



General Services Administration

Authorized Federal Supply Schedule

Contract Number GS-35F-0315S

Schedule 70

SIN 132-51



Corporate Headquarters:
107 Carpenter Drive, Suite 200
Sterling, VA 20164-4448
Office - 703.481.3035

www.ecomnets.com



Mission Statement

Ecomnets focuses on enterprise technologies with principal emphasis on business rules management, business process management and IT Governance. Our goal is to secure processes and applications together to create meaningful goals that reshape organizational methods and positively affect outcomes. Ecomnets mission is to assist our customers to become leaders by providing complete state-of-the-art solutions for advanced software development.

Corporate Culture

EcomNets is recognized as a leading Business Rules Integration, Business Process Management and IT Governance consulting company that develops highly-innovative, rapidly-implemented, and extremely cost effective enterprise integration solutions. These solutions are currently delivered to a wide range of Information Technology (IT) clients within the Fortune 2000 and government agencies.

At EcomNets, we differentiate ourselves from our competitors by our proven, reliable delivery of innovative and creative solutions to each client's individual organizational and technological needs. Our methodologies allows us to execute rapid, reliable, and measurable solutions that stimulate change while successfully managing what can be a very daunting process.

Our consulting philosophy includes:

- Solve the business issue and customer problem - don't just "install the technology."
- Use business drivers (cost, speed, and quality) and customer priority to make project decisions and set priorities.
- Manage the project onsite where communication is critical; develop offsite, when possible, to reduce costs.
- Dedicate consultants to one client for more efficient and rapid execution.
- Manage client expectations by consistent checks and iterations.

**We offer the following services under Schedule 70:
SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D308 Programming Services

Ecomnets Inc provides code analyses and provides cost/schedule estimates to perform analyses; updating existing code; creating new code; installing software and performing training on new systems/software; and performing other programming services as required.

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Systems Installation: Ecomnets offers complete installation services for networks, end use computing systems, and COTS and custom software. The installation includes, but is not limited to: analysis of system being installed; identification of all needed materials, software and hardware; design of a comprehensive testing and verification plan; coordination with all affected organizations; full hardware and software installation; execution of the system test plan; participation in user acceptance test; and post installation reviews. For each project, Ecomnets furnishes complete documentation and deliverables in accordance with the approved methodology for users and system personnel.

Strategic Information Technologies Planning, Program Assessment and Studies:

Ecomnets offers services to support the development and implementation of information technologies, strategies and architectures. Services include program planning and assessment, risk/trade-off analyses, requirements analyses, alternative analyses, and feasibility studies. Unique industry expertise may be provided in specialty areas. Services would include Business Rules Implementation and Management, Business Process Management and IT Governance Management and Implementation.



Enterprise Technology

The Ecomnets Integration Methodology (EIM) emphasizes execution and delivery. Project plans are tailored to the agency's specific requirements and carried out by a team of seasoned professionals. Concrete deliverables allow regular measurement of progress against time and budget objectives.

EIM utilizes a phased delivery approach. In the initial phase, it identifies and delivers functionality that is essential to meeting requirements that result in high yields. This initial phase provides for rapid delivery and scope control by allowing non-essential requirements to be deferred to later phases. Planning for subsequent phases is enhanced by the knowledge gained from exposure to the actual production environment.

EIM is a set of proven, well-defined processes that guide the project team through a lean, efficient implementation. Agency domain experts are an integral part of EIM and are involved in all aspects of the project. Knowledge transfer begins at project kickoff and continues through rollout, ensuring agency self-sufficiency. EcomNets' personnel are experienced in a variety of data and process modeling, business rules, and workflow methodologies. Whatever the challenge, EcomNets has the expertise to integrate your processes into a synergistic system, including the following:

Business Rules Implementation

Business Rules represent core organizational concepts and policies. They are basic "vocabulary" and logic that control or guide business behavior. They indicate what is possible or desirable in running a business - and what is not. They are the essence of business know-how.

In many organizations, vital rules are locked away in legacy systems - or in the heads of a few critical workers. The first challenge is simply tracking them down, determining spheres of influence, and documenting them. After the rules inventory is conducted, then corporate rules can be deployed far more rapidly and effectively than most professionals have even begun to imagine.

The Ecomnets Difference: Separating organization rules from data and application layers promotes reuse of existing code, minimizes redundancy of data and processes, and permits interoperability and scalability of all technical architectures. EcomNets is well-versed in business rules development, domain knowledge capture, inference engine application, and workflow analysis and our consultants provide powerful expertise for:

- Effective optimization of rules.
- Reusability of existing enterprise logic.
- Exponential improvement in maintenance productivity.
- Enhanced application development productivity.
- High performance, scalability and reliability.

