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

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

FPDS Code D302	IT Systems Development Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion 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
FPDS Code D316	IT Network Management Services

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.

Icon Enterprises, Inc. (d/b/a CivicPlus)

317 Houston Street, Suite E
Manhattan, KS 66502
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Contract Number: **GS-35F-0124U**

Period Covered by Contract: **December 12, 2007 – December 11, 2017**

General Services Administration - Federal Acquisition Service

Pricelist current through Modification #Original, dated _____.

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

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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!™ online shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the 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.

Offerors are requested to check one of the following boxes:

[***X***] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

_____

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

CivicPlus
Attn: Contract Manager
317 Houston Street, Suite E
Manhattan, KS 66502

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards ***will*** be acceptable for payment above the micro-purchase threshold. 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:

888-228-2233

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. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: ***883003113***
Block 30: Type of Contractor - B. ***Other Small Business***
Block 31: Woman-Owned Small Business - ***No***
Block 36: Contractor's Taxpayer Identification Number (TIN): ***48-1202104***

4a. CAGE Code: ***025B9***
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	***As Agreed by Ordering Agency***

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: additional 2% discount for orders over $200,000.
d. Government Educational Institutions are offered the same discounts as all other Government customers.
e. Other

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is $ ***100***.

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

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEEDURES 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 2001)

(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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(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.

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 C.1.)

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.fss.gsa.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. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. 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.

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:

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established

is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.civicplus.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (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 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

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 in accordance with this clause.

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 f or 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 Services.

9. INDEPENDENT CONTRACTOR

All IT 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 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(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 SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT 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.

Icon Enterprises' divisions, CivicPlus and Networks Plus, are recognized leaders in the IT field. CivicPlus is identified as a top international provider of quality government websites. We provide a comprehensive service package that ensures efficient website development and management.

More than 75 percent of U.S. residents are connected online, and as such, the web has become the default communication channel of choice for a vast majority of people, including your constituents, or as we call them, your customers. They want to conduct their business – including government business – online. Your website should engage your community and we make that engagement happen.

We help you evaluate how well you are engaging your community through your website, then we help you improve. We do that through making local government more transparent, encouraging citizens to get active and take ownership of local issues by utilizing communication methods we build into your website, and giving them a voice that in turn lets you hear your citizens' are ideas and concerns.

Our services give you the necessary tools to make sound website-related business decisions and provide the best service for your site visitors. CivicPlus' primary service is its Government Content Management System, which encompasses a robust and scalable content management system, numerous included modules that are flexible to your defined needs, and a service & support package that is unrivaled.

Our Services Include:

• Expert Website Consultation
Our professional staff will analyze and evaluate the usability, functionality, and effectiveness of your current website.

• Professional Website Design
A team of highly skilled graphic designers work with you to create a unique website that is specific to your community. The website will be very easy to read and navigate for every user and you can add any number of submenus and subpages.

• Sophisticated Content Management System
The flexible CivicPlus Government Content Management System (GCMS) makes it easy to upload new content and keep a consistent page layout through use of either: Page Wizard, Online Editor which includes a WYSIWYG interface for editing content, HTML upload and Live Edit.

• Amazing Tools
We offer a number of tools designed to boost engagement and interaction from your community. These include the Citizen Request Tracker, Calendar, Facilities and Reservations, EPayment Center and Community Voice. A number of these tools are also available as applications on mobile devices.

• Detailed Training Program
Our extensive training program provides you with valuable tools and hands-on experience that is necessary for you to maintain your website at a first-class level.

• Comprehensive Support System
We offer a combination of support services to provide you with a 24-hour, seven days a week support system consisting of service updates, monthly e-newsletters, e-mail and telephone support. At CivicPlus you will never get caught up in a ceaseless phone tree; you will talk to real people right away.

Networks Plus is Kansas' leader in networking, business-level computer support, and custom networking.
Employing a highly qualified and certified staff, Networks Plus delivers expert consultation, workstation and server maintenance, custom networking solutions, and wireless opportunities. Every technician holds multiple industry-standard certifications, and our partnership with Microsoft ensures that the customer receives the highest level of quality and customer satisfaction.

Our Services Include:

• PC Services
Networks Plus performs maintenance on workstations, sets up new workstations, and integrates workstations into the network.

• **Server/Network Services**
Performing work on servers and admin-level permissions, Networks Plus sets up new servers, maintains existing servers, and secures the network against intrusion.

• **Wireless Services**
Our staff of trained and certified network technicians will easily install, upgrade, or maintain your wireless network.

• **Consulting**
Offering senior-level consulting services to design and develop networks, Networks Plus' technicians effortlessly plan out your network to your specifications.

