Information Technology Schedule Price List





Section 508 Accessibility Professional Services

Instructus Media, Ltd. 2638 Kerrybrook CT., Ste. 102 San Antonio, Texas 78230-4557 Local: (210) 288-4372 Toll Free: (855) 246-4842 Fax: (210) 957-8510

contracting@instructusmedia.com www.instructusmedia.com

Point of Contact Ann Johnston (210) 288-4372 Ext. 420 ajohnston@instructusmedia.com

Company Data Established: 1998 Incorporated: 2004 General Partner: Instructus, Inc.

DUNS: 14-259-8775

Business Size: Small Business, Woman-Owned Business, SBA Certified Small Disadvantaged Business



GSA Schedule Contract Authorized Federal Acquisition Service

General Purpose Commercial Information Technology Equipment, Software and Services

Services and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage![®] by accessing the Federal Acquisition Service website: https://www.GSAAdvantage.gov.

Schedule: Multiple Award Schedule (MAS)

Contract No.: GS-35F-0241U Contract Period: December 23, 2014 – February 6, 2023

Modification Number: A812 Effective Date: July 13, 2020

Special Item No. 54151S Information Technology Professional Services Special Item No. OLM Order-Level Materials (OLM)

For more information on ordering from Federal Supply Schedules, visit: https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers.

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: Offeror's 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 performed by the publisher or manufacturer or one of their authorized agents.

About Instructus Media

Instructus Media Ltd. is a Woman-Owned Small Business (WOSB) providing a full spectrum of customized multimedia and system integration services. In this highly competitive, quick-paced, knowledge-based market that requires multi-faceted employees with robust cutting edge skills, our team comes through.

Goal

Our goal is to meet the needs of our clients and exceed their expectations through the quality of our products and services.

Core Competencies

Training Solutions

- Frontend analysis and training evaluations
- Courseware design and development
- Courseware hosting
- Audio and HD video production
- 2D and 3D animation

Information Management Solutions

- Database development and management
- Webmaster services

- Help desk
- Custom web based applications
- Website and application hosting
- SaaS hosting

Section 508 – Accessibility Remediation Services

- Electronic documents (PDF, Word, PowerPoint, Excel, InDesign, etc.)
- Video (Internet content, national broadcast)
 - Transcription services
 - Closed Captioning in any format
 - Descriptive audio
- Flash removal
- Animations, and interactions
- VR and AR development
- Applications

Information 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 Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Acquisition Service Schedules, and to report accomplishments against these goals.

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

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

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

a. 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.
- [X] The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Address - Ordering and Payment:

Ordering:

Instructus Media, Ltd. 2638 Kerrybrook Ct, Suite 102 San Antonio, Texas 78230-4557

Payment:

Instructus Media, Ltd. 2638 Kerrybrook Ct, Suite 102 San Antonio, Texas 78230-4557

Contractors are required to accept credit cards for payments equal to or less than the micropurchase 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:

Phone: (210) 288-4372 Fax: (210) 975-8510

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: Order/Modification Under Federal Acquisition Services Schedule
Block 16: Data Universal Numbering System: 142598775
Block 30: B. Other Small Business
Block 31: Woman-Owned Small Business – Yes
4a. Cage Code: 3QFW1
4b. Instructus Media has registered with the CCR 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 NUMBERDELIVERY TIME (Days ARO)54151S, OLM"To Be Negotiated Between Contractor and the Ordering Agency"

b. Urgent Requirements: When the Federal Acquisition Service 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: None.
- b. Quantity: None.
- c. **Dollar Volume:** None.
- d. **Government Educational Institutions:** Government Educational Institutions are offered the same discounts as all other Government customers.
- 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

Not applicable; only services are provided under this contract

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.00

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

The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:

Special Item Number: 54151S - Information Technology (IT) Professional Services Special Item Number: OML - Order-Level Materials (OLM)

12. Ordering Procedures for Federal Acquisition Service 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 (FEDSTDS), 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 FEDSTDS 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. C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

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

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

15. Contract Administration for Ordering Activities.

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (I) 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.: Chrome). The address is https://www.gsa.gov/about-us/organization/federal-acquisition-service

17. Purchase of Open Market Items.

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Acquisition Service Schedule contract.

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

- All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Acquisition Service 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 Acquisition Service Schedule is fair and reasonable;
- 3) The items are clearly labeled on the order as items not on the Federal Acquisition Service Schedule; and
- 4) All clauses applicable to items not on the Federal Acquisition Service 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.
 - 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:

Not applicable.