Business Process Management

A business process entails the execution of a sequence of one or more process steps; it is the complete response that an organization makes to an event. It has a clearly defined deliverable or outcome.

Further, it is defined by the event that triggers the process, the inputs and outputs, all the operational steps required to produce the output, the sequential relationship between the process steps, the organizational decisions that are part of the event response, and the flow of material and/or information between process steps.

There are three types of business processes:

1. Management processes - the processes to run the operation, and comply with all relevant requirements. Typical management processes include "Corporate Governance" and "Strategic Management."
2. Operational processes - these processes deliver the customer value, they are part of the core business. For example: "Deliver goods."
3. Supporting processes - these support the core processes. Examples include "Accounting", "Recruitment" and "IT support."

The Ecomnets Difference: The EcomNets BPM solutions are organized around a circular process, structured in four main steps:

- Plan - Continuous planning results in one place, accessible to the whole organization.
- Monitor - Automatic real-time alerts help executives manage performance. Self-service dashboards and reports make data accessible at all levels.
- Predict - Rapid what-if scenario modeling enables users to understand the impact of changes before the changes are implemented. The analytical multi-user format encourages collaboration and fact-based decision making.
- Execute - Rapid approval and execution of the decision ensures maximum impact and automatically generated updates complete the circle.

SOA (Service-Oriented Architecture) and Web Services

Service Oriented Architecture (SOA) is a business-centric IT architectural approach that supports integrating your organization as linked, repeatable tasks, or services. SOA helps users build composite applications, which are applications that draw upon functionality from multiple sources within and beyond the enterprise to support horizontal business processes

The Ecomnets Difference: EcomNets SOA Benefits include -

- Less-complex, less-expensive, more-inclusive IT architecture.
- Aligns information delivery with organization processes.
- Allows agency users to define and integrate the information services they use.
- Leverages virtually all of your current IT resources.
- Offers a gradual, low-cost adoption.

EcomNets' SOA embraces the new culture of participation. We bring together influencers and decision makers throughout the organization to shape your SOA implementation. The result is a tight alignment of IT with operations enabling wide-reaching benefits.

	SOA Participation	SOA Benefits
CFO	Adopt a disciplined approach to measuring IT ROI	Faster ROI
CIO	Involve business managers in defining application services	Reduced backlog and time to market
CTO	Cultivate business knowledge in all technical positions	Leverage existing infrastructure; build the foundation for future projects
Line of Business	Insist that IT resources adapt to the business climate in real time	Agility to respond quickly to emerging business needs
Business Analyst	Participate in the full lifecycle of IT implementation	Reuse processes and services
Developer	Expand skills beyond traditional technical skill into business-focused skills	Lower maintenance and higher productivity

IT Governance

Information technology governance, or IT governance, is a subset discipline of organizational governance focused on information technology systems and their performance and risk management.

For agencies struggling with ensuring that risks associated with IT are mitigated, Ecomnets offers the **IT Governance Solution**. This enables an agency to implement an organization structure with well-defined roles for the responsibility of information, processes, applications, infrastructure, etc., while ensuring better control over IT costs, risks and resources to improve creditability.

It also ensures being able to meet proliferating compliance requirements by harnessing IT to automate processes and control, manage compliance projects and provide reliable audit trails, while aligning IT priorities and activities with agency objectives.

The Ecomnets Difference: EcomNets IT Governance Solution helps companies to effectively implement internal controls for the following key processes:

Access Controls -- Hardware/software controls regulating who has access to what financial-related information.

Audit Trails -- Application, operating system and other relevant logs that track who has accessed, modified or deleted financial information.

Computer and Media Disposal -- Minimum requirements for ensuring financial-related information is wiped before hardware and media leave the agency.

Data Backup -- Specific backup requirements to ensure financial data is properly protected.

Data Integrity Controls -- Hardware/software solutions to keep financial information from being inappropriately modified (i.e. IDS/IPS, rights management software, application controls to filter input and perform data validation, etc.).

Data Retention -- Minimum requirements for retaining critical financial data, especially supporting documentation, related communications, etc.

Document Destruction -- Requirements and steps to be taken (or not taken) when destroying hard copy information.

Information Classification -- Outlining how various types of financial information will be classified and protected based on levels of sensitivity.

Messaging Security -- Minimum requirements for protecting the transmission and storage of messages (e-mail and instant messaging) containing sensitive financial-related information.

Security Assessments and Audits -- How systems will be consistently tested and audited for security risks.

