



GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven on-line database system available at www.GSAAdvantage.gov.

Schedule Number 70, Information Technology (IT)
General Purpose Commercial IT Equipment, Software, and Services

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 – Information Technology Software

SIN 132-50 - TRAINING COURSES FOR IT EQUIPMENT AND SOFTWARE

FPDS Code U012

SIN 132-51 - IT PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Contract Number: GS-35F-0367J

For more information on ordering from Federal Supply Schedules, go to www.gsa.gov/schedules. Find link to "GSA Schedules," then to "Customers Ordering from Schedules." Next, find links to "Ordering Procedures for Services Requiring a Statement of Work" and "Ordering Procedures for Services not Requiring a Statement of Work," as needed.

Contract Period: April 14, 2014 – April 13, 2019



Quantitative Software Management

Address: 2000 Corporate Ridge, Ste 700;
McLean, VA 22102
Phone: (800) 424-6755
Fax: (703) 749-3795
Web site: www.qsm.com
Contract administration: Angela Maria Lungu
Email: angelamaria.lungu@qsm.com

Business Size: **Small Business** (under all QSM's NAICS codes)

Pricelist Current through Modification Number **PA-0039, dated June 9, 2016**

Table of Contents

I.	Customer Information	3
II.	Pricelists	7
	1. Term Software License Pricelist (SIN 132-32).....	7
	2. Training Courses Pricelist (SIN 132-50)	7
	3. IT Professional Services (SIN 132-51)	7
III.	Detailed Terms and Conditions	7
	1. Applicable Terms and Conditions for SIN 132-32.....	7
	2. Applicable Terms and Conditions for SIN 132-50.....	14
	3. Applicable Terms and Conditions for SIN 132-51.....	15
IV.	Labor Categories and Descriptions (SIN 132-51).....	18
V.	Commitment to Promote Small Business Participation Program.....	20

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the 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 requirements.

I. Customer Information

1a. Table of awarded Special Item Numbers (SINs):

<u>SIN#</u>	<u>SIN Title</u>
132-32	Term Software Licenses
132-50	Training Courses for IT Equipment and Software
132-51	IT Professional Services

1b. Identification of the lowest priced service for each special item number awarded in the contract. Prices **do not** include Industrial Funding Fees.

<u>SIN#</u>	<u>Model</u>	<u>Price</u>
132-32	SLIM-Estimate [®] , -Control [®] , or -Metrics [®] , Single Site Annual License	\$8,467.02 (per annum)
132-50	SLIM-Metrics [®]	\$ 445.51 (per attendee)
132-51	Analyst I: Without SLIM [®] Software License Purchase	\$ 93.93 (per hour)

1c. A description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services is provided at Section IV, Labor Categories and Descriptions (for SIN # 132-51).

2. Maximum order for each SIN:

<u>SIN#</u>	<u>MAXIMUM ORDER</u>
132-32	\$500,000.00
132-50	\$ 25,000.00
132-51	\$500,000.00

3. Minimum order: \$100.00

4. Geographic coverage (delivery area): Domestic delivery only. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, District of Columbia, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Point(s) of production: McLean (Fairfax County), Commonwealth of Virginia, USA. Per Trade Agreements Act of 1979, all items are US-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).

6. Discount from list prices or statement of net price: Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts: None offered

8. Prompt payment terms: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: Yes
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Yes
- 10. Foreign items: Not applicable
- 11a. Time of delivery: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<u>SIN#</u>	<u>Delivery Time (Days ARO)</u>
132-32	30 days
132-50	30 days
132-51	30 days

- 11b. Expedited delivery: Not applicable
- 11c. Overnight and 2-day delivery: Not applicable
- 11d. 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.
- 12. FOB point(s): Destination
- 13a. Ordering address(es):
Quantitative Software Management, Inc.
Attn: Sales Manager (for SINs 132-32 or 132-50) **or**
Attn: Consulting Manager (for SIN 132-51)
2000 Corporate Ridge, Suite 700; McLean, VA 22102
(800) 424-6755 **or** (703) 790-0055
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on blanket purchase agreements (BPAs), and a sample BPA can be found at the GSA/FSS schedule homepage (www.fss.gsa.gov/schedules).
- 14. Payment address:
Quantitative Software Management, Inc.
2000 Corporate Ridge, Suite 700; McLean, VA 22102
(800) 424-6755 or (703) 790-0055

In addition, bank account information for electronic funds transfer (EFT) payment is shown on the invoice.
- 15. Warranty provision: The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. 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.

