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

SOLICITATION NO: 47QSMD20R0001

SPECIAL ITEM NUMBER: 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

SIN 54151S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FPDS Code D302 - IT Systems Development Services
FPDS Code D307 - AIS Design & Integration Services
FPDS Code D311 - IT Data Conversion Services
FPDS Code D301 - IT Facility Operation and Maintenance
FPDS Code D399 – Other IT Services, Not Elsewhere Classified Services, or Other Information 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.

BABATEK INC D/B/A IMPETUS
137 Kreischer St Staten Island, New York 10309
PHONE : 732-609-1836
FAX : 732-875-0462
WWW.IMPETUSUSA.COM
EMAIL ID – BINDU@IMPETUSUSA.COM / HR@IMPETUSUSA.COM

GSA Contract Number: 47QSMD20R0001

Contract Period: 12/30/2020 to 12/29/2025
General Services Administration
Federal Acquisition Service

Pricelist current through Modification #, _______ dated___________
For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

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

Business Size: Small, Women and Minority Owned Business
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Babatek Inc d/b/a Impetus Company Overview</td>
<td>Pg 4</td>
</tr>
<tr>
<td>Information for Ordering Activities</td>
<td>Pg 8</td>
</tr>
<tr>
<td>Customer Information / Terms and conditions applicable to Information Technology (IT) professional services</td>
<td>Pg 8</td>
</tr>
<tr>
<td>Babatek Inc d/b/a Impetus Labor Category Description</td>
<td>Pg 19</td>
</tr>
<tr>
<td>Babatek Inc d/b/a Impetus Labor Category Prices</td>
<td>Pg 25</td>
</tr>
<tr>
<td>USA Commitment to Promote Small Business Participation Procurement Programs</td>
<td>Pg 26</td>
</tr>
<tr>
<td>Basic Guidelines for Using “Contractor Team Arrangements”</td>
<td>Pg 29</td>
</tr>
</tbody>
</table>
BABATEK INC D/B/A IMPETUS
ORGANIZATIONAL PROFILE / CAPABILITY STATEMENT

BABATEK INC D/B/A IMPETUS (“IMPETUS”) is a Women & Minority Owned, S Corporation, New York City Certified MWBE, State of New Jersey Certified MWBE and Information Technology business enterprise with 18+ years of experience in delivering Systems Integration, Application Development, Providing custom computer programming services, Computer Systems Integration design services and IT Staffing Consulting, Software Development, IT Projects services, and IT trainings to the public sector, state / local government and private sectors across the US. We provide strategic consulting technology services and managed services to commercial, Public Sector and Government organizations. Our Consulting model can mobilize the right people, skills and technologies to help organizations improve their performance. Impetus is committed to excellence and creating innovative and flexible solutions for our State, City and Federal clients and commercial clients.

IMPETUS CORE CAPABILITIES

SIZE OF WORKFORCE

With several years of experience, and with over 50+ employees and contractors, our staff has the capabilities and expertise to take our direct customer’s business to the next level. At IMPETUS, we combine our insights and skills to transform our customers’ processes and strategies. We’re proud to help shape and improve how our clients’ structure and manage their business. IMPETUS Management team has worked with Government agencies directly and indirectly since its incorporation in Dec 2002. Impetus’ Management team has an extensive in-depth government experience that provides us unique insights on the types of candidates who are qualified and Possess the skills to succeed on government IT projects.
IMPETUS is currently made up of Seven skilled Subject Matter Experts (SME) who possess top industry training and certifications and spend their day, every day, focused on customer service and system implementations. Our IT consultants (W2 and Contractors) are working majorly for government clients through sub-contracting. We also employ deep domain expertise in agile custom application development best practices to help our customer achieve process efficiencies, lower handle time, and overall customer satisfaction. Our practices cover the full spectrum of business and technological activities and approaches needed to create, maintain and evolve knowledge bases as effective, high-value resources to the organization. All of IMPETUS’ services are led by practice leads with over 15 years’ experience designing business process delivery systems for support, in many governments and municipalities, and can be tailored to meet the scope, strategy and requirements of our customers.

