

# LMI CONSULTING, INC.

## AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

LMI Consulting, Inc., formerly known as Belzon, Inc., is a wholly owned subsidiary of Logistics Management Institute. LMI Consulting provides information technology professional services, including IT facility operation and maintenance, IT systems development services, IT systems analysis services, automated information systems design and integration services, programming services, IT backup and security services, IT data conversion services, computer aided design/computer aided manufacturing services, IT network management services, automated news services, data services or other information services, other information technology services not classified elsewhere. This contract contains provisions allowing federal agencies to purchase new services as they are developed.

### SPECIAL ITEM NUMBER 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	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
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.

#### **Contractor:**

LMI Consulting, Inc.  
6767 Old Madison Pike, Suite 275  
Huntsville, AL 35806  
Phone: 256-461-6039  
Fax: 256-461-6067  
[www.lmi.org](http://www.lmi.org)

**Contract Number:** GS-35F-0062K

**Period Covered by Contract:** November 5, 1999 through November 4, 2014  
Pricelist current through extension modification, dated November 3, 2009.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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# LMI CONSULTING, INC.

## Information for Ordering Activities

### 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 micropurchase 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](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://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 micropurchase 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.

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

#### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

##### Ordering and Payment Address:

LMI Consulting, Inc.  
6767 Old Madison Pike, Suite 275  
Huntsville, AL 35806

The 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: 256-461-6039.

**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 Contract  
Block 16: Data Universal Numbering System (DUNS) Number: 023127090  
Block 30: Type of Contractor: (B) Other Small Business  
Block 31: Woman-Owned Small Business - No  
Block 37: Contractor's Taxpayer Identification Number (TIN): 43-1690125  
Block 40: Veteran Owned Small Business (VOSB): No

- a. CAGE Code: 1JBU1
- b. 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: Contact contractor.
- 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: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None.
- c. Dollar Volume: None.
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): None.

**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: N/A.**

**10. SMALL REQUIREMENTS:** The minimum dollar of orders to be issued is \$100.00.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.):**

The Maximum Order for the Special Item Number 132-51 – Information Technology Professional Services is \$500,000:

**12. 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.

**13. 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 receive 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

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.lmi.org](http://www.lmi.org).



The EIT standard can be found at: [www.Section508.gov/](http://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: N/A**

**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 (SPECIAL ITEM NUMBER 132-51)

## **1. SCOPE**

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

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

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

## **3. ORDER**

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

## **4. PERFORMANCE OF SERVICES**

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

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

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

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

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

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

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

## **6. INSPECTION OF SERVICES**

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

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

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

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

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

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

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

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 52.212-4 (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 PROFESSIONAL SERVICES AND PRICING**

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

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

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

# Labor Categories/Descriptions for IT Services

## Labor Categories/Descriptions for IT Services<sup>1</sup>

Function/position description	Education and Experience
<b>Network Security Manager</b>	
Assumes primary responsibility for security of the network to include preventative technical issues (e.g., to limit unauthorized intrusions) and compliance with DoD requirements. Provides technical assistance in networking planning and architecture, with an emphasis on security considerations. Oversees network hardware and software changes to prevent access by hackers. Advises the client on changing DoD security requirements, waivers, and compliance. Prepares all written reports related to network security issues. Advises and trains the technical staff and end users on the implementation of network security matters.	<ul style="list-style-type: none"> <li>◆ BS/BA</li> <li>◆ At least 8 years experience with network design and administration. At least 5 years experience specifically related to computer viruses and unauthorized intrusions. Working knowledge of unique DoD information security requirements. Proficiency and currency in state-of-the-art computer security measures.</li> </ul>
<b>Technical Services Lead</b>	
Provides network, PC, and software application diagnoses, installations, and user support. Assists with the assignment of help ticket priorities and responds to the more difficult ones. Assists in the design of network architecture. Performs troubleshooting on all aspects of the network.	<ul style="list-style-type: none"> <li>◆ BS/BA in computer science or related field.</li> <li>◆ At least 6 years experience providing network and end user technical support services. Familiarity with the applicable operation systems and software applications. Excellent understanding of hardware and software interoperability.</li> </ul>
<b>Help Desk Technician</b>	
Provides network, PC, and software application diagnoses, installations, and user support. Assists with the assignment of help ticket priorities and responds appropriately. Assists with troubleshooting on all aspects of the network.	<ul style="list-style-type: none"> <li>◆ BS/BA in computer science or related field.</li> <li>◆ Familiarity with the applicable operating systems and software applications. Knowledge and application of hardware and software interoperability issues.</li> </ul>

<sup>1</sup> Except where otherwise prohibited by contractual guidelines, experience and education may be substituted for one another: 4 years of relevant experience is equivalent to a Bachelor's degree and 2 years of relevant experience is equivalent to an advanced degree. Likewise, a bachelor's degree is equivalent to 4 years experience and advanced degree is equivalent to 2 years experience.