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

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

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

- 16. Export packing charges: Not applicable
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Credit cards are accepted for payments less than, equal to, or above the micro-purchase threshold for oral or written delivery orders.
- 18. Terms and conditions of rental maintenance, and repair: Not applicable
- 19. Terms and conditions of installation: Not applicable
- 20. Terms and conditions of repair parts: Not applicable
- 20a. Terms and conditions for any other services: Found at Section III, Detailed Terms and Conditions
- 21. List of service and distribution points. The following telephone number(s) can be used by Ordering Activities to obtain technical and/or ordering assistance:

<u>SIN#</u>	<u>Name</u>	<u>Phone</u>	<u>Email</u>
132-32	Lawrence Putnam, Jr.	(703) 790-0055	larry.putman.jr@qsm.com
132-50	Lawrence Putnam, Jr.	(703) 790-0055	larry.putman.jr@qsm.com
132-51	Joseph A. Madden	(703) 790-0055	joseph.madden@qsm.com

- 22. List of participating dealers: Not applicable
- 23. Preventative maintenance: Not applicable
- 24a. Special attributes such as environmental attributes: Not applicable
- 24b. 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 point of contact: Angela Maria Lungu, (703) 790-0055. The EIT standard can be found at: www.Section508.gov/.
- 25. Data Universal Number System (DUNS) number: 03-899-4083 (MPIN 1394H6723) and Commercial and Government Entity (CAGE) code: 1Z153.
- 26. QSM has an Active registration in the System for Award Management (SAM) database, valid to March 21, 2017.
- 27. Company's policy regarding uncompensated overtime. For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
- 28. Contractor Tasks/Special Requirements (C-FSS-370) (Nov 2003).
- 28a. 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 Schedule.

- 28b. 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 Public Law 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the Ordering Agency. The Industrial Funding Fee does NOT apply to travel and *per diem* charges.
- 28c. 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.
- 28d. 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.
- 28e. 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.
- 28f. 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.
- 28g. 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.
- 28h. Data/Deliverable Requirements. Any required data/deliverables at the ordering level will be as specified or negotiated in the Agency's order.
- 28i. Government-Furnished Property. As specified by the Agency's order, the Government may provide property, equipment, materials or resources, as necessary.
- 28j. 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.

II. Pricelists (SINs 132-32, 132-50, and 132-51)

Note: The Industrial Funding Fee is included in all pricing and rates listed below.

1. Term Software License Pricelist (SIN# 132-32)

License

	Number of Seats	Single Product Price
Single Site	1	\$ 8,531.00

2. Training Courses Pricelist (SIN# 132-50)

Training fees for classes held at the QSM Training Facility (McLean, VA)

Class	Course Length	Fee per Attendee
SLIM-Estimate [®] and SLIM-Control [®]	3 Days	\$1,297.00
SLIM-Metrics [®]	1 Day	\$448.88

Note 1: Training documentation is included in the above fees

3. IT Professional Services Pricelist (SIN# 132-51)

Labor Category	Condition ^{Note 1}	Hourly Rate ^{Note 2}
Principal	Without SLIM [®] software license purchase	\$272.77
Principal	With SLIM [®] software license purchase	\$260.28
Consultant II	Without SLIM [®] software license purchase	\$195.70
Consultant II	With SLIM [®] software license purchase	\$182.65
Consultant I	Without SLIM [®] software license purchase	\$154.99
Consultant I	With SLIM [®] software license purchase	\$141.95
Analyst II	Without SLIM [®] software license purchase	\$140.81
Analyst II	With SLIM [®] software license purchase	\$123.51
Analyst I	Without SLIM [®] software license purchase	\$ 99.41
Analyst I	With SLIM [®] software license purchase	\$ 94.64

Note 1: Category price (hourly rate) is determined by whether or not a concurrent SLIM[®] tool license (SIN# 132-32) has been purchased.

Note 2: Consultants' use of QSM software (SLIM-Estimate[®], SLIM-Control[®], SLIM-MasterPlanner[®], SLIM-DataManager[®] and SLIM-Metrics[®]) for the duration of the project is included in the above fees.