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).

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Acquisition Service Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Acquisition Service Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Acquisition Service Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation.

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 54151S.

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:

http://www.instructusmedia.com

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

24. Prime Contractor Ordering From Federal Acquisition Service Schedules.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Acquisition Service 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 Acquisition Service 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 Acquisition Service 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)

Information Applicable To Information Technology (IT) Professional Services (Special Item Number 54151S, OLM)

1. Scope.

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services and OLM Order-Level Materials (OLM) 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. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. 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. d. The above procedures do not apply to Time and Material or labor hour orders.

3. Order

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. Performance of Services

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and

take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

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

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

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

6. Inspection of Services.

The Inspection of Services–Fixed Price (AUG 1996) 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) 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 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 ITC 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 (Alternate I (APR 1984)) at FAR 52.232-7 apply to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

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. Services.

Instructus Media, Ltd. is a San Antonio based IT firm, establish in 1998 and incorporated in 2003. Instructus Media's IT staff are experienced professionals who can address complex business problems with insight and best practices to provide a full range of professional services in web development and networking. Specializing in the most current computing environments, Instructus Media focuses on web and course development, as well as performance management systems.

Instructus Media can provide your agency with quick and reliable web and course hosting, as well.

Instructus Media has earned the respect of Government Agencies and has continued long, beneficial relationships. Instructus Media professionals are confident that their personal goals and achievements are recognized and, in return, provide unparalleled return for their clients. Instructus Media principals' have over 20 years' experience in the design, development and management of web/computer based training and applications. They have managed and developed hundreds of projects and always finished under budget and on time. The majority of their work experience has been developing web/CD/DVD ROM based training for government agencies. Instructus Media is familiar with development standards, programming of accessible products (Section 508 and VA Directive 6102) and using Instructional Systems Development (ISD) techniques to create effective on the job training.

b. Descriptions of Commercial Job Titles

IML0101: Program Manager

Functional Responsibility: Responsible for the management of multiple inter-dependent projects. Oversees all aspects of assigned programs throughout project lifecycles to ensure completion within the defined scope, quality, time, and cost constraints. Ensures accurate allocations of resources throughout the program. Leads multi-disciplinary teams, composed of various levels of personnel, vendors, and clients to create and deploy successful programs.

Required Experience: Five years total experience performing the functions stated above.

Required Education: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other related discipline. Four years of documented relevant experience or an Associate's Degree together with two years of documented relevant experience, may be substituted for the Bachelor's Degree.

IML0102: Project Manager

Functional Responsibility: Serves as the central point of contact for a particular delivery/task order and interfaces with the Government's Technical Representative. Establishes and enforces procedures to assure that the task is performed in accordance with applicable standards, quality requirements, estimated costs, and schedules. Coordinates development, quality assurance, configuration management, documentation support, software maintenance, and daily supervision of subordinates. Prepares reports and delivers briefings on the status of task assignments to contract management personnel and technical points of contact. Reviews work of subordinates, resolves discrepancies, prioritizes work, and accommodates changes.

Required Experience: Four years total experience including complete project development from inception to deployment with a demonstrated ability to provide guidance and direction in tasks of similar scope and complexity.

Required Education: Bachelor's Degree in a recognized technical, engineering, scientific, managerial, business, or other related discipline. Four years of documented relevant experience or an Associate's Degree together with two years of documented relevant experience, may be substituted for the Bachelor's Degree.

IML0201: Contract Administrator

Functional Responsibility: Primarily responsible for supporting technical analysis and verifying the accuracy of contractor invoices and ensuring customer agencies received full and accurate services and features as requested. This includes analyzing contractor invoices and customer inventories of service and equipment and service orders to assure rates are correct and in compliance with the quoted prices and dates of service. They are also responsible for invoice and inventory reconciliation and advising the customer of discrepancies that could affect payment of invoices.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0301: Information Architect

Functional Responsibility: Applies knowledge of computer concepts and techniques to develop and implement automated solutions to engineering, scientific, or business data acquisition and management problems. Uses scientific and engineering logic to independently identify conceptual or theoretical solutions to problems of computer hardware or software design and operation. Develops alternative approaches to design, test, and evaluation techniques for solving automation problems. Evaluates and recommends optimum solutions balancing specific project needs with economic constraints. Interfaces with and uses micro, mini, and main computer systems in addressing project objectives. Formulates architectural design, functional specification, interfaces and documentation of computer systems considering system interrelationships, operating modes, and equipment configurations. Responsible for developing project plans, justifications, guidelines, and controls.