# Labor Categories/Descriptions for IT Services<sup>1</sup>

Function/position description	Education and Experience
<b>Senior Web Developer</b>	
Designs and maintains web pages for organizations and links to other sites. Creates front-end user interfaces to existing and new databases. Authors, publishes, and obtains requisite approvals prior to posting web pages. Searches and locks domain names. Publishes to the web. Provides web interface data to search engines.	<ul style="list-style-type: none"> <li>◆ BS/BA</li> <li>◆ At least 6 years direct experience developing web pages and interfaces. (Note: 10 years experience can be substituted for the BS/BA degree.) At least 6 years experience in graphic design. Proficiency in applicable web development design applications (e.g., Dreamweaver, Golive, Flash, Photoshop, Director, Adobe Illustrator). Proficiency in applicable programming codes (e.g., Dynamic HTML, Java, Active X). At least 2 years experience assisting clients to determine the layout, protocol and design requirements.</li> </ul>
<b>Graphic Illustrator</b>	
<ul style="list-style-type: none"> <li>◆ Assists with the development of paper based web illustrations. Creates basic web pages. Meets with clients to provide examples and develop requirements.</li> </ul>	<ul style="list-style-type: none"> <li>◆ Associates (AA) Degree or equivalent number of college credit hours.</li> <li>◆ At least 3 years of graphic design or web development experience. (Note: 6 years experience can be substituted for the AA degree.) Knowledge of animation software applications. Familiarity with Front Page. Proficiency in MS PowerPoint.</li> </ul>
<b>Business Analyst I</b>	
Provides financial analyses for multiple large projects. Briefs senior management on project risks and recommendations. Performs highly complex tasks. Participates in assessment decisions regarding risk, costs, and probability benefits of complex, leading edge projects. Assesses projected and final impact of projects across organizational units.	<ul style="list-style-type: none"> <li>◆ MBA or MS in business related field. (see in below)</li> <li>◆ At least 10 years experience in conducting financial and accounting assessments. (Note: If BS degree only, 15 years experience is required). Proficiency in financial analyses, cost and management, accounting, and economic analyses techniques.</li> </ul>
<b>Clerk</b>	
Performs administrative duties in direct support of project. Establishes and maintains routine office documentation files.	<ul style="list-style-type: none"> <li>◆ HS or GED</li> <li>◆ At least 2 years experience in office administrative functions and office equipment.</li> </ul>

# Labor Categories/Descriptions for IT Services<sup>1</sup>

Function/position description	Education and Experience
<b>Database Analyst/Administrator</b>	
Responsible for the development of database products to support intranet, extranet, and internet applications utilizing centralized databases. Responsible for the integration of all databases into a MS Windows NT/ Windows 2000 Backoffice architecture. Responsible for database administration on all enterprise-wide database applications.	<ul style="list-style-type: none"> <li>◆ BS/BA in computer science or related field and at least 5 years information technology experience or AA or equivalent number of college credit hours and 8 years information technology experience.</li> <li>◆ Experience using Microsoft SQL Server or similar database software in an enterprise wide application environment. Experience developing complex databases and integrating various database sources into a unified application. Familiarity with integrating back-end database applications with GUI driven, web-based front-ends for data input and output. Proficiency in MS FoxPro development and administration. Proficiency in MS SQL Server (or comparable SQL product) development and administration. Proficiency in MS Internet Information Server integration and administration. Familiarity with collaborative solutions developed using Microsoft products, especially MS Outlook, MS Exchange, and MS IIS.</li> </ul>
<b>Master Help- Desk Technician</b>	
Provides network, PC, and software application diagnoses, installations, and user support. Assists with troubleshooting on all aspects of the network.	<ul style="list-style-type: none"> <li>◆ HS Diploma and Microsoft Certified Network Engineer (MCSE) certification and 3 years Information Technology experience.</li> <li>◆ Familiarity with Microsoft operating systems and software applications. Knowledge and application of hardware and software interoperability issues. Familiarity with Help-Desk operations and procedures.</li> </ul>



