

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

Special Item No. 132-33 - Perpetual Software License

Special Item No. 132-34 - Maintenance of Software as a Service

Special Item No. 132-51 Information Technology (IT) Professional Services

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Elder Research, Inc.
300 West Main Street
Suite 301
Charlottesville, VA 22903 (434) 973-7673

www.datamininglab.com

Contract Number: GS-35F-0320T

Period Covered by Contract: April 1, 2012 through March 31, 2017

GSA, Federal Supply Service Pricelist current through Modification # PS-0017, July 21, 2015

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



GSA Schedule 70 - GS-35F-0320T

Table of Contents

INFORMATION FOR ORDERING ACTIVITIES.....	1
1. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:.....	1
2. LIABILITY FOR INJURY OR DAMAGE	2
3. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:.....	2
4. FOB DESTINATION DELIVERY SCHEDULE	2
5. DISCOUNTS.....	2
6. TRADE AGREEMENTS ACT OF 1979, as amended:	3
7. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:.....	3
8. SMALL REQUIREMENTS.....	3
9. MAXIMUM ORDER	3
10. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS.....	3
11. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS	3
12. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001).....	4
13. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES	5
14. GSA ADVANTAGE!.....	5
15. PURCHASE OF OPEN MARKET ITEMS	5
16. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS	5
17. OVERSEAS ACTIVITIES.....	6
18. BLANKET PURCHASE AGREEMENTS (BPAs).....	6
19. CONTRACTOR TEAM ARRANGEMENTS	6
20. INSTALLATION, DEINSTALLATION, REINSTALLATION.....	6
21. SECTION 508 COMPLIANCE.	6
22. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES	7
23. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)	7
24. SOFTWARE INTEROPERABILITY.....	7
TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE.....	8
25. 1. INSPECTION/ACCEPTANCE.....	8
26. 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA).....	8
27. 3. GUARANTEE/WARRANTY.....	8
28. 7. Reserved	9
29. 8. Reserved	9
30. 9. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)	9
31. 10. SOFTWARE CONVERSIONS - (SIN 132-33).....	10
32. 11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY	10
33. 12. RADR PRICING	11
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51).....	12
34. 1. SCOPE.....	12
35. 2. PERFORMANCE INCENTIVES	12
36. 3. ORDER.....	12
37. 4. PERFORMANCE OF SERVICES.....	12

GSA Schedule 70 - GS-35F-0320T

38.	5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)	13
39.	6. INSPECTION OF SERVICES	13
40.	7. RESPONSIBILITIES OF THE CONTRACTOR	13
41.	8. RESPONSIBILITIES OF THE ORDERING ACTIVITY	13
42.	9. INDEPENDENT CONTRACTOR	14
43.	10. ORGANIZATIONAL CONFLICTS OF INTEREST	14
44.	11. INVOICES	14
45.	12. PAYMENTS.....	14
46.	13. RESUMES.....	14
47.	14. INCIDENTAL SUPPORT COSTS	14
48.	15. APPROVAL OF SUBCONTRACTS.....	15
49.	16. DESCRIPTION OF IT PRICING	15
	Senior Program Manager.....	16
	Program Manager	17
	Project Manager	17
	Chief Scientist	18
	Senior Scientist.....	18
	Research Scientist	19
	Senior Systems Engineer.....	19
	Systems Engineer	20
	Senior Software Engineer.....	20
	Software Engineer	21
	Senior Programmer/Analyst.....	21
	Programmer/Analyst	21
	Applications Programmer	22
	Senior Data Miner	22
	Data Miner	22
	Senior Data Analyst	23
	Data Analyst.....	23
	Senior Business Analyst.....	24
	USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION	
	PROCUREMENT PROGRAMS.....	25
	BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE.....	26



GSA Schedule 70 - GS-35F-0320T

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 micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

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

The Geographic Scope of Contract will be domestic delivery only.

1. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Elder Research, Inc. Attention: Meredith Noble

300 West Main Street
Suite 301
Charlottesville, VA 22903
Phone: (434) 973-7673
Fax: (434) 973-7875
Meredith@datamininglab.com



GSA Schedule 70 - GS-35F-0320T

TPIN #30-0000656

Cage Code #1GMY7

DUNS # 028211527

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: (434) 973-7673.

2. 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.