IMPETUS IT RESOURCES:

Senior IT Specialist: IMPETUS’ Senior IT Specialists examine and analyze what organizations are doing to stay relevant and competitive in this fast-paced Information Technology world, and which technologies are doing it best. Our Senior IT Specialists then strategize using smart tools and system resources in order to understand the implications of every choice our clients can make. This category includes a wide range of IT Consultants such as Developers, Architects, Software and Hardware Network Specialists, Applications Specialists, Quality Specialists etc.

Senior Project Manager: IMPETUS’ Senior Project Managers, Product Managers have the overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling and closure of our customer's project.

Technical Expert: IMPETUS Technical Architects (include a wide range of Technical/Technology Leads and Administrators) who cater to their individual roles and responsibilities effectively by providing excellent development, maintenance and administrations and support in their respective area of IT expertise. They Understand business and technology needs. They aid in developing, Designing, analyzing, and implementing efficient IT systems. They keep abreast of technological developments and applications.

Application Developer: IMPETUS application programmers are responsible for designing, developing and testing program logic, coding programs, program documentation
and preparation of programs for computer system/application operations. This also includes Quality Assurance Specialists who are responsible for conducting quality testing sessions to identify possible technical problems, eliminating software quality issues before implementation, and creating specialized reports regarding software bugs/issues.

**Software Architect:** IMPETUS Software Architects (include a wide range of Enterprise Architects / Subject Matter Experts (SMEs), and Database / Web Administrators are responsible for design and provide the solutions to business requirement of the customers. Their design document is the base for review of the application engineers, business analysts and database administrators to follow for the further development work. Software Architects design and develop software systems and applications. They may create software tailored to a clients’ specific needs or create products geared for consumers, such as games or desktop applications. They act as high-level decision makers in the process, determining everything from design choices to technical standards, such as platforms and coding standards.

**Business Consultant:** IMPETUS Business Consultants help evaluate our customer's procedures and systems in order to develop insights into how to make changes to assist the business in operating more efficiently. They Analyze businesses, creates solutions to problems, and helps businesses develop efficient plans for meeting their goals. Analyze business practices and recommend improvements. They Contribute during all phases of the development cycle (analysis, design, implementation, testing, deployment, and postproduction support).

**Program Director:** Impetus Program Directors are responsible for designing, coordinating and improving the internal and external IT programs and successful closure of our IT projects.

**VISION STATEMENT**

To hire, empower, and retain the most talented employees committed to serving our clients by steering the employees into a common goal and ensuring that they build TechnoChange Solutions as a strong and respected brand.
To be a successful global information technology company trusted by its customers for service excellence, caring for its employees and collaborating with our customers to deliver innovative and value driven services.
Support economic development, entrepreneurship and the country’s transformation agenda, by empowering the youth through exploring opportunities, experiential training and job creations.

**CONSULTING & PROJECTS**

Our Services focus on integrated solutions designed to enhance the performance of our clients’ business. By incorporating industry best practices into business processes and management strategies, we can help our customers in the following all hardware & software categories.

**IMPETUS HAS ABILITY TO HIRE ADDITIONAL IT PERSONNEL & PRODUCTS AS NEEDED.**

Impetus management will utilize our proven and successful staffing approach to effectively support and complete IT professional services projects.
FINANCIAL STEADINESS
Our company is sound enough to carry out our financial Intermediations functions adequately, without assistance from the external sources. We manage our cash flow to ensure that we are liquid to pay our vendors and employees in time. We also do have a substantial line of credit for emergency purposes.

*Our company's Dun & Bradstreet report says:*

| Overall assessment of this company: STABLE CONDITION | Based on the perceived sustainability of this company: LOW-POTENTIAL-CONTINUED OPERATIONS | Based on the payment behavior of this company: LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS |

Our annual revenues have been growing up rapidly since 2018 and IMPETUS HAS ABILITY TO HIRE ADDITIONAL IT PERSONNEL AS NEEDED.

