



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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers and Microcomputers: Application Software

NOTE: 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>.

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

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

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

- Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
- Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
- Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**AUTOMATION TECHNOLOGIES INC.
8219 LEESBURG PIKE SUITE 401
VIENNA, VA 22182
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FAX - (703) 883-1435
www.ati4it.com**

**Contract Number: GS-35F-0157L
Period Covered by Contract: 08/29/2006 thru 12/28/2010**

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE**

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

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1. 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.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:

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

2. Contractor's Ordering Address and Payment Information:

Ordering Address:

Automation Technologies Inc.
c/o Shelia Corbett
8219 Leesburg Pike Suite 401
Vienna, VA 22182

Payment Address:

Automation Technologies Inc.
8219 Leesburg Pike Suite 401
Vienna, VA 22182

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 agencies to obtain technical and/or ordering assistance.

Technical/Ordering Assistance:

Shelia Corbett

Telephone: (703) 883-1410

Facsimile: (703) 883-1435

3. Liability for Injury or Damage

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering Systems (DUNS): 05-842-8876

Block 30: Type of Contractor – A. Small Disadvantaged Business (8a Certified)

Block 31: Woman-Owned Small Business - Yes

Block 36: Contractor's Taxpayer Identification Number (TIN) – 54-1744973

4a. CAGE Code: 1ME44

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)

132-33 30 days

132-34 30 days

132-51 30 days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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: ½% - 15 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Same as Federal Government
- e. Other: 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
NONE

10. Small Requirement

The minimum dollar value of orders to be issued is \$27.78

11. Maximum Order

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

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 Supply 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 pricelists 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 at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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. Contract 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 the 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

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 Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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.ati4it.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)

2. TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**1. Inspection/Acceptance**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. Guarantee/Warranty

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Paraben: 60 days

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number. Paraben's technical service number is 801-796-0944 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 a.m. to 6 p.m. MST.

4. Software Maintenance

a. Software maintenance service shall include the following:

PARABEN

Automatic software updates, full tech support

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. Period of Maintenance (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. **Annual Funding.** When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

8. Utilization Limitations - (132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. Software Conversions - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. Descriptions and Equipment Compatibility

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. Right-to-copy Pricing

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**3. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. Scope

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. Time of Delivery

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. Cancellation and Rescheduling

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. Follow-up Support

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. Price for Training

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. Invoices and Payment

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. Format and Content of Training

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "No Charge" Training

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

4. 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 Government 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 office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established

Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. Stop-Work Order (FAR 52.242-15) (AUG 1989)

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. Inspection of Services

The Inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. Responsibilities of the Ordering Activity

Subject to security regulations, the ordering office 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 service. Progress payments may be authorized by the ordering office 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. Payment

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

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 agency 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 the IT Services and Pricing

ATI recognizes that successful performance depends on having the right skills and experience. These skills and experience, in turn, are acquired through the proper mix of education and professional experience. More and more, we find that the skills needed to support advanced technology efforts, are not supported by a traditional education-work experience combination. ATI's approach to meet today's problems and tomorrow's challenges is to incorporate the progressive attitude prevalent in today's market. Therefore, ATI proposes equivalencies between experience and advanced degrees that allow us to take full measure of an individual's capabilities. The job descriptions defined in this section reflect this means of assessment. These job descriptions summarize our in-depth staff strength and demonstrate our ability to fully staff the needs of our target clients.

5. LABOR CATEGORY DESCRIPTIONS**001 - Consulting Systems Advisor****Experience:**

Fifteen or more (15+) years of experience within the industry.

Functional Responsibility:

The Consulting System Advisor develops and applies advanced methods, theories, and research techniques in the investigation and solution of complex and difficult concept, planning, design, and/or implementation problems requiring the expert application of advanced knowledge. He or she is often the highest level of individual contributor and is normally widely recognized for achievements, technical expertise, and meritorious standing within his or her professional field.

Education:

Bachelor's degree in Business, Engineering, Computer Science or equivalent experience.

002 - Sr. Systems Advisor**Experience:**

Twelve or more (12+) years of experience within the industry.

Functional Responsibility:

The Sr. Systems Advisor defines, plans, and leads complex, enterprise-wide engagements. He or she oversees projects, including defining executive project objectives, planning, project execution, recommendation development, and solution delivery planning. He or she leads/facilitates teams on projects and applies business reengineering approaches and techniques including strategic planning, business information planning, enterprise information requirements, activity-based costing, economic analysis, information technology architecture design, and change management to effect organizational change and improve organizational performance. The expert provides solution options and creates and manages plans for reengineering implementation as required.

