



Special Item No. 132-51
Category Code S: Information
Technology Professional Services

This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Contract No: GS-35F-0259X

February 28, 2011 through February 29, 2016

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

Special Item No. 132-51 Information Technology Professional Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

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

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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20068 Forest Farm Ln
Ashburn, VA 20147
Tel: 877-553-3873, 703-624-4703 Fax: 703-563-2700

Internet Address/Web Site: <http://www.dfusetech.com>

Contract Number: GS-35F-0259X

Period Covered by Contract: Feb 28, 2011 - Feb 29, 2016

General Services Administration
Federal Supply Service

Pricelist current through Modification #0010.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information:

Contractor s Ordering Address:

20068 Forest Farm Ln Ashburn, VA 20147

Contractor s Service Area: All Government locations within the scope of the contract.

Contractor s Payment Address:

20068 Forest Farm Ln
Ashburn, VA 20147

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

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

703-624-4703

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

3. LIABILITY FOR INJURY OR DAMAGE

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

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 825437689___

Block 30: Type of Contractor - A. Small Disadvantaged Business

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No ****Yes or No****

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1927446

4a. CAGE Code: 528V0

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
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<u>132-51</u>	<u>As negotiated w/the Using Agency</u>
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b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry

within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: 1/2% 20 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity

- c. Dollar Volume
- d. Government Educational Institutions
- e. Other

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing:

10. Small Requirements: The minimum dollar value of orders to be issued is \$ 100.00

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology (IT) Professional Services

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.

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

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

FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal

Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.**
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.**
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.**
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.**
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.**
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.**
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.**
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.**

- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

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

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to

the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all

subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SIN 132-51)

SCOPE

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

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

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/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

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

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

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

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases

of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

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

Minimum Education: Bachelor's Degree in Computer Science

DESCRIPTION OF IT SERVICES AND PRICING

- a. The Contractor shall furnish necessary to provide Information Technology Services which include systems and software analysis and development; document analysis; development of systems design documents; computer programming; computer center operations; configuration management; software maintenance; testing and troubleshooting; computer security; technical writing; training; data entry; network administration; network maintenance; etc. The contractor shall provide the required services as per the labor category described below.
- b. Pricing for all IT Services shall be in accordance with the pricing Table below (IT Schedule Price-List).

1. Labor Category: Data Architect

Functional Responsibilities: Provides technical leadership for the design and development of complex databases. Maintains knowledge of current databases and database development activities. Performs high-level data analysis and formulates an effective technical strategy for accomplishing objectives that will increase overall performance and database efficiency. Develops complete specifications for proposed database enhancements/upgrades. Interacts closely with the systems integration team. Reviews work products for correctness, adherence to design concepts, satisfaction of user requirements, and compliance with schedules. Coordinates with contractor and Government management and technical specialists to ensure problems are resolved and users are satisfied. Ensures work complies with applicable standards and follows quality control procedures. Delivers presentations about systems architecture changes for peers, subordinates, and Government representatives. Supervises lower level personnel and applies strong oral and written communications skills.

Education and Experience: Bachelor s Degree in Computer Science, Information Systems, or related technical field, and 7 years of experience in Engineering, System Analysis, and Programming. The Bachelor s Degree is equivalent to 4 years of experience in the Information Technology field.

2. Labor Category: Technical Architect

Functional Responsibilities: Enterprise Architecture Strategy Development and Tactical Planning, Information Management. Conduct Business Process Improvement Evaluation, Perform Requirements Analysis, Develop EA Implementation Plan. Applies information management techniques and practices in support of business process improvement and business process modernization projects. Applies reverse engineering and reengineering disciplines to develop activity and data modeling, transaction flow analysis to document existing processes. Develops and applies organization-wide information models for use in assisting the design of integrated, shared software and database management systems. Participates in the construct of sound, logical business improvement opportunities consistent with corporate information management guiding principles, cost savings, and open system architecture objectives. Analyzes functional business applications and design specifications for functional activities for the object/entity types that will be required in the Platinum data repository schema.

Education and Experience: Master s Degree in Information Systems Management, Business Administration, Engineering, or related technical field, and 12 to 15 years of experience in the Information Technology, BPR or relevant experience.

3. Labor Category: Senior Software Engineer

Functional Responsibilities: Provides technical leadership in software engineering work activities at the program, project levels. Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques, and Computer Aided Software Engineering (CASE) tools. Interprets software requirements and design specifications to code, and integrates and tests software components. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

Education and Experience: Bachelor s Degree in Computer Science, Information Systems, Engineering, Business, or related field, and 10 years of experience in software design and development, utilizing state of the art methodologies and CASE tools. The Bachelor s Degree is equivalent to 4 years of experience in the Information Technology field.

4. Labor Category: Application Developer Level 1

Functional Responsibility: Applies expertise in various programming languages to complex problems. Recommends design/redesign of programs, and investigates and analyzes feasibility and program requirements. Plans full range of programming activities to produce interrelated capabilities from numerous, diverse data elements normally from different sources. Solves difficult programming problems. Tests, documents and writes operating instructions for all programming products produced.