CERTIFICATIONS / ACCREDITATIONS

- NY City Certified Women & Minority Business Enterprise (NYC MWBE)
- State of New Jersey Certified Women & Minority Business Enterprise (NJ MWBE)
- State of New Jersey Certified Small business Enterprise (SBE)
- Certified Minority Owned and Minority Controlled Business Enterprise, Certified Women Owned and Women Controlled Business Enterprise (MBE) (WBE) (WOSB) from National Women Business Owners Corporation (NWBOC) – an SBA.GOV’s Third Party Certification

GENERAL INFORMATION
Registered Company Name: Babatek Inc
DBA: Impetus
Year Incorporated: December 16, 2002
Address: 137 Kreischer St, Staten Island, NY 10309.
Corporation Type: S

D-U-N-S Number: 14-490-9384
CAGE Code: 6LY32
NAICS Codes: 541519, 541511, 541512, 541513, 561320, 611420
NIGP Codes: 91826, 91827, 91829, 91832, 91833, 91835, 92091

POINT OF CONTACT INFORMATION
Aishwarya Seshadri
Director – IT Services & Human Resources
Voice: 908-463-1540 (M)
Fax: 732-875-0462
Email: hr@impetususa.com
Web: www.impetususa.com
INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS
SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. 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.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page (www.gsa.gov/fas) 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.

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

SIN 54151S – INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

❖ Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

Please Refer to the Price List

❖ Is the Contractor Proposing hourly rates

YES, Please refer to the price list

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

The Maximum Order for the Special Item Number 54151S is $500,000.00

❖ Minimum Order

The Minimum Order for the Special Item Number 54151S is $100.00
❖ **Geographic Coverage**

*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.

The Geographic Scope of Contract will be domestic delivery.

❖ **Point(s) of Production (city, county, and State or foreign country)**

Not Applicable

❖ **Discount from list prices or statement of net price / Quantity / Prompt Payment Terms**

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

a) **Prompt Payment:** 1% if payment is made within 10 days from receipt of invoice.

*Information for the ordering offices: prompt payment terms cannot be negotiated out of contractual agreement in exchange for other concessions*

b) **Quantity:** None
c) **Dollar Volume:** None
d) **Other Special Discounts:** None
e) **Other:** 90 days warranty.

❖ **Notification that Government purchase cards are accepted at or below the micro-purchase threshold:**

BABATEK INC D/B/A IMPETUS agrees to accept the Government purchase cards for purchases at or below the micro-purchase threshold.

❖ **Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.**

BABATEK INC D/B/A IMPETUS agrees to accept Government purchase cards above the micro-purchase threshold.

❖ **Foreign items (list items by country of origin).**

Not Applicable

❖ **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 – 54151S DELIVERY TIME (30 Days ARO)
**Delivery time for BABATEK INC D/B/A IMPETUS services will be determined with the purchasing agency at the time of order and dependent upon the specific needs of said agency, as negotiated on the task order.

b. **OVERNIGHT & 2 DAY DELIVERY:** N/A. As negotiated on the task order level

c. **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.

❖ **FOB - DESTINATION**

❖ **CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION**

Babatek Inc D/B/A Impetus
137 Kreischer St, Staten Island, NY 10309.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
908-463-1540 / 732-609-1836 / 732-246-4555

❖ **ORDERING PROCEDURES FOR FEDERAL SUPPLY 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.

❖ **WARRANTY PROVISION**

Not Applicable

❖ **EXPORT PACKING CHARGES, IF APPLICABLE**

Not Applicable

❖ **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**

Government Purchase Cards will be accepted for payment less than, equal to and above the micro purchase threshold however no additional discounts will apply.
❖ TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

❖ TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

Not Applicable

❖ TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not Applicable

❖ TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):

Not Applicable

❖ LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

Not Applicable

❖ LIST OF PARTICIPATING DEALERS (IF APPLICABLE).

Not Applicable

❖ PREVENTIVE MAINTENANCE (IF APPLICABLE).

Not Applicable

❖ SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES.

Not Applicable

❖ SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

Kindly refer to our website www.impetususa.com

❖ DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER AND CAGE CODE

D-U-N-S Number: 14-490-9384
CAGE Code: 6LY32

❖ TAXPAYER IDENTIFICATION NUMBER (TIN)

Federal EIN: 651170266
NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:

Contractor has an Active Registration in the Central Contractor Registration Database (SAM) database.

Type of Contractor: **A. Small Disadvantaged Business**
Woman-Owned Small Business - **Yes**
Veteran Owned Small Business (VOSB): **No**

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).

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 services or 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.

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.

❖ 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).

❖ 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.

❖ INSURANCE

(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.

❖ 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 SPECIAL ITEM NUMBER 54151S

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

1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**
   a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

   (1) Cancel the stop-work order; or

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

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

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

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

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

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

6. **INSPECTION OF SERVICES**
   The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour 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 (Deviation – May 2003) Rights in Data – General, may apply.