Education:

Bachelor's degree in Business, Engineering, Computer Science or equivalent experience.

003 - Sr. Program Manager**Experience:**

Must have a minimum of twelve (12) years experience in the management or performance of projects with complex scope and requirements.

Functional Responsibility:

Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates writing and oral communications skills. Establishes and alters

(as necessary) corporate management structure to direct effective contract support activities. Must be capable of negotiating and making binding decisions for the company.

Education:

Bachelors degree in Business, Engineering, Computer Science or equivalent experience.

004 - Sr. Functional Analyst**Experience:**

Ten or more (10+) years of experience within the industry.

Functional Responsibility:

The Senior Functional Analyst works independently or within a team to determine user needs and functional requirements as they pertain to Information Technology systems and their solutions within an organization. He or she works with information technology and systems technology to incorporate functional requirements into current or emergent systems and may remain involved through the design and implementation phase of any project.

Education:

Bachelors degree in Business, Engineering, Computer Science or professional certification.

005 - Senior Application Specialist**Experience:**

Eight or more (8+) years of progressive experience in programming and software systems environments.

Functional Responsibility:

The Senior Application Specialist analyzes systems and or software requirements, develops code, modifies Commercial off the Shelf (COTS) products, and performs upgrades for complex systems. He or she will perform database support, R & D, technical publication/specs, planning, configuration management, Internet programming, and total systems support and management.

Education:

Bachelors degree in Business, Engineering, Computer Science or professional certification.

006 - Technology Analyst**Experience:**

Three or more (3+) years of technology experience in an Information Technology environment.

Functional Responsibility:

Individual will provide analysis and basic expertise involving enterprise wide information technology requirements. Individual will assist in development of requirements from a project's inception to conclusion in the subject matter area, for moderately complex systems, assist computer systems analysts with analysis, evaluation and the preparation of recommendations for systems improvements, optimization, development, and or maintenance efforts for specific elements such as Internets/Intranets, Networks, Decision Support Systems and Web Based technologies.

Education:

Bachelor's degree in Computer Science, professional certification or equivalent experience.

007 - Internet Specialist

Experience:

Six or more (6+) years of experience utilizing internet system environments.

Functional Responsibility:

The Internet Specialist performs a variety of tasks utilizing video imaging systems, computer-generated imaging, as well as multi-media computing systems. He or she produces, edits, and creates multi-media presentations develops web pages, programs in CGI, Java and other internet applications as well as provides expertise in the mixing of technologies. This position works alone or in a team environment to meet the specific needs of the customer.

Education:

Bachelors degree in Computer Science, professional certification or equivalent experience.

008 - Systems Advisor

Experience:

Four or more (4+) years of progressive systems experience working independently on complex application problems involving multiple phases of systems analysis.

Functional Responsibility:

Utilizes current analysis methodologies and demonstrated ability to formulate specifications, and experience performing analysis on moderate to complex systems. Analyzes and defines problems develops system requirements and program specifications. Closely coordinates proper implementation of program and system specifications. Performs data collection and analysis for business and technical requirements of clients. Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards and for progress in accordance with schedules. Prepares milestone status reports and deliveries/ presentations on the system concept to colleagues, subordinates, and end user representatives.

Education:

Bachelors degree in Business, Engineering, Computer Science or equivalent experience.

009 - Technology Consultant

Experience:

Four or more (4+) years of experience in information systems technology design and management.

Functional Responsibility:

Analyzes and develops computer software systems possessing a wide range of capabilities, including numerous engineering, business, and records management duties. Develops plans for systems from project inception to conclusion. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications from which programmers prepare detailed flowcharts, programs, and tests. Closely coordinates with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

Education:

Bachelor's degree in Computer Science or equivalent technology experience.

010 - Functional Analyst**Experience:**

Four or more (4+) years of experience within the industry.

Functional Responsibility:

The Functional Analyst is a subject matter specialist who participates in the analysis of user needs to determine functional requirements as they apply to information technology systems or solutions. He or she may work independently or as a member of a team and demonstrates superior oral and written communication skills.

Education:

Bachelors degree in Business, Engineer, Computer Science, professional certification or equivalent experience.

011 - Application Specialist**Experience:**

Four or more (4+) years of experience in a systems environment.

Functional Responsibility:

The Application Specialist performs database support, R & D, technical publication and systems specification research, Internet planning/development, and Internet systems management. He or she will program software/software solutions based on needs, resolves trouble reports, and update changes per request.

Education:

Bachelors degree in Business, Engineering, Computer Science or equivalent years of experience.