Required Experience: Four years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering or related field. Four years of relevant experience may be substituted for the Bachelor's Degree.

IML0302: Usability Specialist

Functional Responsibility: The Usability Specialist shall conduct user research and usability activities for internal and client-facing web-based sites and instructional products. Conduct user research (including user interviews, contextual inquiries, field studies, and surveys) and usability testing activities for a project. Collaborate with clients, subject matter experts, information architects, multimedia producers and project managers throughout the design life cycle to ensure usability and design quality. Plan usability activities, determine appropriate methodologies, collect data, summarize findings, and report results to management and project teams. Identifies, prioritizes, and tracks usability issues and make design recommendations. Utilizes his or her knowledge of design principles to conduct heuristic evaluations of sites when appropriate. Contribute to the creation and implementation of design standards and to the promotion of user-centered design.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0303: Accessibility (Section 508) Specialist

Functional Responsibility: Performs audits, and validation testing on various digital assets (documents, websites). Remediates and or recommends remediation for all accessibility violations discovered in audits. This role has deep knowledge and expertise in Web Content Accessibility Guidelines (WCAG) and Section 508 requirements of the 1973 Rehabilitation Act (as amended). Prepares and conducts training on section 508 related topics to internal staff and customers.

Required Experience: Five years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0304: Quality Assurance Specialist

Functional Responsibility: Under general direction, carries out procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Performs and leads tests of software to ensure proper operation and freedom from defects. May create test data for applications. Documents and works to resolve all complex problems. Reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Acts as information resource about assigned areas to technical writers and other Quality Assurance Analysts. Performs complex work flow analysis and recommends quality improvements.

Required Experience: Five years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0401: Instructional System Designer III

Functional Responsibility: Applies the principles and techniques of the instructional systems design methodology to develop and deliver training materials and programs. Training materials include user guides, training manuals, instructor manuals, reference guides, and system documentation for software, network, and database applications. Performs individual and classroom training for the use of computer hardware and software.

Required Experience: Five years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0402: Instructional System Designer II

Functional Responsibility: Applies the principles and techniques of the instructional systems design methodology to develop and delivery training materials and programs. Training materials include user guides, training manuals, instructor manuals, reference guides, and

system documentation for software, network, and database applications. Performs individual and classroom training for the use of computer hardware and software.

Required Experience: Four years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0403: Instructional System Designer I

Functional Responsibility: Applies the principles and techniques of the instructional systems design methodology to develop and delivery training materials and programs. Training materials include user guides, training manuals, instructor manuals, reference guides, and system documentation for software, network, and database applications. Performs individual and classroom training for the use of computer hardware and software.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0404: Content Developer / Technical Writer

Functional Responsibility: Formulates and defines system scope and objectives. Prepares detailed specifications for programs. Designs, develops, tests, debugs and documents programs. Experience developing content and storyboards for computer-based multimedia training, video scripts, audiotape scripts, or web-based training. Experienced using web-based technologies and has a thorough knowledge of XML, HTML, PhotoShop, Illustrator, Visual Basic, Java, and or other design and or developer-related applications, systems analysis and programming activities.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0405: Script Writer

Functional Responsibility: Gathers, analyzes and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents (scripts) to be used by technical and non-technical personnel.

Preparation of technical documentation for assigned projects in accordance with defined industry standards and requirements defined by individual task orders. Provides functional guidance, supervision, educational and technical support and quality assurance/quality control as necessary. Supports senior staff as required and ensures customer requirements and project milestones are met.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelor's Degree in Journalism, Communication, Acting, Arts Management or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0501: Software Engineer III

Functional Responsibility: Under general direction, develops, tests, maintains, and supports high- performance, innovative web-based applications. Responsible for analyzing and troubleshooting complex software problems and providing solutions to overcome those problems using the latest technologies.

Provides recommendations for application and system improvements. Has a strong knowledge of developing web sites and applications using a variety of technologies.

Required Experience: Five years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0502: Software Engineer II

Functional Responsibility: Under general direction, develops, tests, maintains, and supports high- performance, innovative web-based applications. Responsible for analyzing and troubleshooting complex software problems and providing solutions to overcome those problems using the latest technologies.