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**
   Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. **INDEPENDENT CONTRACTOR**
   All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.
10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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€(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
(1) The offeror;
(2) Subcontractors; and/or
(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.
14. INCIDENTAL SUPPORT COSTS
Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING
a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S. IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

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

GSA LABOR CATEGORY DESCRIPTIONS

1. Labor Category: SR IT SPECIALIST

**General Experience**: Minimum 7 years of technical experience with good level of creative program-solving ability and resourcefulness and is competent to work on complex business processes and IT services with minimal direct supervision

**Functional Description**: Responsible for directing the development team in the design, development, coding, testing and debugging of applications. This would also be a System Architect-Planning, designing, configuring, system administration and implementing enterprise networks, firewalls, System Engineer-Support CISCO call manager, Cisco Operations Manager, Publisher, and Unity for VoIP environments, WAN, SAN, LAN, Information Security, communication systems, hardware, network, security, storage and software Applications Code Assessor or Identity and Access Management Solutions Administration etc. Manage the deployment, monitoring, OR Software work like API development activity, interface design, development work like ETL Development/Architecture, Microsoft CRM Development, administration OR UI/UX Design, WebSphere message Broker development, Data Modelling, Big Data Architecture etc. related maintenance, development, upgrading, and support of these IT systems and Support and maintenance of existing applications and the implementation of new technical solutions. Document and develop existing processes, IT policies, and procedures. Manage IT functions, including system infrastructure, telecommunications, networking, security and application development. Designs, tests and implements interface programs, develops security procedures and regulates usage in all aspects of large-scale projects. Designs, tests and implements interface programs, develops security procedures and regulates usage. Maintain and support network security, data storage and disaster recovery strategies. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management. Provide experienced engineering, analysis, and technical support and may perform some engineering and technical management functions. including the support and maintenance of existing applications and the implementation of new technical solutions. Support a wide array of IT and business systems and participate in efficiently resolving day to day troubleshooting for optimal resolutions. Take ownership of projects seeing them from beginning to completion with a high sense of integrity for the work completed. Diagnose troubleshoot and resolve technical issues. Other responsibilities include product infrastructure maintenance, with a strong focus on availability, integrity, and reliability of customer-facing products. Hands-on technical experience to directly execute core projects

**Minimum Education for SR IT SPECIALIST**: A Bachelor's degree from an accredited college or university with preference to Computer Science degree or related field and seven (7) years of experience performing the foregoing functions or a High School diploma and Nine (9) years of experience performing the foregoing functions.
2. **Labor Category: SR PROJECT MANAGER**

**General Experience:** Ten years’ experience, of which at least Seven years must be specialized. Specialized experience includes project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms and demonstrated capability in managing multitask contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in information systems design and/or management. Overseeing development projects using various Software Development Lifecycle methodologies. An overall of minimum 7 years of combined IT experience that includes business and system requirements definition, system design, system development and/or system testing.

**Functional Description:**
Serves as the project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and assists the Program Manager and responsible for the overall management of the specific task order(s) and ensuring that the technical solutions and schedules in the task order are implemented in a timely manner. Must have knowledge and experience with some of the project management tools. Responsible for leading teams to deliver project(s) that span across one or more business units. Manage resources, schedules, financials and adhere to stage gate quality and SDLC control guidelines throughout the full systems development life cycle. Facilitate the definition of project scope, goals and deliverables. Develop and deliver a project management program encompassing all the details of a project to the team members. Set realistic and practical goals for the project. Refine project budget as needed to ensure timeliness and fiscal responsibility. Manage a portfolio of complex initiatives that span one or multiple lines of business. Provide on-site leadership for project team by building and motivating team members to meet project goals, adhering to their responsibilities and project milestones. Understand interdependencies between technology, operations and business needs. Develop and manage all aspects of project and program engagement from planning, external vendor relationships, communications, resources, budget, change, risks and issues. Develop and deliver progress reports, proposals, requirements documentation and presentations to various audiences, including project team, sponsors, CIO and key stakeholders. Define success criteria and disseminate them to involved parties throughout project and program life cycle.

Co-design products with business leadership, understanding and predicting the needs of the business leadership, leading the execution and delivery of software releases using defined hybrid-agile software development life cycle process. Act as a single point of contact for all engineering and innovation related items for assigned products.