III. Detailed Terms and Conditions

1. Terms and Conditions Applicable to Term Software Licenses (SIN# 132-32)

- 1a. 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.
- 1b. Guarantee/Warranty. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty (Quantitative Software Management, Inc., Single and Multi-user License Agreement) as stated in the contract's commercial pricelist and as follows below will apply to this contract:

Software. As used in this Agreement, “Software” means any QSM-provided applications or firmware that has been provided to you for use pursuant to a Purchase Order. The “Software” consists of the object code version only of the full system, any module or subsystem, sample and utility computer programs provided on the electronic media in this package or downloaded by you from QSM. The term “Software” includes, without limitation, any patches, updates, improvements, additions, enhancements and other modifications or revised versions that may subsequently be provided to you by QSM from time to time.

Products. As used in this Agreement, “Products” means the Software and all associated user manuals and user documentation (the “Related Materials”) provided to you for use with the Software. The term “Products” will include all enhanced versions of, and updates to the Related Materials which may subsequently be provided to you by QSM from time to time during the term of this Agreement. The Software is the computer program(s) retrieved electronically using a download Internet link provided by us (the “Download Link”).

License. The Products are and will remain the property of Quantitative Software Management (QSM). QSM, with principal offices at 2000 Corporate Ridge, Suite 700, McLean, Virginia 22102, hereby grants you a nonexclusive, nontransferable, revocable license to use the Products as necessary for your internal business purposes subject to the terms and conditions of this Agreement and any limitations specified in the Purchase Order for such Products or other agreement with QSM. Such internal business purposes do not include use by any parent, subsidiary, or affiliate of yours, or any other third party, and you will not permit any such use. You may (i) only use the Software on one computer CPU at a time, and (ii) make one copy of the Software for backup purposes only. In the case of Software intended to be installed on a desktop, laptop, or other single user device, you must purchase a single copy of the Software for each such desktop, laptop, or other single user device on which you intend to have the Software operate, and you may make a backup copy of each instance of the Software. In the case of Software intended to be installed on a network and accessed by multiple users, this means that your Purchase Order will specify the number of users who are permitted to use such Software, and your ability to copy the Software is limited to a single backup copy. Any copy of the Software that you make is the property of QSM, and you agree to reproduce QSM’s copyright and other proprietary rights notices on any copy you make. You may copy or reproduce the Related Materials solely to the limited extent necessary for your internal business purposes as they relate to your use of the Software. Any copy of the Products that you make is the property of QSM and you agree to reproduce QSM’s copyright and other proprietary rights notices on any copy you make.

Additional Restrictions. Each user to whom you provide access to the Software must execute (via click-through) the End User Terms displayed by the Software (and provided in its current form as of the Effective Date prior to each instance of use of the Software). You may not take any action that would bypass the End User Terms screen or attempt in any way to circumvent the End User Terms screen. You may not (i) use the Products as part of a service bureau or time-sharing purposes, or in any other way to allow third parties to exploit the Software, or for any similar purposes, including without limitation where the Products are used directly or indirectly (a) for the benefit of a third party or (b) to compete with QSM and sublicensing and rental of the Products is prohibited; (ii) use the Software on a network or other multiple-user environment unless you pay for and obtain a multiple-user license from QSM; (iii) decompile, disassemble, reverse-engineer otherwise attempt to derive, obtain or modify the source code of the Software; (iv) remove, modify, obscure or obliterate any copyright or other proprietary rights notice on the Products; (v) modify, create derivative works from, distribute, publicly display, or publicly perform the Products. You acknowledge that copies of the Products are licensed, not sold, and you receive no ownership of any copy or of the Products themselves. Orders under this Agreement may only be placed for delivery and primary use within the region specified in the Purchase Order, if any.

User Count and License Verification. On an annual basis, you will report to QSM the total number of users of the Software, the total number of copies of the Software installed, and the identity of any

contractors, advisors, and consultants that you have permitted to use the Software. On a semi-annual basis (or upon notice from QSM if QSM reasonably suspects a breach of this Agreement), QSM will have the right to audit your use of the Software. You will provide reasonable cooperation with such audit, including providing access to personnel, computers on which the Software is installed and your network.

Runtime-Restricted Software. The Software is “Runtime-Restricted Use” software. You may only use the software to run the Integrated Application. You may not use the software to develop new applications, databases or tables. You also may not use the Software with existing applications, databases or tables, other than those in the Integrated Application. You may, to configure or extend the Integrated Application, use a tool to run queries or reports from existing tables, or use a development environment or workbench that is part of the Integrated Application.