Provides recommendations for application and system improvements. Has a strong knowledge of developing web sites and applications using a variety of technologies.

Required Experience: Three years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0503: Software Engineer I

Functional Responsibility: Under direct supervision, develops, tests, maintains, and supports high- performance, innovative web-based applications. Responsible for analyzing and troubleshooting complex software problems and providing solutions to overcome those problems using the latest technologies.

Provides recommendations for application and system improvements. Has a strong knowledge of developing web sites and applications using a variety of technologies.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0504: Database Engineer III

Functional Responsibility: Design, develop and deliver/implement data solutions to include: architecture design, prototyping of concepts to proof of concept, development of standards, design and development of test plans, code and module design, development and testing, data solution debugging, design and implementation of a solution that follows efficient design techniques and development that meets and exceeds the intent of the design of the data solution. Effectively manages day-to-day tasks/activities in coordination with a team of developers to effectively meet the deliverables and schedule of a data solution components within a larger application project. Lends support to various business and technology teams as necessary during design, development and delivery to ensure solid, scalable, robust solutions. Supports and maintains data and database systems to meet business delivery specifications and needs. Applies basic knowledge of programming techniques. Documents programs according to government standards and procedures.

Required Experience: Five years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. Four years of relevant experience may be substituted for the Bachelor's Degree.

IML0505: Database Engineer II

Functional Responsibility: Design, develop and deliver/implement data solutions to include: architecture design, prototyping of concepts to proof of concept, development of standards, design and development of test plans, code and module design, development and testing, data solution debugging, design and implementation of a solution that follows efficient design

techniques and development that meets and exceeds the intent of the design of the data solution. Effectively manages day-to-day tasks/activities in coordination with a team of developers to effectively meet the deliverables and schedule of a data solution components within a larger application project. Lends support to various business and technology teams as necessary during design, development and delivery to ensure solid, scalable, robust solutions. Supports and maintains data and database systems to meet business delivery specifications and needs. Applies basic knowledge of programming techniques. Documents programs according to government standards and procedures.

Required Experience: Three years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. Four years of relevant experience may be substituted for the Bachelor's Degree.

IML0506: Database Engineer I

Functional Responsibility: Design, develop and deliver/implement data solutions to include: architecture design, prototyping of concepts to proof of concept, development of standards, design and development of test plans, code and module design, development and testing, data solution debugging, design and implementation of a solution that follows efficient design techniques and development that meets and exceeds the intent of the design of the data solution. Effectively manages day-to-day tasks/activities in coordination with a team of developers to effectively meet the deliverables and schedule of a data solution components within a larger application project. Lends support to various business and technology teams as necessary during design, development and delivery to ensure solid, scalable, robust solutions. Supports and maintains data and database systems to meet business delivery specifications and needs. Applies basic knowledge of programming techniques. Documents programs according to government standards and procedures.

Required Experience: Two years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. Four years of relevant experience may be substituted for the Bachelor's Degree.

IML0601: Multimedia Developer III

Functional Responsibility: Gives a multimedia product its functionality by writing computer programs or creating websites that draw together multimedia features, such as text, sound, graphics, digital photography, 2D/3D modeling, animation and video, according to a designer's specification. Multimedia products work on particular 'platforms', predominantly the internet,

as well as interactive television, information kiosks, DVDs, CD-ROMs, computer games consoles and mobile phones. The role demands a combination of both creative and technical skills. The term multimedia is used interchangeably with other terms such as new media, interactive media, digital media and online/internet services.

Required Experience: Five years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0602: Multimedia Developer II

Functional Responsibility: Gives a multimedia product its functionality by writing computer programs or creating websites that draw together multimedia features, such as text, sound, graphics, digital photography, 2D/3D modeling, animation and video, according to a designer's specification. Multimedia products work on particular 'platforms', predominantly the internet, as well as interactive television, information kiosks, DVDs, CD-ROMs, computer games consoles and mobile phones. The role demands a combination of both creative and technical skills. The term multimedia is used interchangeably with other terms such as new media, interactive media, digital media and online/internet services.