**Minimum Education for Senior Project Manager:** A Bachelor’s degree from an accredited college or university with Computer Science, Information Systems, Engineering, Business, or other related discipline with 10 years of overall experience and at least 7 years of specialized experience. or a High School diploma and Nine (9) years of experience performing the foregoing functions.
3. **Labor Category: TECHNICAL EXPERT**

**General Experience:** Minimum of 7 years of technical experience involving information systems, computer programming, analysis and developing systems involving computer technology.

**Functional Description:**
Knowledgeable in all aspects of Information Systems and have extensive and highest level of experience in the specific Information Systems disciplines described in a Task Proposal Request. Has high level of diverse technical experience related to studying and analyzing system needs, systems development, systems process analysis, design, re-engineering and coding where ever is needed. Keeps abreast of technological developments and applications. This position requires experience in information systems, computer design, analysis and developing systems involving computer technology. Provides highly technical and specialized guidance and solutions to complex information Systems problems. Performs elaborate analyses and studies. Plan, implement and manage systems initiatives with IT and customer teams, Overall application design and integration, Manages data requirements gathering and analysis for new and existing projects, Exhibits in-depth understanding of programming tools, concepts and technologies, Expertise in implementation and troubleshooting of Cloud offerings etc. Also Responsible for directing the development team in the design, development, coding, testing and debugging of applications.

Provide expert advice, consultation and leadership in designing, coordinating and maintaining project goals, objectives and priorities. Develops strategies to meet short- and long-range goals for the applicable program and assures that strategies reflect most promising directions. Applies new methods, approaches, and technology to new and unusual situations. Collaborates with and provides expert advice to all organizational levels with the agency.

**Minimum Education for Technical Expert:** A Bachelor's degree from an accredited college or university and Seven (7) years of experience performing the foregoing functions or a High School diploma and Nine (9) years of experience performing the foregoing functions.

4. **Labor Category: Application Developer**

**General Experience:** Minimum 7 years of technical experience with solid background in applications programming.

**Functional Description:**
Understanding client requirements and how they translate to new application features. Create, Develop, maintain or Quality assurance of Web Applications / middleware/database development/security/networking/storage related work. Development and Delivery of web forms in ASP.NET, including C#, SQL Server OR Oracle, OR Open Source java, AngularJS and Node.js. Big data related development work etc., Develop specifications for full-stack apps which include Web server, RDBMS or main frame or any kind of software development work, testing and documentation. Work directly with clients to determine project scope and specifications. Design pattern specifications using object-
oriented analysis/design. Perform Testing/Evaluation. Write high-quality code to program complete applications on schedule. Collaborate with development team and other IT staff to set specifications for new applications. Tests software architecture, plan, implementation, standards in respect to functional or automation, regression, performance or automation testing etc to ensure proper operation and freedom from defects and/or supports testing. Perform Code Review. Writes programs according to specifications. Also, assists in the development of software user manuals. Work on new QA techniques, program and code them if needed and implement quickly.

**Minimum Education for Application Developer:** A Bachelor’s degree from an accredited college or university in Computer Science or technical equivalency with seven (7) years of experience performing the foregoing functions or a High School diploma and Nine (9) years of experience performing the foregoing functions.

5. **LABOR CATEGORY: SOFTWARE ARCHITECT**

**General Experience:** Seven years of technical experience with demonstrated knowledge of web applications /cybersecurity / and or open source technologies. 5-7 years of experience designing and implementing software applications. Experience working on large-scale software projects. Outstanding collaboration and communication skill are essential.

