

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

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

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Amyx, Inc.

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Alexandria, VA 22314

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Contract Number: **GS-35F-0481L**

Period Covered by Contract: June 28, 2006 through June 27, 2011

General Services Administration
Federal Supply Service

Pricelist current through Refresh #17/19, Modification # FX32, and Contract Modification PA-0010, June 26, 2006.

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

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**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!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ 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.

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:
Not Applicable

2. Contractor's Ordering Address and Payment Information:

Amyx, Inc.
1725 Duke Street, Suite 550
Alexandria, VA 22314
Telephone: (703) 373-1984
Fax: (703) 373-1419

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:

(703) 373-1984 Monday thru Friday, 8:00 A.M to 5:00 PM (Eastern Standard Time)

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 136794802
Block 30: Type of Contractor – A (Small Disadvantaged Business)
Block 31: Woman-Owned Small Business - Yes
Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1979772

- 4a. CAGE Code: 1QNC9
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	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.

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

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Are offered the same discounts as all other Government customers.
- e. Other: None

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing: Not Applicable

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

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

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology (IT) Professional Services

Note: This is not a restriction on the contract or any task order value.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a

reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.amyx.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

- (b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT 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.

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.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT 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.

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.

DESCRIPTION OF IT SERVICES AND PRICING

Amyx, Inc. GSA Labor Category Descriptions

a. Executive Trainer/Facilitator

Experience: Acts independently on the most specialized areas of the program or project. Leads and participates in major system implementations. Applies knowledge of leading edge organizational and behavioral management techniques. Possess specialized and/or highly sought after skills and/or council. Specializes in the areas of: Human Resources Planning and Analysis, Organization Development, Strategic Planning and Analysis, Team Building, SWOT, MacMillan Matrix and other similar methods and tools.

Responsibility: Able to analyze organizations using proven methods and techniques, prepare surveys, interview management level personnel and report out on findings. Evaluates organizational behavior and recommends improvements in human resource management. Designs training programs, seminars and forums and conducts team building sessions to assist organizations run more effectively.

Minimum Education: Minimum of Master s Degree and 10 years of specialized experience. A PhD is preferred.

b. Sr. Program Manager

Minimum/General Experience: Twenty (20) years of leading teams or projects to include integration of various information technology projects using proven program management techniques and skill sets, such as: measuring performance against cost, schedule and quality; sizing tasks and provides work breakdown structures to the government.

Functional Responsibility: Acts as senior level focal point for projects within the program; this includes consultation on staffing, financial, performance and delivery issues. Ensures the overall quality of the product and monitors against financial profile. Possess significant planning and management experience over multiple projects.

Minimum Education: Bachelor s Degree in Computer Science, Business, or other related field.

c. Program Manager

Minimum/General Experience: 15 years experience total with a combination of Eight (8) years of general experience and Seven (7) years of specialized experience. Knowledge of systems development life cycle and planning through production phase. Expertise in managing and controlling information technology projects including budgets and resources using automated project management tools; demonstrated capability in managing multiple task contracts and/or subcontracts. General experience includes increasingly complex responsibilities in information technology systems design and/or management levels.

Functional Responsibility: Manages mid-size projects and/or large complex task orders. Provides overall functional or technical lead direction to functional or technical staff. Sizes work effort, defines deliverables and work projects. Participates in technical execution of work. Coordinates deliverables and communicates with client s technical representatives, contracting officers and government end-users. May also serve as Sr. Technical Expert.

Minimum Education: A Bachelor s Degree in Computer Science, Business or other related area.

d. Sr. Information Technology Architect/Subject Matter Consultant

Minimum/General Experience: 15 years experience total with a combination of Eight (8) years of general experience and Seven (7) years of specialized experience. Working knowledge of system information scope for development of enterprise-wide or large-scale information systems. Experience in the design of architecture to include: hardware, communication, operations, software, and/or security to support the total requirement for current and/or future interfaces and operations. Qualified to lead a staff of analysts and/or engineers if required.

Functional Responsibility: Provides senior level knowledge and/or leadership in all areas of technical implementation. Establishes system information scope for development of enterprise-wide or large-scale information systems. Contributes to design of architecture to include: hardware, communication, operations, software, and/or security to support the total requirement for current and/or future interfaces and operations. Ensures system compatibility with applicable standards and reference models.