System Authentication -- Hardware/software controls ensuring that users accessing financial information are who they say they are.

System Monitoring -- Technologies and processes in place to detect and alert on financial information breaches.

User Provisioning -- Specific requirements and processes for adding and removing users who will have access to financial information.

Wireless networks -- Minimum security requirements for wireless systems connecting to corporate networks.

ERP (Enterprise Resource Planning) Solutions

Enterprise Resource Planning systems (ERPs) integrate all data and processes of an organization into a single unified system. A typical ERP system will use multiple components of computer software and hardware to achieve the integration. A key ingredient of most ERP systems is the use of a single, unified database to store data for the various system modules.

The term ERP originally implied systems designed to plan the utilization of enterprise-wide resources. ERP systems typically attempt to cover all basic functions of an organization, regardless of the organization's business or charter. Business, not-for-profit organizations, governments, and other large entities utilize ERP systems.

The Ecomnets Difference: Our ERP Integration solutions are designed to ensure that your existing investments in ERP, Legacy and other enterprise systems remain intact by seamlessly integrating information with new systems, technologies and custom applications within the enterprise. Whether you're implementing Oracle, PeopleSoft or SAP applications, we have the technical and project management expertise to integrate your ERP application into your network computing environment. We closely examine the needs of your agency; identifying different possible ERP Integration solutions; selecting and implementing appropriate architectures, tools and technologies; and deploying a high impact ERP integration solution that will improve the speed and quality of response while streamlining organizational processes.

EcomNets provides value to clients that most ERP integration solution providing companies cannot provide. This is mainly due to our expertise in ERP integration solutions, proven project management processes, excellent technical resources and speed in customer response.

Patriot Act Compliance

For agencies establishing programs in order to be compliant with The USA Patriot Act, Ecomnets offers the **Patriot Act Compliance Solution**. This enables the agency to establish compliance processes, meet new requirements, as well as current monitoring, compliance and exception processing, all while performing due diligence and combining verification, validation and fraud detection processes to instantly authenticate individual and business identities.

Risk Management

For agencies struggling with measuring and managing risk across all operations, Ecomnets offers the **Risk Management Solution**, a single enterprise view across all risks. This allows for enhanced decision making, improved regulatory and capital management, and greater transparency with cost-effective, efficient operations and processes; all with enhanced system performance.

Clinical Rules

For agencies struggling with controlling administrative and medical costs while providing quality care to their managed populations, Ecomnets offers the **Clinical Rules and Processes Solution**. This solution enables embedding state-of-the-art clinical best practices and processes into the care management system to deliver reliable and accurate clinical rules.

The rules promote clinical consistency required to achieve the highest quality health outcomes, ensuring adherence to agency policies, while detecting mistakes and controlling violations. The solution also saves significant time and resources spent on manual analyses in preparing for audits, while also ensuring accuracy and integrity.

Labor Rates

Our labor rates for IT Services for the base period of the contract are shown in the table below.

Labor Category	Per Hour
Junior Software Architect	138.78
Senior Software Developer	89.97
Software Developer	76.57
Junior Software Developer	62.21

Notes:

1. Non-labor direct costs (e.g., travel and supplies) will be reimbursed at actual allowable costs plus applicable G&A expense, per FAR cost principles.
2. Administrative support costs, not to exceed 5 percent of the extended price calculated using the above labor rates, will be added to any resultant delivery order.

Labor Category Descriptions

Junior Software Architect

Minimum/General Experience: The Junior Software Architect possesses at least five years of experience planning, designing, building, and implementing information systems. Our Junior Software Architects possess extensive experience developing application, development, network, and technical architectures to support client-server and mainframe applications. Our Junior Software Architects have demonstrated the ability to develop and execute architecture delivery work plans, to monitor progress against the work plan, and to supervise and provide guidance to technical analysts in implementation of the various architectures.

Functional Responsibility: Our Junior Software Architect supervises the design, development and implementation of the application, development, network and technical architectures. They are responsible for gathering and defining the architecture requirements, ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards. The Junior Software Architect provides guidance to the systems analysts and programmers on the architecture team and reviews deliverables to ensure they meet the required specifications.

Minimum Education: Bachelor's Degree or 8 years related experience.

Senior Software Developer

Minimum/General Experience: The Senior Software Developer possesses at least one year of experience performing systems development, testing, and conversion and production support tasks on large-scale client-server and mainframe systems. Our Senior Software Developers have strong analytical and technical skills and have been trained in the use of Ecomnets Inc. systems development methodology.

