

**GENERAL SERVICES ADMINISTRATION
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 for GSA Advantage! is: <http://www.gsaadvantage.gov>

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT
MULTIPLE AWARD SCHEDULE (MAS)
LARGE CATEGORY F: INFORMATION TECHNOLOGY**

CONTRACT NUMBER:
GS-35F-191BA

PERIOD COVERED BY CONTRACT:
February 2, 2019 through February 2, 2024

**Tutor.com, Inc.
110 E 42nd St, Floor 7
New York, NY 10017-8540
Phone: 212-528-3101
Fax: 646-532-4419
www.tutor.com**

Contractor's Administration Source: swhite@tutor.com

General Services Administration
IT Acquisition Division

Modification #**PS-A812**, dated **05/07/20**
Business Size: **Large**
DUNS: **075334149**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

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**GSA AWARDED TERMS AND CONDITIONS
TUTOR.COM, INC.**

- 1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**
SIN 54151ECOM: Electronic Commerce and Subscription Services
SIN OLM: Order-Level Materials (OLM)
- 1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN**: See attached Pricelist
- 1c. **HOURLY RATES (Services Only)**: N/A
2. **MAXIMUM ORDER***:
SIN 54151ECOM: \$500,000

*If the “best value” selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404
3. **MINIMUM ORDER**: \$100
4. **GEOGRAPHIC COVERAGE**: Worldwide
5. **POINT(S) OF PRODUCTION**:
Tutor.com, Inc.
110 E 42nd St, Floor 7
New York, NY 10017-8540
6. **DISCOUNT FROM LIST PRICES**: Net GSA pricing is listed in the attached Pricelist
7. **QUANTITY DISCOUNT(S)**: None
8. **PROMPT PAYMENT TERMS**: 1.5/10, net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- 9a. Government purchase cards *are accepted* at or below the micro-purchase threshold
- 9b. Government purchase cards *are not accepted* above the micro-purchase threshold
10. **FOREIGN ITEMS**: None
- 11a. **TIME OF DELIVERY**: To be negotiated at the task order level
- 11b. **EXPEDITED DELIVERY**: To be negotiated at the task order level
- 11c. **OVERNIGHT AND 2-DAY DELIVERY**: To be negotiated at the task order level
- 11d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery
12. **FOB POINT**: Destination
- 13a. **ORDERING ADDRESS**:
Tutor.com, Inc.
110 E 42nd St, Floor 7
New York, NY 10017-8540
Phone: 212-528-3101

- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. **PAYMENT ADDRESS:**
Tutor.com, Inc.
PO Box 70403
Philadelphia, PA 19176-0403
15. **WARRANTY PROVISION:** Refer to Tutor.com, Inc.'s "Terms of Use"
16. **EXPORT PACKING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
Accepted at and below the micro-purchase threshold
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 AVAILABLE):** 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 for EIT:** Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services on this contract at <http://www.tutor.com>

The EIT standards can be found at: www.Section508.gov/.
25. **DUNS NUMBER:** 075334149
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active in SAM, CAGE Code 3DLT1

**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND
SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)**

1 SCOPE

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2 ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5. INTEROPERABILITY

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user’s service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15. ELECTRONIC COMMERCE SERVICE PLAN

- a. Describe the electronic service plan and eligibility requirements.

- b. Describe charges, if any, for additional usage guidelines.

- c. Describe corporate volume discounts and eligibility requirements, if any.

TUTOR.COM AWARDED PRICELIST

SIN	Manufacturer Name	MFR Part No	Product Name	Product Description	UOI	Awarded GSA Net Price	Warranty	COO
54151ECOM	Tutor.com	GSA-LHH-C-1	Live Homework Help® Online Academic Support Program	Live Homework Help® Online Academic Support Program - includes Extended Support Services	Per Session	\$14.93	Terms of Use	US