Minimum Education: Bachelor s Degree in information systems, engineering, mathematics, computer science or related technical area. Master s Degree may substitute for 2 years of generalized experience.

e. Information Technology Architect/Subject Matter Consultant

Minimum/General Experience: 10 years experience total with a combination of Six (6) years of general experience and Four (4) years of specialized experience. Experience in multiple specialties including: operations/statistical research, enterprise resource planning, electronic commerce, data communications analysis and design, database management systems, systems, network and data security, software testing/quality assurance and end-user instruction. Provides knowledge and/or leadership in all areas of technical implementation. Progressive experience in business analysis or programming.

Functional Responsibility: Assists with system information scope for development of enterprise-wide or large-scale information systems. Contributes to design of architecture to include: hardware, communication, operations, software, and/or security to support the total requirement for current and/or future interfaces and operations

Minimum Education: Bachelor s Degree in information systems, engineering, mathematics, computer science or related technical area. Master s Degree may substitute for 2 years of generalized experience.

f. Sr. Functional Analyst

Minimum/General Experience: 15 years experience total with a combination of Eight (8) years of general experience and Seven (7) years of specialized experience. Experience in a variety of business disciplines such as: procurement, human resources, finance, logistics, medical, enterprise resource planning, electronic commerce and electronic data interchange, security, and requirements determination. Applies functional experience to business or technology problems. Qualified to lead a staff of analysts and/or engineers if required.

Functional Responsibility: Provides senior level analysis and leadership to the project in all areas of functional implementation. Provides program and/or technical guidance concerning information technology solutions to complex business and information processing issues.

Minimum Education: Bachelor s Degree; Masters Degree may substitute for 2 years of general experience.

g. Sr. Logistics Business Process Reengineering (BPR) Consultant

Minimum/General Experience: 15 years experience total with a combination of Eight (8) years of general experience and Seven (7) years of specialized experience. Specialized program and/or technical guidance concerning business process reengineering of major complex information technology systems. Experience in a variety of business disciplines such as: procurement, human resources, finance, logistics, medical, enterprise resource planning, electronic commerce and electronic data interchange, security, and requirements determination. Qualified to lead a staff of analysts and/or engineers if required.

Functional Responsibility: Provides senior level BPR analysis and leadership to the project in all areas of process implementation. Demonstrated knowledge of data flows, standards and process solutions to complex business and information processing issues. Applies functional experience to business or technology problems.

Minimum Education: Bachelor s Degree; Masters Degree may substitute for 2 years of general experience.

h. Sr. Logistics Systems Analyst

Minimum/General Experience: 15 years experience total with a combination of Eight (8) years of general experience and Seven (7) years of specialized experience. Specialized logistics experience, which may include military background in any of the following logistics areas: supply chain management, acquisition, supply support, transportation, distribution, maintenance and repair. Qualified to lead a staff of analysts, logisticians or engineers if required.

Functional Responsibility: Provides senior level logistics analysis and leadership to the project in all areas of logistics. Demonstrated knowledge of electronic commerce applications and relationship to supply chain environment, legacy systems and processes.

Minimum Education: Bachelor s Degree; Masters Degree may substitute for 2 years of general experience.

i. Functional Analyst

Minimum/General Experience: 10 years experience total with a combination of Six (6) years general and Four (4) years of specialized experience. Experience in a variety of business disciplines such as: procurement, human resources, finance, logistics, medical, enterprise resource planning, electronic commerce and electronic data interchange, security, and requirements determination. Qualified to lead a staff of analysts and/or engineers if required.

Functional Responsibility: Provides analysis to the project in all areas of functional implementation. Applies functional experience to business or technology problems. Provides specialized program and/or technical guidance concerning information technology solutions to complex business and information processing issues.

Minimum Education: Bachelor s Degree.

j. Data Analyst

Minimum/General Experience: 8 years experience total with a combination of Six (6) years general and Two (2) years of specialized experience. Demonstrated experience in database management system design and system analysis, operating systems software and data definition and manipulation languages. Knowledge of legacy and current storage and retrieval methods. General knowledge of data structures, design, views and data dictionaries.

Functional Responsibility: Provides data analysis to the project in all areas of data and database implementation. Increasing responsibilities in DMBS logical and/or physical design and implementation; experience in modeling, analysis, hierarchical or relational databases and data modeling tools and/or methods. Assists functional, logistical and technical staff. Works independently or under only general direction.

Minimum Education: Bachelor s Degree

k. Sr. Electronic Commerce Systems Engineer

Minimum/General Experience: 10 years experience total with a combination of Six (6) years of general experience and Four (4) years of specialized experience. Knowledge of servers, workstations, and programmable devices such as handhelds. Knowledge of network operations and protocols, EC tools and protocols, configuration management tools and methodologies (such as Tivoli) and ability to design overall network configuration. Experience with networking equipment to include configuration, installation and troubleshooting. Qualified to lead technical staff and users in a consultative role as required.