Confidentiality and Nondisclosure. As used in this Agreement, “Proprietary Information” means any and all information and material that: (i) gives QSM and/or its licensors some competitive business advantage or the opportunity of obtaining such advantage or is otherwise proprietary or a trade secret; (ii) is marked “Proprietary,” “Restricted,” “Business Confidential,” or other similar marking; (iii) is known by you to be proprietary; or (iv) from all the relevant circumstances, should reasonably be assumed by you to be proprietary. Proprietary Information includes the Products. Proprietary Information does not include any information that you can prove: (i) was already known to you without restrictions at the time of its disclosure by QSM; (ii) after its disclosure by QSM, is made known to you without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by you without reference to the Proprietary Information. Proprietary Information will remain the property of QSM and/or its licensors, and you will not be deemed by virtue of this Agreement or any access to the Proprietary Information to have acquired any right, title, or interest in or to the Proprietary Information. You may not copy any Proprietary Information without QSM’s prior written permission. You may not remove any copyright, trademark, proprietary rights, or other notices included in or affixed to any Proprietary Information. You agree: (i) to hold the Proprietary Information in strict confidence; (ii) to limit disclosure of the Proprietary Information to employees, contractors, advisors or consultants having a need to know the Proprietary Information for the purposes of this Agreement, provided that you (a) ensure that such individuals are required to protect the Proprietary Information on terms consistent with this Agreement; and (b) accept responsibility for each such individual’s use of Proprietary Information; (iii) not to disclose any Proprietary Information to any third party; (iv) to use the Proprietary Information solely and exclusively in accordance with the terms of this Agreement in order to carry out your obligations and exercise your rights under this Agreement; (v) to afford the Proprietary Information at least the same level of protection against unauthorized disclosure or use as you normally use to protect your own information of a similar character, but in no event less than reasonable care; and (vi) to notify QSM promptly of any unauthorized use or disclosure of the Proprietary Information and to cooperate with and assist QSM in every reasonable way to stop or minimize such unauthorized use or disclosure. You agree that upon reasonable request from QSM you will cause any such contractors, advisors or consultants to execute a non-disclosure agreement directly with QSM that is substantially similar to the confidentiality requirements of this Agreement. QSM will have the right, in its sole discretion, to refuse access to Proprietary Information by any contractor, advisor, or third party. You agree that if a court of competent jurisdiction determines that you, or any person granted access to the Confidential Information by you, have breached, or attempted or threatened to breach, your confidentiality obligations to QSM, QSM’s proprietary rights, money damages, QSM and/or its licensors will suffer irreparable harm and that monetary damages will be inadequate to compensate for such breach. Accordingly, QSM, in addition to and not in limitation of any other rights, remedies, or damages available to it at law or in equity, will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations without requirement to post any bond. You may not use the Proprietary Information for your own or any third party’s benefit, competitive development, or any other purpose, except as specifically authorized in this Agreement.

Default. *In the event you breach any of your obligations under this Agreement, or any user permitted access to the Products breaches the End User Terms, QSM may immediately, without further notice, terminate the license granted to you and require that you immediately destroy all copies in your possession of the Products and certify such destruction to QSM.*

Warranty. *Each party represents and warrants to the other, as of the date that you first receive the Software, that (i) such party has the full right, power and authority to enter into this Agreement; (ii) the execution, delivery and performance by such party of this Agreement are within its powers and have been duly authorized by all necessary action; and (iii) when executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.*

Limited Warranty. *QSM warrants to you that, for a period of 90 days from the date of original receipt, (i) the Software will not, under normal use and service, deviate materially from the applicable specifications contained in the Related Materials, and (ii) the Related Materials will be free from defect in materials and workmanship. If any such deviation appears during such 90-day period in the Products, QSM will use commercially reasonable efforts to correct such deviation in a manner consistent with the support services that QSM provides for the Products. If, despite such commercially reasonable efforts QSM is unable to correct such deviation, such items may be returned to QSM for replacement, without charge. With regard to material defects in the Related Materials, such items may be returned to QSM for replacement, without charge. This warranty does not cover defects arising from modifications or misuse of the Products.*