Functional Responsibility: Our Senior Software Developer analyzes functional and technical requirements, prepares systems designs and specifications, and performs systems development, testing and conversion, and production support tasks. They also develop required systems and operation documents.

Minimum Education: Bachelor's Degree or 6 years related experience.

Software Developer

Minimum/General Experience: The Software Developer possesses at least two years of experience performing systems development, testing, and conversion and production support tasks on large-scale client-server and mainframe systems. Our Software Developers have been trained in the use of Ecomnets Inc. systems development methodology and specialize in developing and testing complex application and technical architecture software products.

Functional Responsibility: Our Software Developers analyze functional and technical requirements, prepare systems designs and specifications, and perform complex systems development and testing of application and technical architecture software. They provide technical guidance to the system development team and develop required systems and operation documents.

Minimum Education: Bachelor's Degree or 5 years related experience.

Junior Software Developer

Minimum/General Experience: The Junior Software Developer possesses at least one year of experience performing systems development, testing and conversion, and production support tasks on large-scale client-server and mainframe applications. Our Junior Software Developer has been trained in the use of Ecomnets Inc. systems development methodology and specializes in developing and testing complex application and technical architecture software products.

Functional Responsibility: Our Junior Software Developers analyze functional and technical requirements, prepare systems designs and specifications, and perform complex systems development and testing of application and technical architecture software. They provide technical guidance to the system development team and develop required systems and operation documentation.

Minimum Education: Bachelor's Degree or 3 years related experience.

Management Team

Raj Kosuri, Chief Technology Officer

Raj Kosuri serves as our Chief Technology Officer. Raj received his M.S. from Columbia University and currently works out of our Sterling, VA office. Raj has developed EcomNets from the ground up into a viable and lucrative company offering competitive IT solutions over a spectrum of services. He has gathered over 12 years experience in the following disciplines: Business Rules and Process Implementation, ERPs, Enterprise Computing, Web services, SOX, IT Governance , Enterprise Dashboards and all facets of product development.

Mr. Kosuri is the author of several professional whitepapers and publications. His most recent work, Best Practices for Business Rules Integration, was published in 2006.

Beeraj Patel, Chief Operating Officer

Beeraj Patel serves as our COO. Beeraj comes from a dual background in Law and IT Project Management. Beeraj holds a J.D. from John Marshall Law School and has practiced in the legal arena for over 6 years and also has experience in the field of IT Project Management for software development for the last 6 years. Currently, Beeraj directs operations and coordinates and executes proposals submitted by EcomNets and maintains client relations and addresses client needs after account creation.

Mr. Patel has accumulated experience in most phases of project management, from budgeting and resource allocation, requirements gathering, analysis and design, overseeing development and testing, to finalizing and executing implementation. Primary experience areas include Business Rules Analysis, IT Governance, Business Process Modeling and Implementation, Business Intelligence and Business Dashboards. The communication skills garnered from a legal background and burgeoning knowledge from IT experience give Beeraj an added benefit in meeting and improving client needs and concerns.



EcomNets - Clients &

Past Performance

For over a decade, we have practiced and demonstrated through our past performances how to successfully manage the outcomes of these converging technologies. And over the years, we have perfected our technical skills in IT Governance, Compliance, Business Rules, Business Process, Workflow Integration, Software Applications Development, and Information Assurance.

In addition, we have, complemented our technical strengths with overall program and contract management for the design and implementation of complex IT projects.

Government

Internal Revenue Services (sub through SAIC)

Business Rules and Requirement Management

The IRS Business Rules and Requirement Management Office engaged EcomNets' services in assisting the office to setup a business environment through which business rules can be managed as an enterprise-wide IRS business resource. EcomNets assisted the IRS in successfully selecting a set of tools based on the needs of the IRS. EcomNets is currently assisting existing IRS projects to harvest business rules using the tools in an interim environment while the production environment is being set up.

EcomNets is also assisting the IRS to set up the final production environment which has to undergo some tools integration as well as various security and architecture evaluations. The integration involves working with various tool vendors to help them understand the IRS methodology and come up with seamless integration between the tools.

Internal Revenue Services (sub through CSC)

Customer Account Data Engine (CADE)

Internal Revenue Service's Customer Account Data Engine (CADE) was introduced to handle and administer new tax laws. CADE is the centerpiece of the IRS' new IT system, CADE will replace the old master file of all taxpayers' account records. EcomNets technical team helped IRS' Data Abscess (DA) team to develop several data conversion and migration program to accommodate database schema changes to multiple CADE releases.