# Labor Categories/Descriptions for IT Services<sup>1</sup>

Function/position description	Education and Experience
<b>Master Technical Services Manager</b>	
Manages overall efforts by the technical services team to support the customer. Interfaces with department leads to formulate services to meet their needs. Provides for required training on new technologies. Oversees the introduction of new applications into the organization. Outlines procedures for internal functions such as client/server backups, virus protection, domain security, and file printing.	<ul style="list-style-type: none"> <li>◆ BS/BA in computer science or related field, Microsoft Certified Systems Engineer (MCSE) certification, and 5 years Information Technology experience or high school diploma, MCSE certification, and 9 years IT experience.</li> <li>◆ Experience with problem discovery, isolation, and resolution in a complex technical services environment. Management experience in a complex technical services environment. Extensive experience with Help-Desk operations and procedures.</li> </ul>
<b>Operations Manager</b>	
Knowledge of all operational facets of a medium or large size network including: Scheduling, Inventory Control of Reports, data collection (e.g., time cards, financial, response times), primary interface with supporting vendors and external offices, and Material and Services Quotes and Purchasing of Property Management.	<ul style="list-style-type: none"> <li>◆ BS/BA (see note below)</li> <li>◆ At least 6 years experience managing the operations of medium or large size facilities (Note: If MS degree, 2 years experience is required).</li> </ul>
<b>Project Manager</b>	
Assumes direct responsibility for the execution of medium size and large projects. Selects and manages personnel. Manages to achieve schedule, cost, changes, quality, and performance objectives. Serves as senior project advisor to management on proposed changes. Conducts project planning and estimating.	<ul style="list-style-type: none"> <li>◆ BS/BA</li> <li>◆ At least 10 years experience in the management of large, complex projects. At least 5 years experience in the management of projects of the applicable technology (e.g., I/T). Proficiency in project management software applications. Familiarity with earned value management systems, project management software applications, work breakdown structures (WBS), and critical path management techniques. Personnel management, Vendor and subcontractor management.</li> </ul>

# Labor Categories/Descriptions for IT Services<sup>1</sup>

Function/position description	Education and Experience
<b>Senior Project Manager</b>	
Assumes direct responsibility for the execution of multi-platform, multi-application projects in support of large organization (i.e., in excess of 500 end users). Selects, manages, and trains information technology personnel to staff the Information Management Office, including both direct and subcontracted employees. Manages resources to achieve schedule, cost, quality, and performance objectives. Conducts IT project planning, estimation, implementation, and management. Supervises all aspects of an integrated, multiple operating system network to include security (both intrusion and virus protection), personnel, administration, wiring, and hardware.	<ul style="list-style-type: none"> <li>◆ BS/BA in computer science or related field and 12 years Information Technology related experience or MS in computer science or related field and 10 years Information Technology related experience.</li> <li>◆ Familiarity with the design, setup, installation, and implementation of enterprise wide solutions using Microsoft BackOffice applications including MS Windows NT Server, MS Exchange, MS Internet Information Server, MS SQL Server, and MS Proxy Server. Familiarity with UNIX based server solutions, especially for high security applications such as Boeing's data exchange program. Excellent understanding of hardware and software interoperability. Experience managing Information Technology professionals representing a variety of platform and solution expertise.</li> </ul>
<b>Technical Services Analyst</b>	
Provides program fixes, user support and help line support. Performs more advanced services such as database analysis and troubleshooting. Creates and maintains integrity of information structure.	<ul style="list-style-type: none"> <li>◆ BS/BA in computer science or related field.</li> <li>◆ At least 4 years experience providing end user technical services. Familiarity with required operating systems and applications. Excellent understanding of hardware and software interoperability.</li> </ul>
<b>Technical Services Manager</b>	
Manages overall efforts by the technical services team to support customer. Interfaces with department leads to formulate services to meet their needs. Provides for required training on new technologies. Oversees the introduction of new applications into the organization. Outlines procedures for internal functions such as client/server backups, virus protection, domain security, and file printing.	<ul style="list-style-type: none"> <li>◆ BS/BA in computer science or related field.</li> <li>◆ At least 8 years experience with problem resolution in a technical services environment. Experience in leadership, problem-solving, and creative solution skills.</li> </ul>