3. 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: 028211527

Block 30: Type of Contractor – B. Other Small Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 30-0000656

4a. CAGE Code: 1GMY7

4b. Contractor has registered with the Central Contractor Registration Database.

4. FOB DESTINATION 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:

DELIVERY TIME (Days ARO) ALL 30 Days

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering 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.

5. DISCOUNTS

Prompt Pay – 1% discount if paid within 15 days of invoice date, Net 30 days

Prices shown are NET Prices; Basic Discounts have been deducted.

GSA Schedule 70 - GS-35F-0320T

6. 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.

7. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not applicable.

8. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.

9. MAXIMUM ORDER

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

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

10. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

11. 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

GSA Schedule 70 - GS-35F-0320T

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.

12. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99- 234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No

GSA Schedule 70 - GS-35F-0320T

legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

13. 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.)

14. 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/>.

15. PURCHASE OF OPEN MARKET ITEMS

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

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

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

16. 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.

GSA Schedule 70 - GS-35F-0320T

- (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.

17. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None.

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

18. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

19. CONTRACTOR TEAM ARRANGEMENTS

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

20. 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 apply.

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.

21. 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.datamininglab.com

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

GSA Schedule 70 - GS-35F-0320T

22. 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.

23. 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.

24. 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>.

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 PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (434) 973-7673 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 to 17:00 EST.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

XXXXX 2. Software Maintenance as a Service (SIN 132-34)

GSA Schedule 70 - GS-35F-0320T

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. Reserved

8. Reserved

9. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the

GSA Schedule 70 - GS-35F-0320T

computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

10. SOFTWARE CONVERSIONS - (SIN 132-33)

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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



GSA Schedule 70 - GS-35F-0320T

12.RADR PRICING

SIN	Description	Unit	GSA Price	Warranty	
132-33	RADR - 1 module	per user	\$5,850	30 Days	
132-34	RADR - 1 module - user maintenance	per user	\$1,463	30 Days	
132-33	RADR - 1 module - server fee	per server	\$247,500	30 Days	*
132-34	RADR - 1 module - server maintenance	per server	\$61,875	30 Days	**
132-33	RADR - additional modules	per user	\$4,680	30 Days	
132-34	RADR - additional modules - user maintenance	per user	\$1,170	30 Days	
132-33	RADR - additional modules - server fee	per server	\$198,000	30 Days	*
132-34	RADR - additional modules - server maintenance	per server	\$49,500	30 Days	**

Enterprise Licenses for 1 module

GSA Price

132-33	5 users	per user	\$29,250.00
132-33	10 users	per user	\$55,250.00
132-33	25 users	per user	\$130,000.00
132-33	50 users	per user	\$243,750.00
132-33	100 users	per user	\$455,000.00

* These items include :
 2 individual licenses for
 one module
 Up to 10 hours of effort
 to customize RADR

** Maintenance is effective on the first of the month after the RADR product is delivered. Installation date does not affect this date.

SIN	Description	Unit	GSA Price	Warranty
132-33	RADR - 1 module	per user	\$5,850	30 Days
132-34	RADR - 1 module - user maintenance	per user	\$1,463	30 Days

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 and apply exclusively to IT services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

GSA Schedule 70 - GS-35F-0320T

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

GSA Schedule 70 - GS-35F-0320T

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

Definitions.

–Contractor¹ means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

–Contractor and its affiliates¹ and –Contractor or its affiliates¹ 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 interest¹ exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

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.

GSA Schedule 70 - GS-35F-0320T

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 PRICING

a. Elder Research, Inc. (ERI) engages in projects that encompass predictive analytics, systems engineering, software engineering, process optimization, customer relationship management (CRM), text mining, ERI-developed products, cross-selling, stock selection, image recognition, biometrics, drug efficacy, credit scoring, market timing, fraud detection, and custom programming solutions.