**Functional Description:**
Designs architecture to include system architecture or system engineer to evaluate and identify software solutions. Ensures compatibility, compliance, and regulatory requirements. Evaluates workflows, organization, and planning. Develops corrective action when necessary. Plans technical architecture for the business environment. Overall application design and integration, Manages data requirements gathering and analysis for new and existing projects, Implements all stages of System Development Life Cycles (SDLC) including Requirements, Logical and Physical Architectural Modeling, Design, Architect, Development, Implementation, install, configure, database administration, system administration, web administration, Support and Threat/Risk assessment. Conducts performance monitoring, disaster recovery, query optimization, capacity planning, trend forecasting, Designing and implementing enterprise data warehouse solutions, Investigates application problems and issues, performs root cause analysis, develops action plans for resolution and implements accordingly, documents resolutions, and disseminates conclusions, Designing and implementing APIS and web servers, Exhibits in-depth understanding of programming tools, concepts and technologies, Expertise in implementation and troubleshooting of Cloud offerings etc. Managing the analysis, design, programming, testing and deployment. communicate well through writing and be able to create flowcharts and diagrams. Knowledge of architectural styles and design patterns. Understanding of various coding methods and computer languages. Data modeling and database design experience. Experience with software development lifecycle (SDLC) processes. Experience overseeing customized development of processes for multiple projects simultaneously.
Minimum Education for Software Architect: A Bachelor’s degree from an accredited college or university and seven (7) years of experience performing the foregoing functions or a High School diploma and Nine (9) years of experience performing the foregoing functions.


General Experience: Minimum Seven years’ experience specialized in IT system functional analysis. Must possess superior functional knowledge of task order specific requirements and have experience in developing functional requirements for complex integrated IT systems. Must demonstrate the ability to work independently or under only general direction.

Functional Description:
Conducts organizational analysis using qualitative and quantitative tools and techniques to assess the effectiveness of the client’s IT systems relative to overall program goals. Meet with clients discuss gaps, strategies, and project progress. Develop business and technical requirements. Develop user stories and break down requirements in to deliverable functions. Work with business stakeholders, clients, designers, developers to build the applications to the spec and on time. Develop and deliver presentations with sufficient justification and analysis. Experience with any of methodologies like agile, Scrum etc. Develop business and technical requirements. Identify user stories and translate them into technical requirements as required. Prepare detailed EDP project plans, by identifying milestones/scheduling tasks/due dates. Provide Management Reporting and Information dissemination. Liaison with IT project managers and analyze their Infrastructure needs. Draft comprehensive reports, in narrative and statistical form, by applying knowledge of data processing techniques, researching, analyzing data, applying agency formats, to provide a written summary of results and recommendations. Contribute during all phases of the development cycle (analysis, design, implementation, testing, deployment, and postproduction support). Create systems models, specifications, diagrams and charts to provide direction to system programmers. Provide in-depth system analysis for modified and new systems, and other post-implementation support. Query, analyze, and interpret data and functionality problems in complex computer systems using SQL. Perform data analysis for data profiling to identify and understand anomalies and communicate data findings. Work with technologies such as Microsoft, Oracle, Open Source, .net etc.

Minimum Education for Business Consultant: A Bachelor’s degree from an accredited college or university with Computer Science, Information Systems, Engineering, Business, or other relevant technology and seven (7) years of experience performing the foregoing functions or a High School diploma and Nine (9) years of experience performing the foregoing functions.

7. Labor Category: Program Director

General Experience: Minimum 7+ years of solid relevant project / IT Program management experience in an enterprise environment. Prior experience in project management, server management, and network infrastructure. Knowledge of risk
assessment tools, systems, and application architecture. Manage multiple concurrent projects

**Functional Description:**
Initiating and setting goals for programs according to the strategic objectives of the organization. Planning the programs from start to completion involving deadlines, milestones and processes. Developing or approving budgets and operations. Work closely with management staff to update and maintain the professional credentials of each staff member. Establish an overall annual program budget and then monitor each program to make sure the budget is not exceeded.

Responsible for management of projects, support and maintenance of existing applications, infrastructure, telecommunication, and supervision of departmental staff members. Provide leadership, vision, and management to the IT department. Analyze complex business needs presented by the user community and/or clients and recommend technical solutions. Ensure the continual functioning of mission critical operations. Stay within budget. Manage the deployment, monitoring, maintenance, development, upgrade, and support of all IT systems, including servers, PCs, operating systems, software applications. Provide expertise and support during systems upgrades, installations and conversions and file maintenance. Provide day-to-day supervision, direct and prioritize workload, conduct performance appraisals, provide training opportunities and guidance for all IT personnel. Develop and implement all IT policies and procedures, including those for architecture, security, disaster recovery, standards, purchasing, and service provision. Support the client’s overall mission and follow all standards, policies, procedures, and confidentiality guidelines.