012 - Systems Technician**Experience:**

Four or more (4+) years of experience in technology environment.

Functional Responsibility:

Performs analyses and develops recommendations on various subjects virus protection procedures, network maintenance and administration and technology transfer. Designs, configures and directs installation of LANs. Performs routine and complex tasks in network engineering and management operations. Provides systems configuration, management and administration for local and distributed networks. Performs hardware/software configuration, management and troubleshooting for operating systems and Commercial Off The Shelf packages. Performs routine hardware repair and data recovery.

Education:

Professional certification or equivalent skills training.

013 - Data Management Specialist

Experience:

Four or more (4+) years of experience in technology environment.

Functional Responsibility:

Data Management Specialist prepares documents, forms, and tables utilizing various software packages. He or she maintains databases, models basic spreadsheets and coordinates the acquisition, translation and interpretation of various data sources. The individual updates Internet web sites as necessary, and performs graphic illustrations using latest software.

Education:

Associates degree in Business or equivalent skills training.

014 - Administrative Specialist**Experience:**

Two or more (2+) years of office systems and clerical experience.

Functional Responsibility:

The Administrative Specialist produces documents using a variety of programs including Microsoft Word, PowerPoint, and Excel. Coordinates copying and the preparation of papers and reports as well as answers telephone. The individual has basic computer capabilities and can produce view graph presentations, provide word processing support and perform data entry projects.

Education:

High School diploma and two years experience.

015 - Subject Matter Expert - Level V**Experience:**

Seventeen or more (17+) years of general experience with a Bachelors Degree. With a Master's Degree, 15 years of general experience is required. With a PhD, 13 years of general experience is required.

Functional Responsibility:

Subject Matter Expert Level V is an expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.

Education:

Bachelors degree, Master's Degree, or PhD in Business, Engineering, Computer Science or equivalent experience.

016 - Subject Matter Expert - Level IV**Experience:**

Fifteen or more (15+) years of general experience with a Bachelors Degree. With a Master's Degree, 13 years of general experience is required. With a PhD, 11 years of general experience is required.

Functional Responsibility:

Subject Matter Expert Level IV is an expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.

Education:

Bachelors degree, Master's Degree, or PhD in Business, Engineering, Computer Science or equivalent experience.

017 - Subject Matter Expert - Level III**Experience:**

Thirteen or more (13+) years of general experience with a Bachelors Degree. With a Master's Degree, 11 years of general experience is required. With a PhD, 9 years of general experience is required.

Functional Responsibility:

Subject Matter Expert Level III is an expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.

Education:

Bachelors degree, Master's Degree, or PhD in Business, Engineering, Computer Science or equivalent experience.

018 - Subject Matter Expert - Level II**Experience:**

Eleven or more (11+) years of general experience with a Bachelors Degree. With a Master's Degree, 9 years of general experience is required. With a PhD, 7 years of general experience is required.

Functional Responsibility:

Subject Matter Expert Level II is an expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.

Education:

Bachelors degree, Master's Degree, or PhD in Business, Engineering, Computer Science or equivalent experience.

019 - Subject Matter Expert - Level I**Experience:**

Nine or more (9+) years of general experience with a Bachelors Degree. With a Master's Degree, 7 years of general experience is required. With a PhD, 5 years of general experience is required.

Functional Responsibility:

Subject Matter Expert Level I is an expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.

Education:

Bachelors degree, Master's Degree, or PhD in Business, Engineering, Computer Science or equivalent experience.

020 - Senior Systems Architect**Experience:**

Twelve or more (12+) years of experience within the industry.

Functional Responsibility:

The Systems Architect independently performs a variety of system design and engineering tasks which are broad in nature and are concerned with design and implementation of major enterprise systems development and integration, including supporting personnel, hardware, software, and support facilities and/or equipment. Supervises team of Sr. Systems Administrators, System Analysts, Sr. Network Engineers, and Network Engineers through project completion. Serves as the expert responsible for providing technical leadership and direction in supporting the application of sound system engineering concepts and practices to the acquisition of government embedded, real-time systems, and information processing systems. The Senior Systems Architect advises, participates, and supports projects and teams in the technical analysis of large complex mission critical systems.

Education:

Bachelors degree in Business, Engineering, Computer Science or equivalent experience.

021 - Sr. Systems Engineer**Experience:**

Twelve or (12+) years of experience with implementing engineering principles, techniques and processes.