ERI offers the following IT services offered under Special Item Numbers 132-51:

GSA Labor Category	July 8, 2015 - July 7, 2016 GSA Rates (inclusive of IFF)	July 8, 2016 - March 31, 2017 GSA Rates (inclusive of IFF)
Senior Program Manager	\$254.19	\$259.27
Program Manager	\$192.05	\$195.89
Project Manager	\$155.67	\$158.78
Chief Scientist	\$259.43	\$264.61
Senior Scientist	\$254.19	\$259.27
Research Scientist	\$197.70	\$201.65
Senior Systems Engineer	\$155.90	\$159.01
Systems Engineer	\$132.84	\$135.50
Senior Software Engineer	\$146.87	\$149.81
Software Engineer	\$117.48	\$119.83
Senior Programmer/Analyst	\$146.87	\$149.81
Programmer/Analyst	\$124.51	\$127.00
Applications Programmer	\$141.22	\$144.04
Senior Data Miner	\$175.10	\$178.61
Data Miner	\$155.67	\$158.78
Senior Data Analyst	\$155.67	\$158.78
Data Analyst	\$67.78	\$69.14
Senior Business Analyst	\$144.59	\$147.49

Notes:

1. Rates stated above are client site rates.



17. LABOR CATEGORY DESCRIPTIONS

CLIN: 1	Senior Program Manager	
<p>Minimum/General Experience:</p> <ul style="list-style-type: none"> • A minimum of fifteen (15) years experience is required. • Demonstrated leadership and management skills commensurate with experience. • Proven expertise in the management of financial, technology, process, and human resources with experience demonstrated in managing complex multi-task contracts. 		
<p>Responsibilities:</p> <ul style="list-style-type: none"> • The Program Manager is primarily responsible for the effective management of financial, technology, process, and human resources on multi-task contracts across a functional domain. • Responsible for the quality, timely, and budget-sensitive delivery of contractual deliverables. • Responsible for customer and company success as it pertains to contractual mandates and Company business and policy directives. • Serves as the primary point of contact on all program activities. • Develops cost, technical, and schedule baselines and manages program accordingly. • Advises program and project manager(s) on technical matters and assists with problem resolution. • Leads contract negotiations. 		
<p>Education:</p> <p>Master's degree in a discipline (e.g., Computer Science, Systems Engineering) related to the program's functional area.</p>		
<p>Experience and Education Substitutions:</p> <p>Bachelor's degree in a discipline (e.g., Computer Science, Systems Engineering) related to the program's functional area plus eighteen (18) years specialized program/project management experience</p>		

**GSA Schedule 70
GS-35F-0320T**

CLIN: 2	Program Manager	
<p>Minimum/General Experience:</p> <ul style="list-style-type: none"> • A minimum of ten (10) years experience is required. • Demonstrated leadership and management skills commensurate with experience. • Specialized experience also will include: program management and development from requirements to deployment, demonstrated ability to provide guidance and direction in multiple tasks across several functional areas and technologies. • Proven expertise in the management of financial, technology, process, and human resources with experience demonstrated in managing complex multi-task contracts. 		
<p>Responsibilities:</p> <ul style="list-style-type: none"> • The Program Manager is primarily responsible for the effective management of financial, technology, process, and human resources on multi-task contracts. • Responsibilities extend to the quality, timely, and budget-sensitive delivery of contractual deliverables. • Operates in accordance with customer guidance, contractual mandates, and Company business and policy directives. • Serves as the primary point of contact on all program activities. • Manages program consisting of multiple projects including delivery through the full project life cycle. • Develops cost, technical, and schedule baselines and manages program accordingly. • Advises project manager on technical matters and assists with problem resolution. • Leads contract negotiations. 		
<p>Education: Master's degree in a discipline (e.g., Computer Science, Systems Engineering) related to the program's functional area.</p>		
<p>Experience and Education Substitutions: Bachelor's degree in a discipline (e.g., Computer Science, Systems Engineering) related to the program's functional area plus fifteen (15) years specialized program/project management experience</p>		

CLIN: 3	Project Manager	
<p>Minimum/General Experience:</p> <ul style="list-style-type: none"> • A minimum of eight (8) years overall experience is required. • Additionally, a minimum of four (4) years of experience in both management/supervisory roles and in the functional area of the project to be managed are required. 		
<p>Functional Responsibility:</p> <ul style="list-style-type: none"> • The Project Manager manages tasks or assigned portion(s) of projects to ensure project success. • Works autonomously or under the guidance and direction of a Program Manager. • Develops cost, technical, and schedule baselines and manages project's full life cycle accordingly. • Serves as the primary technical point of contact for the customer. • Manages budget, prioritization, and all human resources. • May serve as technical and contractual lead for the project. 		
<p>Education: Bachelor's degree in Computer Science or a discipline related to the project's functional area.</p>		
<p>Experience and Education Substitutions: Master's degree in a discipline (e.g., Computer Science, Systems Engineering) related to the program's functional area plus five (5) years specialized project management experience</p>		