Education and Experience: Baccalaureate degree in an associated discipline and 3 or more years system development/ implementation experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities.

5. Labor Category: Application Developer Level 2

Functional Responsibility: Applies expertise in various programming languages to complex problems. Recommends design/redesign of programs, and investigates and analyzes feasibility and program requirements. Plans full range of programming activities to produce interrelated capabilities from numerous, diverse data elements normally from different sources. Solves difficult programming problems. Tests, documents and writes operating instructions for all programming products produced. Provides technical leadership and supervision of task groups.

Education and Experience: Baccalaureate degree in an associated discipline and 5 or more years system development/ implementation experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities.

6. Labor Category: Application Developer Level 3

Functional Responsibility: Applies expertise in various programming languages to complex problems. Recommends design/redesign of programs, and investigates and analyzes feasibility and program requirements. Plans full range of programming activities to produce interrelated capabilities from numerous, diverse data elements normally from different sources. Solves difficult programming problems. Tests, documents and writes operating instructions for all programming products produced. Provides technical leadership and supervision of task groups.

Education and Experience: Baccalaureate degree in an associated discipline and 8 or more years system development/ implementation experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities.

7. Labor Category: Configuration/Change Manager

Functional Responsibilities: Provides configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software.

Education and Experience: Bachelor's Degree in Computer Science, Engineering or related field; Master's is preferred and equivalent to 2 years of experience. Minimum five (5) years of experience in related field.

8. Labor Category: Database Administrator Level 1

Functional Responsibility: General scripting knowledge of exporting and importing data. Works with application developers and architects to design physical data structures to support application requirements. Provide day-to-day development, administration and technical expertise for the deployment, integration and management of various Oracle, MS SQL, and Access databases. Supports logical and physical data modeling and design by ensuring that database definitions conform to naming standards. Communicate effectively any urgent issues with other members of the team, including management and non-database personnel.

Education and Experience: A Bachelor's Degree in Computer Science or Engineering preferred. 2-4 years of experience in Database Management System (DBMS) design and systems analysis, operating systems software internal architecture, high level and data manipulation languages.

9. Labor Category: Database Administrator Level 2

Functional Responsibility: Duties include but are not limited to providing highly technical expertise and guidance in the definition, control integrity, and uniformity of DBMS. Responsible for designing, developing, modifying, and evaluating programs for internal functional areas. Responsible for planning, coordinating, and administration of DBMS, including base definition, structures, documentation, upgrades, long-range requirements, operational guidelines, and protection. Ensures accuracy and completeness of data in master files and various support tools, such as base dictionaries. Establishes and maintains security integrity controls. Formulates and monitors policies, procedures, and standards relating to database management. Responsibilities may include the following: troubleshooting, recovery, tuning of the database, software installation, resolving errors and failures, auditing activities, and resource utilization. Works on problems of diverse scope where analysis of data requires evaluation of identifiable factors. Exercises judgment within generally defined practices and policies in selecting methods and techniques for obtaining solutions.

Education and Experience: MS in Computer Science or Engineering preferred. 4-8 years of progressively more difficult experience in Database Management System (DBMS) design and systems analysis, operating systems software internal architecture, high level and data manipulation languages. Experience may also be in DBMS analysis on significant projects, including experience in designing and building databases.

10. Labor Category: Information Security Specialist Level 1

Functional Responsibilities: Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Designs, develops, engineers, and implements solutions that meet network security requirements. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle.

Education and Experience: Bachelor's Degree in Computer Science, Engineering or related field. Minimum three (3) years of experience in related field.

11. Labor Category: Program Manager

Functional Responsibility: Responsible, with full authority, for management, performance and completion of multiple projects or portfolios of projects such as computer applications, systems development, implementation, facilities management, network operations, and information management studies including strategic, systems, and information architecture. Establishes and monitors master plans and schedules. Oversees the development of design concepts, test and acceptance criteria, and directs integration and installation activities. Establishes and maintains contact with client, business partners, and project team members to ensure conformance to customer requirements. Supervises project managers and task leaders.

Education and Experience: Baccalaureate Degree in an associated discipline and 8 or more years related experience or an equivalent combination of education and training that provides the required skills, knowledge and abilities. At least 5 years must have been in a supervisory capacity.

12. Labor Category: Project Manager

Functional Responsibility: Responsible for management, performance and completion of individual projects such as computer applications, systems development, implementation, facilities management, and network operations. Assists in establishing, and fully monitors master plans and schedules. Assists in the development of design concepts, test and acceptance criteria, and directs integration and installation activities. Establishes and maintains contact with client, business partners, and project team members to ensure conformance to customer requirements.

Education and Experience: Baccalaureate Degree in an associated discipline and 5 or more years related experience or an equivalent combination of education and training that provides the required skills, knowledge and abilities.