• **Hardware & Software Requisition**
Using its own distributors, our firm will supply you with the latest hardware and software, building it to your specifications and integrating it into your network.

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

JOB TITLE: CONTENT DEVELOPER

Minimum/General Experience: Experience navigating the internet and with Microsoft Office, strong attention to detail, excellent writing skills to include spelling and grammar, ability to handle multiple projects at the same time.

Functional Responsibility: Content developers are responsible for the development and editing of nearly all text that is displayed on the websites we develop. This includes working with the clients to ensure that the most current and useful information is available in a clear and easy-to-read display. Developers must be able to meet deadlines and work self-sufficiently to complete the task assigned to them.

- Edit and/or develop web-based content for our government-based clientele
- Participate in Content Development department meetings to discuss new strategies / methods of content development
- Work with the Content Department Manager and Senior Content Developers to ensure that the information being developed is in accordance with client standards / desires
- Provide content recommendations and suggestions to Senior Content Developers per site
- Provide weekly summary of questions to Senior Content Developers to provide to client per project
- Track development of pages and supporting elements each week
- Be task-minded and complete projects by proposed deadlines

JOB TITLE: NETWORK CONSULTANT

Minimum/General Experience: 5 Years job-related.

Functional Responsibility: Network Consultant's provide sound advice for present and future needs of a company regarding their servers, backup solutions, network equipment, PCs, and additional hardware and software. Consultant should be able to provide several options to each situation to give customers different options.

Minimum Education: Bachelor's Degree or Equivalent Experience

JOB TITLE: PC TECHNICIAN

Minimum/General Experience: 2- 3 Years job-related preferred.

Functional Responsibility: Technicians are responsible for installing and diagnosing hardware and software issues. They should be able to determine hardware or software issue using beep codes, event logs, and other means. Technician should be able to install, repair, and fix operating systems from Windows 95 - Windows Vista, printers, and install drivers for additional hardware such as:

- Monitors
- Scanners
- Other hardware devices.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: PROJECT MANAGER

Minimum/General Experience: 6 months to 1 year of customer service experience, experience with Microsoft Office.

Functional Responsibility: The Project Manager is responsible for the development and monitoring of client projects. This position is the primary contact for clients from the time the small project is received from the client until completion, coordinating all internal CivicPlus resources to ensure small client projects are completed on time. The Project Manager also owns the “client experience” throughout.

- Creates and executes project work plans and revises as appropriate to meet changing needs and requirements.
- Reviews deliverables prepared by team before passing to client.
- Facilitates team and client meetings effectively.
- Resolves and/or escalates issues in a timely fashion.
- Understands how to communicate difficult/sensitive information tactfully.
- Suggests areas for improvement in internal processes along with possible solutions.
- Ensures timely and accurate invoicing
- Understands our pricing model and billing procedures.
- Inspires coworkers to attain goals and pursue excellence.
- Sets and manages client expectations.
- Develops lasting relationships with client personnel that foster client ties.
- Communicates effectively with clients to identify needs and evaluate alternative business solutions.
- Continually seeks opportunities to increase customer satisfaction and deepen client relationships.
- Builds a knowledge base of each client's business, organization and objectives.

JOB TITLE: SERVER AND NETWORK TECHNICIAN

Minimum/General Experience: 3 – 5 Years job related.

Functional Responsibility: Must be able to do all the functions of a PC technician plus: Troubleshoot and configure servers, network equipment such as switches, routers, tape drives. Ability to install and configure Server operating systems from Windows NT to 2003, active directory, and backup software (Veritas, Symantec BackupExec, or ArcServe). Ability to use the 7 layer OSI model to diagnose and fix network issues such as lost packets, filtering, and segmenting.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: TRAINER

Minimum/General Experience: Strong communication skills, 2+ years of training and/or educational experience, familiarity with local government entities and knowledge of their practices.

Functional Responsibility: Train new and current clients in the CivicPlus Government Content Management System and its practices through on-site visits, phone, and various media including webinars, as well as direct contact/communication with various clients and departments

- Manage a travel schedule for him/herself
- Update and manage client training schedules with the cooperation of the Project Management Team, Manager of Training and Consulting, and the Director of Operations. This includes:
    - Client phone and on-site training and consulting assignments
    - Training staff meetings
    - Internal staff trainings
- Update the training team with regards to methods, website “best practices”, and issues with the current system.
- Attend in house staff meetings as assigned
- Stay informed with current issues and difficulties with the GCMS as well as announcements for new functionality.
- Other duties as assigned