**GSA Schedule 70
GS-35F-0320T**

CLIN: 4	Chief Scientist	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of fifteen (15) years experience in program leadership and subject matter expertise is required. 		
Responsibility:		
<ul style="list-style-type: none"> • The Chief Scientist possesses subject matter expertise in functional area(s) related to the project. • Plans and directs the technical approach and implementation for complex projects. • Develops analytical and computational techniques and methods for problem solving. • Performs enterprise wide strategic project planning and analysis. • Serves as technical expert in areas relevant to the project or product; produces and reviews substantive or complex technical documentation reflecting detailed knowledge of technical areas as identified by the customer. • Maintains subject matter excellence within the company and shares this excellence with customers. • Advises the project manager on technical matters. • Develops and delivers advanced training in complex functional domains related to the project. • Participates in contract negotiations. 		
Education:		
Ph.D. in a discipline related to the project's functional area.		
Experience and Education Substitutions:		
Master's degree in a discipline related to the program's functional area plus twenty (20) years specialized subject matter expertise and management experience.		

CLIN: 5	Senior Scientist	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of six (6) years experience in project-specific subject matter expertise is required. 		
Responsibility:		
<ul style="list-style-type: none"> • The Senior Scientist may plan and direct the technical approach and implementation for complex projects. • Develops analytical and computational techniques and methods for problem solving. • Performs enterprise wide strategic project planning and analysis. • Provides technical expertise in areas relevant to the project or product; produces and reviews substantive or complex technical documentation reflecting detailed knowledge of technical areas as identified by the customer. • Advises the project manager on technical matters. • May participate in contract negotiations. 		
Education:		
Ph.D. in a discipline related to the project's functional area.		
Experience and Education Substitutions:		
Master's degree in a discipline related to the program's functional area plus ten (10) years specialized subject matter experience.		

**GSA Schedule 70
GS-35F-0320T**

CLIN: 6	Research Scientist	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of three (3) years experience in project-specific subject matter expertise is required. 		
Responsibility:		
<ul style="list-style-type: none"> • The Research Scientist applies knowledge of current and emerging technologies and methodologies to assist in identifying and developing project plans. • Communicates effectively about the project's functional area(s), both orally and in writing, to present seminars, advise management, write documentation, and represent needs to management and customers. • Conceptualizes research problems, designs and conducts studies, and interprets the results of studies and theoretical and practical applications. • Develops analytical and computational techniques and methods for problem solving. • Advises senior project personnel on technical matters. 		
Education:		
Master's degree in a discipline related to the project's functional area.		
Experience and Education Substitutions:		
Bachelor's degree in a discipline related to the program's functional area plus five (5) years specialized subject matter experience.		

CLIN: 7	Senior Systems Engineer	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of five (5) years of technical/technology/systems engineering experience is required. 		
Responsibility:		
<ul style="list-style-type: none"> • The Senior Systems Engineer independently performs complex engineering tasks involving the application of advanced engineering principles, practices, and technical concepts which require extensive scientific/engineering knowledge, experience, and innovation. • Analyzes, evaluates, and integrates solutions to complex technical problems. • Practices optimum design in accordance with customer specifications, quality standards, schedule, and funding guidelines. • Delivers technical presentations to senior management and customers. • Leads program/project and/or design and architectural reviews. • Serves as primary technical customer point of contact on specialized projects or programs and advises all stakeholders on advanced technical matters, technical research, and applications. • May perform as a project/technical lead on engineering projects. • Participates in technical scope definition and negotiations. • Engineers software where required. 		
Education:		
Master's degree in Systems Engineering, Computer Science, or related discipline.		
Experience and Education Substitutions:		
Bachelor's degree in Systems Engineering, Computer Science, or related discipline plus seven (7) years specialized technical experience.		

**GSA Schedule 70
GS-35F-0320T**

CLIN: 8	Systems Engineer	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of two (2) years of technical/technology/systems engineering experience is required. 		
Responsibility:		
<ul style="list-style-type: none"> • The Systems Engineer performs engineering tasks involving the application of advanced engineering principles, practices, and technical concepts which require scientific/engineering knowledge, experience, and innovation. • Analyzes, evaluates, and integrates solutions to complex technical problems. • Provides engineering life cycle support from requirements to implementation. • Provides input into technical scope definition and negotiations. • Engineers software where required. 		
Education:		
Master's degree in Systems Engineering, Computer Science, or related discipline.		
Experience and Education Substitutions:		
Bachelor's degree in Systems Engineering, Computer Science, or related discipline plus five (5) years specialized technical experience.		