United States Postal Service (sub through Anteon)

System Integration

EcomNets Team performed integration on USPS projects eBuy and EIWS (Enterprise Imaging Workflow System) to help support the USPS community. eBuy is an all-electronic purchasing system developed for the United States Postal Service.

Located on the USPS Intranet, eBuy allows the user to create and submit a requisition online and track its progress as it moves through the approval process of the organization. eBuy even tells you what is happening to your order once it goes to the supplier. eBuy automates the process of getting requisitions approved, without any worry about the paper Form 7381 (an internal document required for all requisitions). Both projects were developed based on J2EE and Oracle technologies.

Commercial

Freddie Mac

Project Enterprise application

Freddie Mac is a stockholder-owned corporation chartered by Congress in 1970 to create a continuous flow of funds to mortgage lenders in support of homeownership and rental housing.

Freddie Mac engaged EcomNets to design, develop, test and implement various modules of the Project Enterprise application (specifically Manage Loans, Manage Servicer Loan Number, View Settlement Pipeline (VSP), and View Settlement Buyer Pipeline(VSBP)).

These subsystems are based on the J2EE specification. The framework required extensive development using various J2EE technologies like EJBs, JSP/Servlets, Java

Beans, Sapient, and Rational Suite. PL/SQL Stored Procedures and SQL queries were developed for interaction with DB2 database.

JB Hunt

PACE Project

PACE is a financial application used by J.B. Hunt to process invoices and payroll for their Dedicated Contract Services (DCS) division. It adopts a rules based system to service the unique customer contracts found within the DCS division.

EcomNets developed a rules based system which presented the J. B. Hunt project manager with a menu of options for billing the customer or paying the drivers. Based on their selections, the rules engine loads all of the project activities, drivers, etc. for a given billing or pay period, and creates invoice and pay items. The rule engine technology is used to speed up development. The data driving the system is loaded generically from a database, and rules can be quickly developed on that data. The focus is on the business rules, not in the supporting tiers.

ECOMNETS and PACE personnel worked together to build a rule engine that solved the problem and increased productivity.

Terms & Conditions

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 Supply 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 Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! On-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!, and the Federal Supply Service Home Page (www.fss.gsa.gov) contains 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.

1. **Geographic Scope of Contract:**

The geographic scope of this contract is the 48 contiguous States of the United States, the District of Columbia, and the States of Alaska and Hawaii.

2. **Contractor's Ordering Address and Payment Information:**

Ecomnets, Inc.
107 Carpenter Drive, Suite 200
Sterling, VA 20164

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/will not 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:

(703) 481-3035

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 System (DUNS) Number: **01-83-43140**
Block 30: Type of Contractor - **A. Small Disadvantaged Business**
Block 31: Woman-Owned Small Business - **NO**
Block 36: Contractor's Taxpayer Identification Number (TIN): **54-1990853**

- 4a. CAGE Code: **3HVV4**
- 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. **FOB Destination**

6. **Delivery Schedule**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51:	As mutually agreed upon between Ecomnets, Inc. and the Ordering Agency

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.)

If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: **NONE**
- b. Quantity: **NONE**
- c. Dollar Volume: **NONE**
- d. 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.

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.)
 - a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology (IT) Professional Services.
12. **ORDERING PROCEDURES FOR DERAL SUPPLY SERVICE INFORMATION TECHNOLOGY 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.

(c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency s order.

(h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency s order.

(i) **Government-Furnished Property:** As specified by the agency s order, the Government may provide property, equipment, materials or resources as necessary.

(j) **Availability of Funds:** Many Government agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity s convenience, and (m) Termination for Cause (See C.1.)

16. **GSA Advantage!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. **PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule has been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods Parts 13, 14 and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. **OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

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)**

The use of BPAs under any schedule contract to fill repetitive needs 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 the 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; 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 requirement 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.avum.com

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

24. **PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES**

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

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

(b) The following statement:

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

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

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. **SOFTWARE INTEROPERABILITY**

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

27. **ADVANCE PAYMENTS**

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

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

1. **SCOPE**

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

2. **PERFORMANCE INCENTIVES**

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

3. **ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 - Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering

procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

- (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
- (ii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractor's locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132–51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51.

The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- (iv) Ordering activities should strive to minimize the contractor's costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

- (b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

- (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

- (i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
 - (ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a) (2) above must be followed. The procedures at (a) (2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.
- (2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- (c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
 - (d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
 - (e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. 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 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.

5. **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/EC 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.

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/EC Services.

9. **INDEPENDENT CONTRACTOR**

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) 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 (DEC 2002) 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/EC SERVICES AND PRICING

Description of IT Services and Pricing are found on page 11.