Functional Responsibility:

The Sr. Systems Engineer conducts IT engineering work requiring judgment in the evaluation, selection, adaptation and/or modification of standard techniques, procedures and criteria. Develops new approaches to problem solving and independently performs assignments with instructions as to the general results expected. Receives technical guidance on unusual or complex problems and supervisor approval for all projects. May supervise other engineers or technicians on assigned work. Implements engineering principles, techniques and processes and formulates and documents alternative methodologies for achieving customer objectives.

Education:

Bachelors degree in Computer Science, professional certification or equivalent experience.

022 - Senior Knowledge Architect**Experience:**

Twelve or (12+) years of experience with strategy formulation and knowledge engineering/management.

Functional Responsibility:

The Knowledge Architect is responsible for developing innovative information systems solutions and alternatives to address specific business needs. He or she defines knowledge processes and identifies the technology requirements for creating, capturing, organizing, accessing and using knowledge assets. They are responsible for the development of an overall knowledge management strategy for diverse and distinct databases and leads and/or assist with different phases of the strategy execution for program and project initiatives. He or she directly leads and/or facilitates meetings to collect, devise and design knowledge management requirements and devise business solutions of business problems related to knowledge management. Formulates policies, guidelines, principles and procedures for incorporation in solutions and acts as an expert level consultant for implementation and/or maintenance.

Education:

Bachelors degree in Business, Engineering, Computer Science or equivalent experience.

023 - Knowledge Architect**Experience:**

Eight or (8+) years of experience with strategy formulation and knowledge engineering/management.

Functional Responsibility:

The Knowledge Architect is responsible for developing innovative information systems solutions and alternatives to address specific business needs. He or she defines knowledge processes and identifies the technology requirements for creating, capturing, organizing, accessing and using knowledge assets. They are responsible for the development of an overall knowledge management strategy for diverse and distinct databases and leads and/or assist with different phases of the strategy execution for program and project initiatives. He or she directly leads and/or facilitates meetings to collect, devise and design knowledge management requirements and devise business solutions of business problems related to knowledge management. Formulates policies, guidelines, principles and procedures for incorporation in solutions and acts as an expert level consultant for implementation and/or maintenance.

Education:

Bachelors degree in Business, Engineering, Computer Science or equivalent experience.

024 - Systems Architect**Experience:**

Eight or more (8+) years of experience within the industry.

Functional Responsibility:

The Systems Architect independently performs a variety of system design and engineering tasks which are broad in nature and are concerned with design and implementation of major enterprise systems development and integration, including supporting personnel, hardware, software, and support facilities and/or equipment. Supervises team of Sr. Systems Administrators, System Analysts, Sr. Network Engineers, and Network Engineers through project completion. Serves as the expert responsible for providing technical leadership and direction in supporting the application of sound system engineering concepts and practices to the acquisition of government embedded, real-time systems, and information processing systems. The Senior Systems Architect advises, participates, and supports projects and teams in the technical analysis of large complex mission critical systems.

Education:

Bachelors degree in Business, Engineering, Computer Science or equivalent experience.

025 - Sr. Systems Administrator**Experience:**

Six or more (6+) years of experience related to the configuration and operation of computer systems and facilities.

Functional Responsibility:

Supervises and manages the daily activities of configuration and operation of business systems which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems. Recommends appropriate corrective action for complex problems and ensures documentation is prepared for all hardware and/or software adjustments and/or modifications. Prepares reports and analysis of operations, as required. Ensures security procedures are implemented and enforced.

Education:

Bachelors degree in Computer Science, professional certification or equivalent experience.

026 - Sr. Network Engineer**Experience:**

Six or more (6+) years of experience related to the development and maintenance of computer systems, including four years maintaining networks.

Functional Responsibility:

Performs a variety of network engineering tasks, either independently or under supervision, which are broad in nature and are concerned with the design and implementation of integrated networks, including personnel, hardware, software, and support facilities and/or equipment. Supervises team of Network Engineers through project completion. Plans and performs network engineering research, design development, and other assignments in conformance with network design, engineering and customer specifications. Responsible for major technical/engineering projects of higher complexity and importance than those normally assigned to lower level engineers. Coordinates the activities of Network Engineers and Network Technicians assigned to specific network engineering projects.

Education:

Bachelors degree in Computer Science, professional certification or equivalent experience.

027 - Network Engineer**Experience:**

Two or more (2+) years of experience related to the development and maintenance of computer systems, including 1 year maintaining networks.

Functional Responsibility:

Under supervision performs a variety of network engineering tasks which are broad in nature and are concerned with the design and implementation of integrated networks, including personnel, hardware, software and support facilities and/or equipment. Performs with some latitude for un-reviewed actions and decisions. Plans and performs network engineering research, design development, and other assignments in conformance with network design, engineering and customer specifications. Responsible for the technical/engineering part of a major project or a project of lesser complexity and importance than those normally assigned to a higher level engineer.