CLIN: 9	Senior Software Engineer	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of seven (7) years of technical/technology/software engineering experience is required. 		
Responsibility:		
<ul style="list-style-type: none"> • The Senior Software Engineer independently researches, designs, and develops computer software systems. • Applies principles and techniques of computer science, engineering, and mathematical analysis to software design, development, and testing. • Analyzes software requirements to assess their design viability. Consults other engineering staff members to evaluate interfaces among human, hardware, and software objects as well as operational and performance requirements of the overall system. • Develops and directs software development and documentation. • Contributes to and develops documentation deliverables including cost proposals, status reports, user guides, and internal software documentation. • Participates in technical scope definition discussions. 		
Education:		
Bachelor's degree in Computer Science or related discipline.		
Experience and Education Substitutions:		
Associates degree in a Computer Science or related discipline plus ten (10) years specialized technical experience.		

**GSA Schedule 70
GS-35F-0320T**

CLIN: 10	Software Engineer	
Minimum/General Experience: • A minimum of three (3) years of technical/technology/software engineering experience is required.		
Responsibility: • As part of a team, the Software Engineer researches, designs, and develops computer software systems. • Applies principles and techniques of sound and proven software design, development, and testing. • Participates in software project life cycle activities to ensure operational and performance requirements of the overall system are met. • Develops software and documentation.		
Education: Bachelor's degree in Computer Science or related discipline.		
Experience and Education Substitutions: Seven (7) years specialized technical experience.		

CLIN: 11	Senior Programmer/Analyst	
Minimum/General Experience: • A minimum of five (5) years of project life cycle programming experience is required.		
Responsibility: • As part of a team, the Senior Programmer/Analyst designs and develops software for complex systems while applying sound and proven principles and techniques. • Participates in software project life cycle activities to ensure operational and performance requirements of the overall system are met. • Conducts self as senior member of the technical staff and as such is responsible for contributions that guide the technical direction of the project. • Analyzes data for ETL strategies, pattern recognition, and the application of analytical tools. • Develops and may direct software development and documentation. • Participates in technical scope definition.		
Education: Bachelor's degree in Computer Science or related discipline.		
Experience and Education Substitutions: Associates degree in Computer Science or related discipline plus eight (8) years specialized technical experience.		

CLIN:12	Programmer/Analyst	
Minimum/General Experience: • A minimum of two (2) years of project life cycle programming experience is required.		
Responsibility: • As part of a team, the Programmer/Analyst designs and develops software for systems while applying sound and proven principles and techniques. • Participates in software project life cycle activities to ensure operational and performance requirements of the overall system are met. • Analyzes data for ETL strategies, pattern recognition, and the application of analytical tools. • Develops software and documentation.		
Education: Bachelor's degree in Computer Science or related discipline.		
Experience and Education Substitutions: Five (5) years specialized technical experience.		

**GSA Schedule 70
GS-35F-0320T**

CLIN: 13	Applications Programmer	
Minimum/General Experience:		
<ul style="list-style-type: none"> • Working and applied knowledge of project life cycle programming experience is required. 		
Responsibility:		
<ul style="list-style-type: none"> • As part of a team, the Applications Programmer designs and develops computer systems software. • Participates in software project life cycle activities to ensure software requirements of the overall system are met. • Develops software and documentation. 		
Education:		
Bachelor's degree in Computer Science or related discipline.		
Experience and Education Substitutions:		
Two (2) years of programming experience.		

CLIN: 14	Senior Data Miner	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of five (5) years of data mining experience is required. 		
Responsibility:		
<ul style="list-style-type: none"> • The Senior Data Miner possesses expertise in data mining. • Independently performs complex data mining tasks involving the application of advanced data mining principles, practices, and techniques which require extensive knowledge of customer data domains. • Analyzes, evaluates, and integrates data mining solutions to complex and diverse problem sets. • Practices the application of optimum data mining techniques in accordance with customer specifications, quality standards, schedule, and funding guidelines. • Delivers technical presentations to senior management and customers. • Serves as primary customer point of contact on data mining projects or programs and advises all stakeholders on advanced data mining and technical matters, research, and applications. • May perform as a project/technical lead on data mining projects. • Participates in technical scope definition and negotiations. • Develops and delivers data mining courses. 		
Education:		
Master's degree in Systems Engineering, Computer Science, or related discipline.		
Experience and Education Substitutions:		
Bachelor's degree plus seven (7) years specialized data mining or related experience.		