Required Experience: Three years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0603: Multimedia Developer I

Functional Responsibility: Gives a multimedia product its functionality by writing computer programs or creating websites that draw together multimedia features, such as text, sound, graphics, digital photography, 2D/3D modeling, animation and video, according to a designer's specification. Multimedia products work on particular 'platforms', predominantly the internet, as well as interactive television, information kiosks, DVDs, CD-ROMs, computer games consoles and mobile phones. The role demands a combination of both creative and technical skills. The term multimedia is used interchangeably with other terms such as new media, interactive media, digital media and online/internet services.

Required Experience: Two years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0604: Editor

Functional Responsibility: The Editor works under the supervision of the director to assemble the audio/video assets. Specific duties include: assembly of footage into successive cuts until a final cut is reached. Assists with color correction and other post-production effects. Produces the output of the final cut to whatever digital format is required to support the project. The editor may assist with logging and capturing media, preparing offline edit timelines for the director, and assisting with compression and multi-format output.

Required Experience: Five years total experience in the functions described above.

Required Education: Bachelor's Degree in Journalism, Communication, Acting, Arts Management or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0701: Accessibility (Section 508) Document Editor

Functional Responsibility: Responsible for overseeing and implementing the Rehabilitation Act of 1973, Section 508 requirements for design and editing of documents and presentation slides. Requires expert knowledge of 2D graphic design and implementation. Demonstrated ability to convert documents and slide presentation into 508 compliant presentation products (Microsoft Word documents, Portable Document Format (PDF), Microsoft PowerPoint, etc.). Experience working with content experts and project managers, and producers in the design and development of Section 508 compliant products.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0702: Accessibility (Section 508) Graphic Designer

Functional Responsibility: Supports the development of all contract deliverables and reports by developing and updating graphics presentations to improve the quality and enhance the usability of these documents. Responsible for integrating the graphics generated with automated tools and the deliverable documents.

Required Experience: Two years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0703: Consultant III

Functional Responsibility: Provides Subject Matter Expertise in curriculum subject matter. Lead functional level consultant on projects applying best practices and methodologies from their domain of expertise. Provides advice and guidance on complex technical issues and makes recommendations. Is recognized as thoroughly experienced and knowledgeable within their area of responsibility.

Required Experience: Fifteen years total experience performing functions stated above.

Required Education: MA, MS degree in computer science, information systems, engineering, mathematics, management, education, or related field. A BA or BS degree in any of these fields plus an additional three years of relevant experience may be substituted for the Master's Degree requirement.

IML0704: Consultant II

Functional Responsibility: Provides Subject Matter Expertise in curriculum subject matter. Lead functional level consultant on projects applying best practices and methodologies from their domain of expertise. Provides advice and guidance on complex technical issues and makes recommendations. Is recognized as thoroughly experienced and knowledgeable within their area of responsibility.

Required Experience: Twelve years total experience performing functions stated above.

Required Education: MA, MS degree in computer science, information systems, engineering, mathematics, management, education, or related field. A BA or BS degree in any of these fields plus an additional three years of relevant experience may be substituted for the Master's Degree requirement.

IML0705: Consultant I

Functional Responsibility: Provides Subject Matter Expertise in curriculum subject matter. Lead functional level consultant on projects applying best practices and methodologies from their domain of expertise. Provides advice and guidance on complex technical issues and makes recommendations. Is recognized as thoroughly experienced and knowledgeable within their area of responsibility.

Required Experience: Ten years total experience performing functions stated above.

Required Education: MA, MS degree in computer science, information systems, engineering, mathematics, management, education, or related field. A BA or BS degree in any of these fields plus an additional three years of relevant experience may be substituted for the Master's Degree requirement.

IML0801: Director / Producer

Functional Responsibility: The Director is responsible for creatively translating the course storyboard into actual images and sounds on the screen. Functions as the lead creative artist on set. He or she will communicate with the talent on what is exactly required to convey a particular scene. Additionally, the Director manages the technical aspects of filming, including the camera, sound, lighting, and design. He or she will communicate with the talent what is exactly needed to convey a particular scene. Often times the Director/Producer will be heavily involved in the casting, script editing, scene selection, and shot composition.

Required Experience: Five years total experience performing the functions stated above.

Required Education: Bachelor's Degree in Journalism, Communication, Acting, Arts Management or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0802: Videographer

Functional Responsibility: Under general supervision, assists eLearning Project Manager with video shoots related to courseware content. Sets up audio and video equipment for in –house and external location shots. Operates video cameras, video switcher, audio console, audio and video equipment to produce final media professional quality courses. Use post production software (i.e. Adobe After Effects) to record, edit, and generate special video and audio effects for completed masters; perform as media editor to produce professional products.