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND RELATED MATERIALS ARE PROVIDED "AS IS" AND NO OTHER WARRANTIES ARE PROVIDED BY QSM WITH RESPECT TO THE PRODUCTS WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, INTEGRATION, PERFORMANCE, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, QSM MAKES NO WARRANTY THAT ANY LICENSED MATERIALS WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS, OR IN AN UNINTERRUPTED MANNER, THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH OTHER THIRD PARTY SOFTWARE OR HARDWARE SELECTED BY YOU, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. NO ADVICE OR INFORMATION PROVIDED BY QSM WILL CREATE A WARRANTY. YOU ASSUME TOTAL RESPONSIBILITY FOR ANY AND ALL RISK ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SOFTWARE OR ANY RELATED MATERIALS.

Liability. *QSM'S OBLIGATION TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR TO REPLACE THE DEFECTIVE PRODUCTS, AS PROVIDED ABOVE, IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS AGAINST QSM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR RELATING TO ANY PRODUCT, WHETHER MADE OR SUFFERED BY YOU OR ANY OTHER PERSON OR PARTY AND WHETHER BASED IN CONTRACT OR TORT OR OTHERWISE, IN NO EVENT WILL QSM BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, ANY DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOST REVENUE, LOST SAVINGS, OR LOSS OF BUSINESS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE OR QSM'S PERFORMANCE OF SERVICES, OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF QSM ARISING OUT OF OR IN CONNECTION*

TO
LICENSE THE SOFTWARE.

WITH THIS AGREEMENT OR THE USE OR INABILITY
USE ANY PRODUCT EXCEED THE AMOUNT YOU PAID TO

Indemnity by QSM. QSM agrees to defend any claim against you alleging that any Product infringes any U.S. patent or copyright, and to pay any final judgment rendered on such claim, provided you give QSM prompt notice of the claim, allow QSM sole control of the defense or settlement of the claim, and fully cooperate with QSM in such defense or settlement. The foregoing obligations will not apply to claims related to or arising from (i) modifications to a Product made other than by or for QSM, (ii) use of a Product other than as intended by QSM, or (iii) any combination of a Product any product, service or software not supplied by QSM. If a Product becomes, or in QSM's opinion is likely to become, the subject of an infringement claim, QSM may, at its option: (i) obtain for you the right to continue using the Product; (ii) modify the Product in order to avoid the claim of infringement; or (iii) if in QSM's opinion neither (i) nor (ii) is commercially reasonable, terminate this Agreement with respect to the allegedly infringing Product and refund to you an amount equal to the then-current depreciated value of the allegedly infringing Product. This section states QSM's sole liability and your sole remedy for any damages arising in connection with any claim of infringement or misappropriation by any QSM-provided Product of any third party intellectual property rights.

Export of Products. You agree that you will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Products, or any technical information about the Products, to any country for which the U.S. Export Administration Act, any regulation thereunder, or any similar U.S. law or regulation, requires an export license or other U.S. Government approval, unless the appropriate export license or approval has been obtained. In the event of a breach of this provision, you agree to indemnify, defend and hold QSM harmless from any claim, action or fine by the U.S. government.

Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to QSM shall be addressed to the attention of its Co-Chief Executive Officer, with a copy to its Vice President for Sales, at the address specified in the first paragraph of this Agreement. Notices to Customer shall be addressed to the individual named on the applicable Purchase Order at the address specified on such Purchase Order.

Miscellaneous. In the event of the partial or complete invalidity of any clause of this Agreement, such clause will be deemed to be restated to reflect, as nearly as possible under applicable law, the original intentions of the parties, and the remainder of this Agreement will continue in full force and effect. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein will remain in full force and effect. This Agreement constitutes the entire agreement and understanding between us and supersedes any proposal, prior agreement, or any other communication between us, oral or written, relating to the subject matter of this Agreement. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules. Any action to enforce this Agreement (including any other agreement incorporating these terms) must be brought in the Commonwealth of Virginia. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The application of the United Nations Convention on

Contracts for the International Sale of Goods is expressly excluded. You may not assign or transfer this Agreement.