CLIN: 15	Data Miner	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of two (2) years of data mining experience is required. 		
Responsibility:		
<ul style="list-style-type: none"> • As part of a team, the Data Miner independently performs complex data mining tasks involving the application of proven data mining principles, practices, and techniques which require knowledge of customer data domains. • Analyzes, evaluates, and integrates data mining solutions to diverse problem sets. • Advises all stakeholders on advanced data mining and technical matters, research, and applications. • Participates in technical scope definition. 		
Education:		
Master's degree in Systems Engineering, Computer Science, or related discipline.		
Experience and Education Substitutions:		
Bachelor's degree plus five (5) years specialized data mining or related experience.		

**GSA Schedule 70
GS-35F-0320T**

CLIN: 16	Senior Data Analyst	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of three (3) years of data analysis experience is required. 		
Responsibility:		
<ul style="list-style-type: none"> • As part of a team, the Senior Data Analyst is responsible for operational data and data strategies. • Prepares technical reports, studies, and related documentation. • Designs, implements, and maintains complex databases. • Performs analysis of data for ETL strategies, pattern recognition, and application of analytical tools. • Conducts self as senior member of the project staff and as such is responsible for contributions that guide the direction of the project. • Determines approaches to data quality, metadata, and/or business rules as they apply to data mining and systems engineering projects. 		
Education:		
Master's degree in related technical discipline.		
Experience and Education Substitutions:		
Bachelor's degree in related discipline plus five (5) years specialized data analysis, database, or data mining or related experience.		

CLIN: 17	Data Analyst	
Minimum/General Experience:		
<ul style="list-style-type: none"> • A minimum of two (2) years of data analysis experience is required. 		
Responsibility:		
<ul style="list-style-type: none"> • As part of a team, the Data Analyst is responsible for operational data and data strategies. • Prepares technical reports, studies, and related documentation. • Designs, implements, and maintains databases. • Performs analysis of data for ETL strategies, pattern recognition, and application of analytical tools. • Contributes to approaches to data quality, metadata, and/or business rules as they apply to data mining and systems engineering projects. 		
Education:		
Bachelor's degree in technical or related discipline.		
Experience and Education Substitutions:		
Associates degree in related discipline plus five (5) years specialized data analysis, database, or data mining or related experience.		

**GSA Schedule 70
GS-35F-0320T**

CLIN: 18	Senior Business Analyst	
Minimum/General Experience: <ul style="list-style-type: none"> • A minimum of five (5) years of analysis experience is required. 		
Responsibility: <ul style="list-style-type: none"> • As part of a team, the Senior Business Analyst is responsible for the integration of technical, data, and process requirements as they apply to the engineering of a complex software system or the mining of expansive and diverse data repositories. • Assumes responsibility for analyzing and documenting data and business/process requirements, conducting extensive research, and integrating technical solutions. • Performs data modeling, evaluates current processes, and prepares appropriate documentation for customers. • Implements tools to satisfy project requirements by performing benchmark analyses, financial and statistical modeling, and customer interviews. • Identifies strategic synergies within project scope. • Conducts self as senior member of the staff and as such is responsible for contributions that guide the direction of the project. • Delivers technical presentations to senior management and customers. • Participates in technical scope definition discussions. 		
Education: Master's degree in Business or related technical discipline.		
Experience and Education Substitutions: Bachelor's degree plus seven (7) years specialized business or related experience.		

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

PREAMBLE

Elder Research, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women- owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact John Elder at (434)

973-7673, elder@datamininglab.com, or (434) 973-7875.

**GSA Schedule 70
GS-35F-0320T**

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity	Date	Contractor	Date
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**GSA Schedule 70
GS-35F-0320T**

BPA NUMBER _____ (CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____

Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER *SPECIAL BPA DISCOUNT/PRICE (2) Delivery:

DESTINATION DELIVERY SCHEDULES / DATES

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

(4) This BPA does not obligate any funds.

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

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

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

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

(a) Name of Contractor; (b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN); (e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

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