# Labor Categories/Descriptions for IT Services<sup>1</sup>

Function/position description	Education and Experience
<b>Technical Administrative Assistant</b>	
Provides low-level PC and software application diagnoses, installations, and user support. Assists when needed with the assignment of help ticket priorities and responds appropriately. Assists the PEO AVN Chief Information Officer with Property Management. Serve as backup Teleconferencing Technician. Performs administrative and light technical duties necessary in support of the needs of the Information Management Office IT professionals.	<ul style="list-style-type: none"> <li>♦ AA and 2 years Information Technology related experience or HS and 4 years Information Technology related experience.</li> <li>♦ Good understanding of Windows based PCs and Office 2000 software for low-level technical support for users. Working knowledge of Video Teleconferencing equipment and procedures.</li> </ul>
<b>Teleconferencing Technician</b>	
Maintains, diagnoses, and operates all teleconferencing hardware. Troubleshoots and takes preventative and remedial actions to ensure functioning of related teleconferencing hardware and communications. Advises management on teleconferencing purchases.	<ul style="list-style-type: none"> <li>♦ AA (or two years college credits)</li> <li>♦ Six months experience in maintaining, installing, and the operation of complex electronic hardware and associated communications.</li> </ul>
<b>System Design Engineer</b>	
Responsible for analyzing existing systems and business process to determine best technical solution. Responsible for complete documentation of all technical projects, upgrades, and enhancements. Serves as the technical expert on the entire of suite Microsoft BackOffice products. Assumes project leadership and direct responsibility for the execution of medium and large projects from start to finish. Serves as senior project advisor to management on proposed changes. Manages to achieve schedule, cost, changes, quality, and performance objectives. Conducts project planning, estimating, and execution for high profile, high payoff, information technology projects.	<ul style="list-style-type: none"> <li>♦ AA or equivalent in computer science or related field, Microsoft Certified Systems Engineer (MCSE) certification, and 12 years Information Technology experience or high school diploma, MCSE certification, and 15 years IT experience.</li> <li>♦ Extensive experience with Microsoft BackOffice suite of products in a complex technical services environment. Extensive experience with problem discovery, isolation, and resolution in a complex technical services environment. Extensive experience with Help-Desk operations and procedures.</li> </ul>

# Labor Category Rates

## Labor Category Rates

Our labor rates for Years 2010 through 2014 are shown in the table below.

Labor Category	Year 11 Hourly Rates 11/05/2009 11/04/2010	Year 12 Hourly Rates 11/05/2010 11/04/2011	Year 13 Hourly Rates 11/05/2011 11/04/2012	Year 14 Hourly Rates 11/05/2012 11/04/2013	Year 15 Hourly Rates 11/05/2013 11/04/2014
Network Security Manager	\$ 86.89	\$ 90.04	\$ 93.31	\$ 96.70	\$ 100.21
Tech. Services Lead	\$ 63.05	\$ 65.34	\$ 67.71	\$ 70.17	\$ 72.72
Help Desk Technician	\$ 46.52	\$ 48.21	\$ 49.96	\$ 51.77	\$ 53.65
Senior Web Developer	\$ 87.41	\$ 90.58	\$ 93.87	\$ 97.28	\$ 100.81
Graphics Illustrator	\$ 48.49	\$ 50.25	\$ 52.07	\$ 53.96	\$ 55.92
Business Analyst I	\$ 179.22	\$ 185.73	\$ 192.47	\$ 199.46	\$ 206.70
Clerk	\$ 29.24	\$ 30.30	\$ 31.40	\$ 32.54	\$ 33.72
Database Analyst/Admin	\$ 76.80	\$ 79.59	\$ 82.48	\$ 85.47	\$ 88.57
Master Help Desk Tech	\$ 51.87	\$ 53.75	\$ 55.70	\$ 57.72	\$ 59.82
Master Technical Services Manager	\$ 75.07	\$ 77.80	\$ 80.62	\$ 83.55	\$ 86.58
Operations Manager	\$ 52.65	\$ 54.56	\$ 56.54	\$ 58.59	\$ 60.72
Project Manager	\$ 89.24	\$ 92.48	\$ 95.84	\$ 99.32	\$ 102.93
Senior Project Manager	\$ 121.16	\$ 125.56	\$ 130.12	\$ 134.84	\$ 139.73
Technical Services Analyst	\$ 55.01	\$ 57.01	\$ 59.08	\$ 61.22	\$ 63.44
Technical Services Manager	\$ 67.30	\$ 69.74	\$ 72.27	\$ 74.89	\$ 77.61
Teleconferencing Technician	\$ 42.42	\$ 43.96	\$ 45.56	\$ 47.21	\$ 48.92
Technical Administrative Assistant	\$ 45.31	\$ 46.95	\$ 48.65	\$ 50.42	\$ 52.25
Systems Design Engineer	\$ 101.38	\$ 105.06	\$ 108.87	\$ 112.82	\$ 116.92

Notes:

1. Direct Costs other than LMI Consulting or Subcontractor labor costs (e.g., travel, Other Direct Costs) will be quoted and billed at actual allowable cost plus applicable General & Administrative expense pursuant to the Federal Acquisition Regulation.
2. LMI Consulting's fiscal year is identical to that of the Federal Government (i.e., begins on 1 October and ends on 30 September). Rate changes for this schedule, however, occur on November 5 each year.
3. LMI Consulting has one set of rates for both on-site and off-site performance locations.
4. Subcontractor labor costs are quoted and billed using the LMI Consulting labor rates shown above, and such rates may be discounted on a case by case basis.
5. The period in which work is performed will determine which set of annual rates shown above is applicable.