the contract

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

**17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** Contact Zeiders

**18. Terms and conditions of rental, maintenance, and repair (if applicable):** N/A

**19. Terms and conditions of installation (if applicable):** N/A

**20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A

**20a. Terms and conditions for any other services (if applicable):** N/A

**21. List of service and distribution points (if applicable):** N/A

**22. List of participating dealers (if applicable):** N/A

**23. Preventive maintenance (if applicable):** N/A

**24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** N/A

**24b. Section 508 Compliance:** The section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services at [www.Section508.gov/](http://www.Section508.gov/). Contact Zeiders for details on 508 compliance information with regard to products and services

**25. Data Universal Number System (DUNS) number:** 130440118

**26. Notification regarding registration in System for Award Management (SAM) database:**  
Registered



## **TERMS AND CONDITIONS APPLICABLE TO AUTOMATED CONTACT CENTER SOLUTIONS (ACCS) (SPECIAL ITEM NUMBER 132-20)**

\*\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support Automated Contact Center Solutions, and cannot be purchased separately.

### **1. SCOPE**

The intended scope of this SIN is to offer ACCS. ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to:

Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.)

#### **NOTE:**

The anticipated Place of Performance required to meet the Government need shall be defined at the task order level, and contractors should anticipate contractor-site and Government-site requirements.

Ancillary supplies and/or services shall neither be the primary purpose nor the preponderance of the work ordered, but is an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of IT supplies and/or services purchased under the ACCS SIN.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the Federal Government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT DOES NOT APPLY TO THIS SIN, except if a TDR-covered SIN(s) is proposed as part of a vendor's total offering to GSA (e.g. 132-8, 132-32, 132-33, 132-34, 132-54, 132-55). If both TDR and Non-TDR SINs are offered, the entire contract may be subject to TDR if so elected by the vendor. As such, the Price Reduction clause (PRC) and Commercial Sales Practice (CSP) requirements shall be removed from the terms and conditions of the entire contract. If Non- TDR SIN(s) are offered only, then the offering shall be subject to the PRC and CSP.

## **2. ORDER**

Agencies may use written orders, Electronic Data Interchange (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. 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.

## **3. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- b. The Contractor agrees to render services 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 Automated Contact Center Solutions 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. All travel will be agreed upon with the client prior to the Contractor's travel.

## **4. INSPECTION OF SERVICES**

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **5. 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 Rights in Data – General, may apply. The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

## **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to the ordering activity's security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Automated Contact Center Solutions.

## **7. INDEPENDENT CONTRACTOR**

All Automated Contact Center Solutions 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.

## **8. 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.

## **9. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for Automated Contact Center Solutions. 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.

## **10. RESUMES**

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

## **11. 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.

## **12. COMMERCIAL SUPPLIER AGREEMENTS**

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

## **13. TRANSITION OF CONTACT CENTER SERVICES**

The time period required to transition from an ordering activity's existing contact center solution and requirements to new requirements (as defined in the task order) will be determined on a case-by-case basis, and shall be stated in individual task orders. Transition shall begin at Notice-To-Proceed and continue for a period as specified in the task order. During the transition period, the Contractor shall work with the Government to develop a sound project implementation plan and to perform all preparatory work to establish one or more fully functional multi-channel contact centers in support of the task. The Government will transfer business and procedural data, including appropriate training material, to the Contractor, and work with the Contractor to establish appropriate system feeds. The transition period will provide the Contractor with the opportunity to prepare and staff its contact center; develop the support of the knowledge base and scripts for automated response in support of the project; establish a fully functional contact center to handle the expected work volume; and complete all transition related activities to migrate the service to the new center. Government personnel will closely monitor the Contractor's effort to ensure a successful launch. Based on the Contractor's ability and expert advice on transitioning the work volume, the Government reserves the right to coordinate with the Contractor to achieve a staffing plan that minimizes disruption of the existing services and seamlessly transitions the customer base and work volumes to the new center.