Required Experience: Two years total experience performing the functions stated above.

Required Education: High School Diploma

IML0803: Audio Engineer

Functional Responsibility: Under general supervision, assists in audio-visual productions by working with producers and directors on the design, installation, and positioning of sets and props, as directed. May advise speakers and presenters on media alternatives. Delivers, sets up, tests, and operates audio- visual equipment for organization projects. Maintains equipment and troubleshoots equipment problems.

Required Experience: Two years total experience performing the functions stated above.

Required Education: High School Diploma

IML0804: Actor (on screen)

Functional Responsibility: On screen talent for recording video scenes relevant to a particular course. Communicates a character and/or situations to an audience through speech, body language and movement. This usually involves interpreting the work of an Instructional System Designer (course author) under the support of a director. Some work may require the actor to devise a character or improvise the reactions of a character to a situation.

Required Experience: Five years total experience performing the functions stated above.

Required Education: High School Diploma

IML0805: Narration / Voice Actor (off screen)

Functional Responsibility: Voice talent used for recording narration, voiceovers or acting out audio driven scenes. A variety of vocal qualities are required to fit specific roles.

Required Experience: Two years total experience performing the functions stated above.

Required Education: High School Diploma

IML0901: System Administrator III

Functional Responsibility: Under general direction, responsible for activities related to system administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system.

Required Experience: Five+ years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelor's Degree.

IML0902: System Administrator II

Functional Responsibility: Under general supervision, responsible for installing, configuring, and maintaining operating system workstations and servers, including web servers, in support of business processing requirements. Performs software installations and upgrades to operating systems and layered software packages. Schedules installations and upgrades and maintains them in accordance with established IT policies and procedures. Monitors and tunes the system to achieve optimum performance levels. Ensures workstation/server data integrity

by evaluating, implementing, and managing appropriate software and hardware solutions. Ensures data/media recoverability by implementing a schedule of system backups and database archive operations. Supports media management through internal methods and procedures or through offsite storage and retrieval services. Develops and promotes standard operating procedures. Conducts routine hardware and software audits of workstations and servers to ensure compliance with established standards, policies, and configuration guidelines. Develops and maintains a comprehensive operating system hardware and software configuration database/library of all supporting documentation.

Required Experience: Three years total experience performing the functions stated above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelor's Degree.

IML0903: System Administrator I

Functional Responsibility: Under direct supervision, maintains integrity of the operating system environment. Performs system software upgrades including planning and scheduling, testing, and coordination. Performs workstation and server administration setup. Coordinates disk space planning and management. Maintains growth statistics, space forecasts, tape libraries, and software and hardware inventories. Performs data backups and recoveries. Monitors and maintains continuity with system software licensing and maintenance agreements. Provides recommendations regarding hardware and system software planning and budgeting. Maintains production change control schedule and participates in change control.

Required Experience: Two years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

IML0904: Network Engineer III

Functional Responsibility: Under general direction, manages the purchase, installation, and support of network communications, including LAN/WAN systems. Responsible for evaluating current systems. Works on complex problems where analysis of situation requires in-depth evaluation of various factors. Plans large scale systems projects through vendor comparison and cost studies. Provides work leadership and training to lower level network engineers. Requires expert knowledge of LAN/WAN systems, networks and applications.

Required Experience: Five years in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. An additional four years of relevant experience may be substituted for the Bachelor's Degree.

IML0905: Network Engineer II

Functional Responsibility: Under general supervision, oversees the purchase, installation, and support of network communications, including LAN/WAN systems. Works on problems of diverse scope where analysis of situation requires evaluation and judgment. Responsible for evaluating current systems.

Assists in the planning of large scale systems projects through vendor comparison and cost studies. Requires thorough knowledge of LAN/WAN systems, networks, and applications.

Required Experience: Three years in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems management, mathematics, engineering, or related field. Four years of relevant experience may be substituted for the Bachelor's Degree.

IML0906: Network Engineer I

Functional Responsibility: Under direct supervision, assists with the installation and support of network communications, including LAN/WAN systems. Follows standard practices and procedures in analyzing situations involving readily identifiable problems. Assists in the planning of large scale systems projects through vendor comparison and cost studies. Requires knowledge of LAN/WAN systems, networks, and applications.