Functional Responsibility: Provides senior level support and leadership to the project in all areas of systems development and technical implementation. Applies Electronic Commerce (EC) principles and technology to network environment. Able to translate system designs and specifications into functioning and architecturally compliant systems. Ability to plan, design, develops, install, modify and test networks, application programs and/or computer based systems.

Minimum Education: Bachelor s Degree in engineering discipline or applicable certification.

l. Sr. Electronic Commerce Systems Analyst

Minimum/General Experience: 10 years experience total with a combination of Six (6) years of general experience and Four (4) years of specialized experience. Expertise in information technology disciplines or specific functional area related to information technology including Electronic Commerce (EC) and/or eBusiness related technologies.

Functional Responsibility: Expertise in information technology disciplines or specific functional area related to information technology including Electronic Commerce (EC) and/or eBusiness related technologies.

Minimum Education: Bachelor s Degree in engineering discipline or applicable certification.

m. Logistics Systems Requirements Consultant

Minimum/General Experience: 8 years experience total with a combination of Six (6) years general, Two (2) years specialized. Specialized logistics experience, which may include military background in any of the following logistics areas: supply chain management, acquisition, supply support, transportation, distribution, maintenance and repair. Knowledge of electronic commerce applications and relationship to supply chain environment, legacy systems and processes. Experience in requirements determination, functional testing, life cycle development and application of requirements to technology.

Functional Responsibility: Provides logistics requirements analysis; works with logistics, functional and technical senior staff to ensure system design meets end user requirements. Utilizes software tools to build system/project requirements and tracks accordingly; provides requirement studies, data calls, collects and consolidates requirements for technical team and presents to senior management.

Minimum Education: Bachelor s Degree; Masters Degree may substitute for 2 years of general experience.

n. Web/Internet Consultant

Experience: Knowledge of web related experience and languages (such as HTML). Understanding of graphic formats used on the World Wide Web; knowledge of advanced techniques using mark-up languages including tables, forms and using word process to web mark up converters to maximize efficiency. Experience with web graphics, implementing image files, animation, icons and other advanced multi-media options for web pages. Uses Internet development tools and designs static and dynamic web pages. Progressive experience in web related technologies and information technology assignments.

Responsibility: Design of web pages, development and placement of content, works with functional and technical staff to incorporate front-end content with back end data and content. Works independently or only under general direction.

Minimum Education: Bachelor s Degree; 4 years general and 1 year specialized experience.

o. Sr. Technical Advisor

Minimum/General Experience: Requires fifteen (15) years of general experience in information systems, including ten (10) years of specialized experience providing state-of-the art solutions in information systems technology.

Functional Responsibility: Provides expert independent services and leadership in specialized technical areas. Provides expertise on an as needed basis to all task assignments. Identifies, evaluates, and specifies system architecture and high-level design. Provides advice and counsel to project and senior management through broad technical specialization of scientific theory and principals.

Minimum Education: Bachelor s Degree; Masters Degree may substitute for 2 years of general experience.

p. Sr. Financial Systems Analyst

Minimum/General Experience: Eight (8) years of financial analysis experience, thorough knowledge of the principles of project management and professional accounting; broad technical knowledge of Federal accounting, budgeting, reporting, and financial management principles, practices, and requirements.

Functional Responsibility: Serves as technical expert for government financial information management. Assists in the development of logical and physical systems design. Reviews and prepares systems documents and specifications. Provides technical interpretation of financial policy and concepts underlying Federal accounting and reporting regulations and procedural requirements. Prepares reports, studies, and documentation, delivers presentations, and participates in meetings.

Minimum Education: Bachelor's Degree

q. Business Re-Engineering Expert

Minimum/General Experience: A minimum of six (6) years of Business Process Reengineering experience with three (3) years experience with the last five (5) years in the analysis, design/redesign, development, integration, and implementation of large scale business processes/systems.

Functional Responsibility: Provides expert independent services and leadership in specialized technical areas to agency heads, directors, and senior managers on quality improvement. Design, organize, lead, and conduct executive level workshops, benchmarking, and surveys. Facilitate process improvement efforts through custom programming, commercial off the shelf (COTS), or other means. Manage a team of senior consultants and analysts that coordinate the evaluation and redesign of current business technology and resources, and improve process performance.