Partner with the Project teams to perform ongoing review of project status and ensure documentation of project progress including implementation, timelines, deadlines, assignments, and objectives. Define key business operational IT challenges and needs across all disciplines and create effective, efficient project plans and recommendation for solutions. Establish and maintain a set of project management methods, tools, and processes that enable the organization to deliver quality solutions, on time, on budget with all deliverables met at a low cost.

Create, maintain and enforce the Software Development Life Cycle (SDLC) needed to meet the needs of the business. Monitor and communicate the progress of project delivery and ensures timely and effective communication of project status in terms of cost, forecast, schedule and assessment of risk/issues. Apprise Senior IT Management of project status, issues and concerns. Conduct project post-mortems and create a recommendations report in order to identify successful and unsuccessful project elements. Drive measurable results in targeted PMO process improvement areas. Work with Software and IT Operations teams to determine success metrics to track. Manage one or more projects.

**Minimum Education for Program Director:** A Bachelor’s degree from an accredited college or university with Computer Science, Information Systems, Engineering or other relevant technology with Seven (7) years of experience performing the foregoing functions or a High School diploma and Nine (9) years of experience performing the foregoing functions. Nice to have PMP certification.
BABATEK INC D/B/A IMPETUS
GSA LABOR CATEGORY PRICING

BABATEK INC D/B/A IMPETUS PROPOSED ECONOMIC PRICE ADJUSTMENT (EPA) MECHANISM.

BABATEK INC D/B/A IMPETUS EPA is based on its commercial price list included in the offer and as published on its website www.impetususa.com.

BABATEK INC D/B/A IMPETUS is requesting an EPA increase of 2.5% annually based on its contract award date.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Base Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12/30/2020</td>
<td>12/30/2021</td>
<td>12/30/2022</td>
<td>12/30/2023</td>
<td>12/30/2024</td>
</tr>
<tr>
<td>54151S</td>
<td>GSA Rate Excluding IFF</td>
<td>GSA Net Rate Including IFF</td>
<td>GSA Net Rate Including IFF</td>
<td>GSA Net Rate Including IFF</td>
<td>GSA Net Rate Including IFF</td>
</tr>
<tr>
<td>SENIOR IT SPECIALIST</td>
<td>$170.00</td>
<td>$171.28</td>
<td>$171.28</td>
<td>$171.28</td>
<td>$171.28</td>
</tr>
<tr>
<td>SENIOR PROJECT MANAGER</td>
<td>$180.00</td>
<td>$181.36</td>
<td>$181.36</td>
<td>$181.36</td>
<td>$181.36</td>
</tr>
<tr>
<td>TECHNICAL EXPERT</td>
<td>$240.00</td>
<td>$241.81</td>
<td>$241.81</td>
<td>$241.81</td>
<td>$241.81</td>
</tr>
<tr>
<td>APPLICATION DEVELOPER</td>
<td>$140.00</td>
<td>$141.06</td>
<td>$141.06</td>
<td>$141.06</td>
<td>$141.06</td>
</tr>
<tr>
<td>SOFTWARE ARCHITECT</td>
<td>$190.00</td>
<td>$191.44</td>
<td>$191.44</td>
<td>$191.44</td>
<td>$191.44</td>
</tr>
<tr>
<td>BUSINESS CONSULTANT</td>
<td>$162.50</td>
<td>$163.73</td>
<td>$163.73</td>
<td>$163.73</td>
<td>$163.73</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR</td>
<td>$204.50</td>
<td>$206.05</td>
<td>$206.05</td>
<td>$206.05</td>
<td>$206.05</td>
</tr>
</tbody>
</table>
USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE
BABATEK INC D/B/A IMPETUS provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged, minority and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé 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

Bindu Madiraju,
President of Babatek Inc D/B/A Impetus
137 Kreischer St Staten Island, New York 10309
Phone: 732-609-1836
Fax: 732-875-0462
www.impetususa.com
Email Id – bindu@impetususa.com / hr@impetususa.com
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

<table>
<thead>
<tr>
<th>Ordering Activity</th>
<th>Date</th>
<th>Contractor</th>
<th>Date</th>
</tr>
</thead>
</table>

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) __________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>______________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>__________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be ________________.

(4) This BPA does not obligate any funds.

(5) This BPA expires on ________________ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>________</td>
<td>________________</td>
</tr>
<tr>
<td>________</td>
<td>________________</td>
</tr>
</tbody>
</table>

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Purchase Order Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirement.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.