Required Experience: Two years total experience in the functions described above.

Required Education: Bachelor's Degree in computer science, information systems, mathematics, management, education, or related field. Four years of relevant experience may be substituted for the degree requirement.

c. Pricing

GSA Labor Rates

Prices are Net, all discounts have been deducted.

Standard GSA Pricing

| ID | Labor Category | Rate | |
|---------|-----------------|------|----------|
| IML0101 | Program Manager | | \$160.51 |

| IML0102 | Project Manager | \$122.12 |
|---------|--|----------|
| IML0201 | Contract Administrator | \$62.31 |
| IML0301 | Information Architect | \$105.91 |
| IML0302 | Usability Specialist | \$94.02 |
| IML0303 | Accessibility (Section 508) Specialist | \$94.02 |
| IML0304 | Quality Assurance Specialist | \$86.75 |
| IML0401 | Instructional System Designer III | \$105.91 |
| IML0402 | Instructional System Designer II | \$87.76 |
| IML0403 | Instructional System Designer I | \$79.99 |
| IML0404 | Content Developer / Technical Writer | \$87.52 |
| IML0405 | Script Writer | \$81.50 |
| IML0501 | Software Engineer III | \$95.33 |
| IML0502 | Software Engineer II | \$85.80 |
| IML0503 | Software Engineer I | \$76.26 |
| IML0504 | Database Engineer III | \$105.91 |
| IML0505 | Database Engineer II | \$87.76 |
| IML0506 | Database Engineer I | \$79.99 |
| IML0601 | Multimedia Developer III | \$91.18 |
| IML0602 | Multimedia Developer II | \$79.29 |
| IML0603 | Multimedia Developer I | \$68.95 |
| IML0604 | Editor | \$105.91 |
| IML0701 | Accessibility (Section 508) Document Editor | \$84.11 |
| IML0702 | Accessibility (Section 508) Graphic Designer | \$84.11 |
| IML0703 | Consultant III | \$186.39 |
| IML0704 | Consultant II | \$163.08 |
| IML0705 | Consultant I | \$139.80 |
| IML0801 | Director / Producer | \$122.12 |
| IML0802 | Videographer | \$116.50 |

GSA Mission Oriented Business Integrated Services (MOBIS): GS-02F-011CA | Page 34 of 40

| IML0803 | Audio Engineer | \$91.79 |
|---------|--------------------------------------|----------|
| IML0804 | Actor (on screen) | \$94.02 |
| IML0805 | Narration / Voice Actor (off screen) | \$79.63 |
| IML0901 | System Administrator III | \$110.43 |
| IML0902 | System Administrator II | \$95.52 |
| IML0903 | System Administrator I | \$91.34 |
| IML0904 | Network Engineer III | \$95.33 |
| IML0905 | Network Engineer II | \$85.80 |
| IML0906 | Network Engineer I | \$76.26 |

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Instructus Media, Ltd. 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 demonstrates 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 **Ann Johnston**, phone: (210) 288-4372, www.instructusmedia.com, Fax: (210) 957-8510.

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL ACQUISITION SERVICE 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 Acquisition Service Schedule Contract(s) ______.

Federal Acquisition Service 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 Acquisition Service 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 |
|--|---|
| | TOMER NAME) JRCHASE AGREEMENT |
| | e Schedule Contract Number(s), tor agrees to the following terms of a Blanket /ITH (Ordering Activity): |
| BPA are subject to the terms and conditions | ered under this BPA. All orders placed against this s of the contract, except as noted below: *SPECIAL BPA DISCOUNT/PRICE |
| (2) Delivery: DESTINATION | DELIVERY SCHEDULES / DATES |
| (3) The ordering activity estimates, but does through this agreement will be | es not guarantee, that the volume of purchases |
| earlier. | _ or at the end of the contract period, whichever i |
| (6) The following office(s) is hereby authoriz OFFICE | zed to place orders under this BPA: POINT OF CONTACT |
| (7) Orders will be placed against this BPA via | ia Electronic Data Interchange (EDI), FAX, or paper |

GSA Mission Oriented Business Integrated Services (MOBIS): GS-02F-011CA | Page 38 of 40

(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 Acquisition Service Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

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

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Acquisition Service Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

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

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

Participation in a Team Arrangement is limited to Federal Acquisition Service 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 Acquisition Service Schedule Contractors may individually meet the customer's needs, or –
- Federal Acquisition Service Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.