JOB TITLE: WIRELESS NETWORK TECHNICIAN

Minimum/General Experience: 2 – 3 Years job-related

Functional Responsibility: Technician shall perform all duties of PC and Server and Network Technicians as well as the following:

- Install wireless components such as access points and routers
- Know the difference between frequencies and best suited antennas (Yagi or Omni)
- Technician should be able to configure, filter, and troubleshot wireless network
- Knows how to filter according to MAC, IP address scheme, or proxy
- Knows how to place wireless equipment to get best service.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: WRITER

Minimum/General Experience: 5-10 years business experience in any of the following: public relations, marketing or advertising, excellent written and verbal communication skills, excellent customer service skills, good organization and time management skills, advanced understanding of punctuation, grammar and organization, background in AP-style writing, engaging, high energy person with proven leadership ability and sharp business acumen, knowledge of basic html, knowledge of social media; interactive media, attention to detail, ability to write and develop many types of content and copy in a very fast-paced environment, proficient in Microsoft Office Suite.

Functional Responsibility: This position is responsible for maintaining CivicPlus’ reputational equity among the media, prospects, clients and employees through various public relations and corporate communications efforts.

- Write interesting and effective press releases, prepare information for media kits
- Develop and maintain company internet or intranet web pages.

- Develop and maintain the company's corporate image and identity, which includes the use of logos and signage.
- Draft speeches for company executives, and arrange interviews and other forms of contact for CivicPlus subject matter experts.
- Work with clients on developing testimonials and case studies for publication; ability to write case studies, articles and newsletters for internal and external use.

Minimum Education: B.S. or B.A. in Public Relations, Marketing, Journalism, Communications, Business or related field

JOB TITLE: GRAPHIC DESIGNER

Minimum/General Experience: Experience with Adobe Photoshop, Adobe Illustrator, and Adobe InDesign.

Functional Responsibility: The graphic designer is responsible for the revision process on client designs, prepping web designs for programming, additional graphics needed for clients and in-house departments.

- Collaborate with lead design on the execution of revisions and prepping .psd files.
- Consistent quality production of graphic material
- Creative application of elements while maintaining the style set by lead design
- Completion of projects on deadline
- Innovative ideas for new product development
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate
- Observing, receiving, and otherwise obtaining information from all relevant sources.
- Developing constructive and cooperative working relationships with others and maintaining them over time.

Minimum Education: Bachelor of Art degree

JOB TITLE: PROGRAMMER

Minimum/General Experience: 1 year experience in each of ASP or ASP.NET, SQL, HTML, CSS, and JavaScript.

Functional Responsibility: Develop and maintain high levels of code behind the Government Content Management System (GCMS)

- Add new functionality to enhance the performance and features of the GCMS
- Replicate and root cause of bugs within the system including code problems, browser compatibility, standards issues, and user created content problems
- Research and development of new technologies that can enhance the performance, extend the capabilities, or ease the maintenance of the GCMS
- Define functional and technical requirements for new projects and changes to the current system
- Technical consulting
- Design consulting to gear site designs towards web standards, performance, and general usability
- Internal training for new functionality
- Internal support for how the GCMS works
- Setup new servers
- Setup new sites including the setup on the servers and the layout template for individual sites

- Performance monitoring of servers and sites

Minimum Education: Bachelor's Degree in a Programming related field, or a combination of required knowledge and experience

JOB TITLE: WEBSITE CONSULTANT

Minimum/General Experience: 5+ years in customer service-oriented field.

Functional Responsibility: Provide business-sound direction and guidance to customers in the following areas:

- Website navigation architecture and engineering
- Website design: color choices, prominent elements, and supporting elements
- Section 508/ADA compliance
- Website readability and usability
- Content development
- Identifying items for featured use

Direct and lead company staff in the following areas:

- Website design
- Navigation development
- Content development
- Section 508/ADA compliance
- GCMS/module enhancements and upgrades
- Assist in shaping company business model
- Analyze internal procedures
- Reengineer processes for the web
- Determine and prioritize desired new features for GCMS or modules

Minimum Education: Bachelor's Degree in Related Field or equivalent experience

Pricing:

Labor Category	GSA Hourly Rate with IFF
Website Consultant	**$149.01**
Project Manager	**$135.86**
Network Consultant	**$135.86**
Wireless Network Technician	**$135.86**
Programmer	**$131.48**
Graphic Designer	**$109.57**
Writer	**$109.57**
Server and Network Technician	**$109.57**
Trainer	**$109.57**
PC Technician	**$89.41**
Content Developer	**$80.64**

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Icon Enterprises, Inc. (d/b/a CivicPlus) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-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 **Jesse Manning, Phone: 888-228-2233, Fax: 785-587-8951; bids@civicplus.com.**