Education:

Bachelors degree in Computer Science, professional certification or equivalent experience.

028 - Systems Analyst**Experience:**

Two or more (2+) years of experience in the development and analysis of system inputs and outputs for improving their accuracy, suitability, and quality.

Functional Responsibility:

Performs technical and systems utilization analysis associated with general computer operations. Analyzes automated information system inputs, outputs, and processes to improve their accuracy, suitability, and quality, and to resolve operational or technical problems. Assists in the performance of requirements analysis and design and development of information systems, as well as system utilization techniques, procedures, and standards.

Education:

Bachelors degree in Business, Engineering, Computer Science, professional certification or equivalent experience.

6. LABOR RATES

Period: Labor Category		12/29/2007 - 12/28/2008	12/29/2008 - 12/28/2009	12/29/2009 - 12/28/2010
		Government Net Rate	Government Net Rate	Government Net Rate
1	Consulting System Advisor	\$ 180.85	\$ 186.28	\$ 191.87
2	Sr. Systems Advisor	\$ 140.35	\$ 144.56	\$ 148.89
3	Sr. Program Manager	\$ 115.90	\$ 119.38	\$ 122.96
4	Sr. Functional Analyst	\$ 121.64	\$ 125.29	\$ 129.05
5	Sr. Applications Specialist	\$ 95.39	\$ 98.25	\$ 101.19
6	Technology Analyst	\$ 70.00	\$ 72.10	\$ 74.26
7	Internet Specialist	\$ 81.68	\$ 84.13	\$ 86.65
8	Systems Advisor	\$ 83.26	\$ 85.76	\$ 88.33
9	Technology Consultant	\$ 77.49	\$ 79.81	\$ 82.21
10	Functional Analyst	\$ 74.91	\$ 77.16	\$ 79.47
11	Applications Specialist	\$ 74.39	\$ 76.62	\$ 78.92
12	Systems Technician	\$ 53.27	\$ 54.87	\$ 56.51
13	Data Management Specialist	\$ 50.55	\$ 52.07	\$ 53.63
14	Administrative Support	\$ 33.82	\$ 34.84	\$ 35.88
15	Subject Matter Expert - Level V	\$ 322.40	\$ 333.04	\$ 344.03
16	Subject Matter Expert - Level IV	\$ 287.14	\$ 296.62	\$ 306.40
17	Subject Matter Expert - Level III	\$ 231.73	\$ 239.38	\$ 247.28
18	Subject Matter Expert - Level II	\$ 206.54	\$ 213.36	\$ 220.40
19	Subject Matter Expert - Level I	\$ 156.16	\$ 161.31	\$ 166.64
20	Senior Knowledge Architect	\$ 141.05	\$ 145.70	\$ 150.51
21	Senior Systems Architect	\$ 146.09	\$ 150.91	\$ 155.89
22	Sr. Systems Engineer	\$ 136.01	\$ 140.50	\$ 145.13
23	Knowledge Architect	\$ 123.92	\$ 128.01	\$ 132.23
24	Systems Architect	\$ 120.90	\$ 124.89	\$ 129.01
25	Sr. Systems Administrator	\$ 100.75	\$ 104.07	\$ 107.51
26	Sr. Network Engineer	\$ 82.62	\$ 85.35	\$ 88.16
27	Network Engineer	\$ 70.53	\$ 72.86	\$ 75.26
28	Systems Analyst	\$ 75.56	\$ 78.05	\$ 80.63

**7. USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Automation Technology 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 Shelia Corbett, Voice: (703) 883-1410, Fax: (703) 883-1435, scorbett@ati4it.com, 8219 Leesburg Pike Suite 401 Vienna, VA 22182.

**8. BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
 BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.
-

9. BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

10. PRICING - Paraben Corporation

SIN	Part Number	Description	GSA Price	Warranty	PP
132-33	P2C	P2 Commander	\$ 793.51	60 days	US
132-33	P2CK	P2 Commander Kit Includes: Forensic Replicator, Decryption Enterprise Edition, Case Agent Companion	\$ 1,502.79	60 days	US
132-34	P2CS	P2 Commander Subscription	\$ 159.59	1 year	US
132-34	P2CKS	P2 Commander Kit Subscription	\$ 301.44	1 year	US
132-50	CGPS	Cellular/GPS Signal Training Class	\$ 1,221.21	None	US