Electronic Communication. *When you use the QSM web site or send e-mails to QSM, you are communicating with QSM electronically. You consent to receive communications from QSM electronically. QSM will communicate with you by e-mail or posting notices on the QSM web site. You agree that all agreements, notices, disclosures, and other communications that QSM provides to you electronically satisfy any legal requirement that such communications be in writing.*

U.S. Government Use. *The Products, including related commercial software and technology installed on the hardware of, and/or documentation and technical data, delivered to the U.S. Federal government end users, is "commercial computer software" and "commercial technical data" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency supplemental regulations, including the Department of Defense (DoD) FAR Supplement ("DFARS"). Where the Products are being delivered to the U.S. Government under a U.S. Government contract or subcontract, use, reproduction, and disclosure of the Products by the U.S. Government will be subject to this Agreement. The customary commercial license contained in this Agreement is provided in accordance with FAR § 12.211 (Technical Data) and FAR § 12.212 (Software) and, for DoD transactions, DFARS § 227.7102-1 (Technical Data), DFARS § 252.227-7015 (Technical Data – Commercial Items) and DFARS § 227.7202.3 (Rights in Commercial Computer Software or Computer Software Related Materials). If a government agency has a "need for" or otherwise additional right not conveyed under these terms, it must negotiate with QSM to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For purposes of the FAR, the Products will be deemed to be "unpublished" and licensed with disclosure prohibitions.*

- 1c. Technical Services. The Contractor provides, without additional charge to the Ordering Activity, a technical support number, which is for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is (800) 424-6755, and is available from 9am (EST) to 5pm (EST).
- 1d. Software Maintenance as a Product (SIN 132-32) 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.
 - (1) 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.
 - (2) 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.
- 1e. Periods of Term Licenses (132-32). The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time. Term licenses may be discontinued by the Ordering Activity on thirty (30) calendar days' written notice to the Contractor.
 - (1) Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses 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 orders citing the new appropriation shall be required, if the period of the term licenses is to be continued during any remainder of the contract period.

- (2) 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.
- (3) Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.
- 1f. Utilization Limitations (132-32). Software acquisition is limited to commercial computer software defined in FAR Part 2.101. 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 (e.g., service, bureau, division, command) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one Ordering Activity's site. This would allow other agencies access to one Ordering Activity's database. For Ordering Activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze, and present data. The user Ordering Activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user Ordering Activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user Ordering Activity.
 - (3) Except as is provided in paragraph 1b 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 the 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.

- 1g. Software Conversions (132-32). 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 term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.
- 2. Terms and Conditions Applicable to Training Courses (SIN# 132-50)**
- 2a. Scope. The Contractor shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation. The Contractor shall provide training at the Contractor's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.
- 2b. Orders. Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under BPAs shall be the basis for the purchase of training courses, in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.
- 2c. Time of Delivery. The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.
- 2d. Cancellation and Rescheduling. The Ordering Activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date if a student will be unable to attend. The Contractor will then permit the Ordering Activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Ordering Activity will modify its original training order to specify the time and date of the rescheduled training class.
- (1) In the event the Ordering Activity fails to cancel or reschedule a training course within the time frame specified in paragraph 4a, above, the Ordering Activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Ordering Activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
 - (2) The Ordering Activity reserves the right to substitute one student for another up to the first day of class.
 - (3) In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, the Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.
- 2e. Follow-up Support. The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.
- 2f. Price for training. The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement, or the Ordering Activity price in effect at the time the training course is conducted, whichever is less.
- 2g. Invoices and Payment. Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324).

2h. Format and Content of Training. The Contractor shall provide written materials (e.g., manuals, handbooks, texts) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students. The Contractor shall provide each student with a Certificate of Training at the completion of each training course. Additionally, the Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class, if applicable).

2i. Travel Costs. For those courses conducted at the Ordering Activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (i.e., *per diem* charges), are governed by Public Law 99-234 and FAR Part 31.205-46, and are reimbursable by the Ordering Activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA City Pair contracts. The Industrial Funding Fee does NOT apply to travel and *per diem* charges.

2j. "No Charge" Training. None.

3. Terms and Conditions Applicable to IT Professional Services (SIN# 132-51)

3a. Scope. The prices, terms and conditions stated under Special Item Number 132-51, Information Technology Professional Services, apply exclusively to IT Services within the scope of this Information Technology Schedule. 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.

3b. Performance Incentives. Performance incentives may be agreed upon between the Contractor and the Ordering Activity on individual fixed price orders or BPAs under this contract, in accordance with this clause. The Ordering Activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or BPAs. 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.