13. Labor Category: Systems Analyst Level 1

Functional Responsibility: Provides technical expertise in design, development and support of computer systems. Plan and develop new computer systems or devise ways to apply existing systems' resources to additional operations.

Education and Experience: BS or BA degree in Computer Science is preferred. 2 or more years of general experience in systems analysis or programming is preferred.

14. Labor Category: Systems Analyst Level 2

Functional Responsibility: Provides highly technical expertise in design, development and support of computer systems. Plan and develop new computer systems or devise ways to apply existing systems' resources to additional operations.

Education and Experience: BS or BA degree in Computer Science is preferred. 3-5 years of general experience in systems analysis or programming is preferred.

15. Labor Category: Systems Analyst Level 3

Functional Responsibility: Provides highly technical expertise in design, development and support of computer systems. Plan and develop new computer systems or devise ways to apply existing systems' resources to additional operations.

Education and Experience: BS or BA degree in Computer Science preferred. 5-8 years of general experience in systems analysis or programming is preferred.

16. Labor Category: Tester and QA Analyst

Functional Responsibilities: Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

Education and Experience: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. Must have 4 or more years of experience in computer software development. At least 2 years of software testing experience (integration and acceptance).

17. Labor Category: Subject Matter Expert

Functional Responsibilities: Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. 9

Education and Experience: Bachelor's Degree in Computer Science, Engineering or related field; Master's is preferred and equivalent to 2 years of experience. Minimum ten (10) years of experience in related field.

18. Labor Category: Trainer

Functional Responsibilities: Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Education and Experience: A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. Must have 4 years of experience in information systems development, training, or related fields. At least 2 years of experience in developing and providing IT and end user training on computer hardware and application software.

19. Labor Category: Documentation Analyst

Functional Responsibility: Experienced in program documentation for management information systems. To include: Research, writing, editing materials for related reports, manuals, briefs, proposals, instructional materials, catalogs, technical publications, and/or software and hardware documents. Provides guidance to less experienced/skilled personnel.

Education and Experience: Degree in Management or a technical discipline is preferred. 4 or more years related experience in editing documents and technical writing.

20. Labor Category: Systems Administrator Level 1

Functional Responsibility: Under the direction and supervision of senior systems administrators provides the following functionality. Can provide system backup/recovery, basic software management, security management, and library management, operating computer systems in different operating environments, sizing, performance, tuning, hardware/software trouble shooting and resource allocation.

Education and Experience: BS or BA degree in Computer Science is preferred. Entry-level position with knowledge of computer systems and data communications.

21. Labor Category: Systems Administrator Level 2

Functional Responsibility: System backup/recovery, basic software management, security management, library management, operating computer systems, sizing, performance, tuning, hardware/software troubleshooting, and resource allocation. Individual shall have a thorough knowledge of capabilities of the applicable hardware/software configurations.

Education and Experience: BA or BS in Computer Science, Engineering or other business related is preferred. 2 to 5 years in system administration, one year of which is on the particular system identified in the task order.

22. Labor Category: Systems Administrator Level 3

Functional Responsibility: Provide work direction to lower-level staff. Should have a thorough understanding of capabilities of the client's applicable hardware/software configurations. This includes system backup/recovery, basic software management, security management, and library management, operating computer systems in different operating environments, sizing, performance, tuning, hardware/software trouble shooting and resource allocation.

Education and Experience: BA or BS in Computer Science, Engineering or other business related is preferred. Five to ten years hands-on technical experience with computer systems and data communications.

Approved IT Schedule Price List

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
1. Technical Architect	\$116.13	\$119.96	\$123.92	\$132.23	\$155.75
2. Data Architect	\$111.42	\$115.10	\$118.90	\$122.82	\$155.75
3. Senior Software Engineer	\$144.37	\$149.13	\$154.06	\$159.14	\$155.75
4. Application Developer Level 1					\$90.00
5. Application Developer Level 2					\$110.00
6. Application Developer Level 3					\$140.00
7. Configuration/Change Manager					\$106.36
8. Database Administrator Level 1					\$104.75
9. Database Administrator Level 2					\$135.00
10. Information Security Specialist Level 1					\$155.75
11. Program Manager					\$160.00
12. Project Manager					\$143.00
13. Systems Analyst Level 1					\$65.60
14. Systems Analyst Level 2					\$84.35
15. Systems Analyst Level 3					\$100.00
16. Tester and QA Analyst					\$85.81
17. Subject Matter Expert					\$160.75
18. Trainer					\$92.00
19. Documentation Analyst					\$85.81
20. Systems Administrator Level 1					\$80.00
21. Systems Administrator Level 2					\$125.00
22. Systems Administrator Level 3					\$140.00

Note: Labor category 4 thru 22 added on Year 5

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Sandeep Suri, Tel: 703-624-4703, Email: sonny.suri@dfusetech.com, Fax: 703-563-2700