3c. Performance of Services. The Contractor shall commence performance of services on the date agreed to by the Contractor and the Ordering Activity. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the Ordering Activity. 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. 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.

3d. Stop-Work Order (FAR 52.242-15) (AUG 1989). 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

The any further period to which the parties may agree. 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.

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.

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. 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.

3e. Organizational Conflicts of Interest. Definitions:

- (1) "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
- (2) "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, 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.
- (3) 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.

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.

- 3f. 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.

- 3g. **Payments.** For Firm-Fixed Price orders, the Ordering Activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For Time-and-Materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to Time-and-Materials orders placed under this contract. For Labor-Hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to Labor-Hour orders placed under this contract. 52.216-31 (Feb 2007).
- 3h. **Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition.** As prescribed in 16.601(e)(3), when the Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation, the offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
- (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.
- 3i. **Resumes.** Resumes shall be provided to the GSA Contracting Officer or the user Ordering Activity, upon request.
- 3j. **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.
- 3k. **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.

IV. IT Professional Services Labor Categories and Descriptions (SIN#132-51)

For all labor categories below, a graduate degree may be substituted for five (5) years of experience and a formal certification relevant to system and software management practices (e.g., PMP, CMS, Six Sigma Black Belt) may be substituted for two (2) years' experience.

Job Title	Principal
Minimum /General Experience	Twenty (20) years of technical and management consulting experience with a broad range of governmental and commercial customer interaction at the Chief Executive (CEO) or Chief Information Officer (CIO) level. A published author and/or speaker in system and software management best practices with extensive experience using system development life cycle management tools.
Functional Responsibility	Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic-oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, expert witness support, research, function point analysis,

	requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing/service level agreements, and custom education and training. Solving problems involving high visibility system and software projects in which the project costs range from \$10 to \$500 million.
Minimum Education	Bachelor's Degree.

Job Title	Consultant II
Minimum /General Experience	Fifteen (15) years of technical and management consulting experience with a broad range of governmental and commercial customer interaction at senior levels, including significant experience using system development life cycle management tools.
Functional Responsibility	Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic-oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, expert witness support, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing/service level agreements, and custom education and training. Solving problems involving high visibility system and software projects in which the project costs range from \$10 to \$500 million.
Minimum Education	Bachelor's Degree.

Job Title	Consultant I
Minimum /General Experience	Ten (10) years of technical and management consulting experience with a broad range of governmental and commercial customer interaction, including experience using system development life cycle management tools.
Functional Responsibility	Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic-oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing/service level agreements, and custom education and training.
Minimum Education	Bachelor's Degree.

Job Title	Analyst II
Minimum /General Experience	Five (5) years of technical and management consulting experience with a broad range of governmental and a commercial customer interaction, including experience using system development life cycle management tools.
Functional	Initiation, planning, estimating, benchmarking, tracking and control of system

Responsibility	and software projects. Strategic-oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing/service level agreements, and custom education and training.
Minimum Education	Bachelor's Degree.

Job Title	Analyst I
Minimum /General Experience	Proficiency using system development life cycle management tools.
Functional Responsibility	Initiation, planning, estimating, benchmarking, tracking and control of system and software projects. Strategic-oriented management and problem solving skills including: independent estimates, bid assessments and alternatives analyses, project health check assessment, benchmarking and process improvement, research, function point analysis, requirements engineering, acquisition and program management, independent verification and validation (IV&V), metrics, negotiating outsourcing/service level agreements, and custom education and training.
Minimum Education	Two years college, Bachelor's Degree preferred.

V. Commitment to Promote Small Business Participation Procurement Programs

PREAMBLE

QSM provides commercial products and services to Ordering Activities. We are committed to promoting participation of 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 and to actively seek and partner with Small Businesses.

COMMITMENT

To identify, qualify, mentor, and develop 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, disadvantaged, and women-owned Small Business to supply products and services to our company.

To ensure procurement opportunities are designed to permit the maximum possible participation of 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, disadvantaged, and women-owned Small Businesses to promote and increase their participation in Ordering Activity contracts.

To accelerate potential opportunities please contact:

Joseph A. Madden
Quantitative Software Management, Inc.
2000 Corporate Ridge, Suite 700; McLean, Virginia 22102
Phone: (703) 790-0055 or joseph.madden@qsm.com