Minimum Education: Bachelor's degree; Master's degree substitutes for two (2) years specialized experience.

r. Sr. Information Engineer

Minimum/General Experience: Requires a minimum of six (6) years experience managing or performing software engineering activities, of which three (3) years must be specialized. Specialized experience includes: Demonstrated experience working with third/fourth generation languages in the design and implementation of systems and using database management systems. General experience includes increasing responsibilities in software engineering activities.

Functional Responsibility: Analyzes and studies complex system requirements. Design software tools and subsystems to support software reuse and domain analysis and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

Minimum Education: Bachelor's Degree or Master of Sciences degree in Computer Science, Information Systems, Engineering, Business will be considered equivalent to one year specialized experience and two years general experience.

s. Information Engineer

Minimum/General Experience: Requires a minimum of three (3) years experience as a software engineer; two (2) years experience working with third/fourth generation languages in the design and implementation of systems and one (1) year working with data base management.

Functional Responsibility: Analyzes and studies complex system requirements. Design software tools and subsystems to support software reuse and domain analysis and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools.

Minimum Education: Bachelor s degree in Computer Science, Information systems, Engineering, Business, or other related discipline.

t. Jr. Functional Analyst

Minimum/General Experience: 6 years experience total with a combination of Four (4) years general and Two (2) years of specialized experience. Experience in a variety of business disciplines such as: procurement, human resources, finance, logistics, medical, enterprise resource planning, electronic commerce and electronic data interchange, security, and requirements determination.

Functional Responsibility: Provides analysis to the project in all areas of functional implementation. Applies functional experience to business or technology problems. Provides specialized program and/or technical guidance concerning information technology solutions to complex business and information processing issues.

Minimum Experience: 4 years general and 2 year specialized experience.

u. Jr. Web/Internet Consultant

Experience: Knowledge of web related experience and languages (such as HTML). Understanding of graphic formats used on the World Wide Web; knowledge of techniques using mark-up languages including tables, forms and using word process to web mark up converters to maximize efficiency. Experience with web graphics, implementing image files, animation, icons and other advanced multi-media options for web pages. Uses Internet development tools and designs static and dynamic web pages. Journeyman experience in web related technologies and information technology assignments.

Responsibility: Design of web pages, development and placement of content, works with functional and technical staff to incorporate front-end content with back end data and content.

Minimum Experience: 2 years general and 1 year specialized experience.

LABOR RATES

AMYX, INC. LABOR CATEGORY RATE SCHEDULE	Hourly Rate				
	Gov't. Site				
	Year 6	Year 7	Year 8	Year 9	Year 10
Executive Trainer/Facilitator	\$274.55	\$282.78	\$291.27	\$300.01	\$309.01
Sr. Program Manager	\$184.80	\$190.34	\$196.05	\$201.93	\$207.99
Program Manager	\$182.16	\$187.62	\$193.25	\$199.05	\$205.02
Sr. Information Technology Architect/Subject Matter Consultant	\$164.54	\$169.47	\$174.56	\$179.79	\$185.19
Information Technology Architect/Subject Matter Consultant	\$143.72	\$148.03	\$152.47	\$157.04	\$161.76
Sr. Functional Analyst	\$158.68	\$163.44	\$168.35	\$173.40	\$178.60
Sr. Logistics Business Process Reengineering (BPR) Consultant	\$164.54	\$169.47	\$174.56	\$179.79	\$185.19
Sr. Logistics Systems Analyst	\$158.68	\$163.44	\$168.35	\$173.40	\$178.60
Functional Analyst	\$132.50	\$136.48	\$140.57	\$144.79	\$149.13
Jr. Functional Analyst	\$113.74	\$117.15	\$120.67	\$124.29	\$128.02
Data Analyst	\$127.75	\$131.58	\$135.53	\$139.59	\$143.78
Sr. Electronic Commerce (EC) Systems Engineer	\$134.29	\$138.32	\$142.47	\$146.74	\$151.15
Sr. Electronic Commerce (EC) Systems Analyst	\$134.29	\$138.32	\$142.47	\$146.74	\$151.15
Logistics Systems Requirements Consultant	\$123.94	\$127.66	\$131.49	\$135.43	\$139.49
Web Internet Consultant	\$141.02	\$145.25	\$149.61	\$154.09	\$158.72
Jr. Web Internet Consultant	\$106.81	\$110.01	\$113.31	\$116.71	\$120.21
Sr. Technical Advisor	\$134.09	\$138.11	\$142.25	\$146.52	\$150.91
Sr. Financial Systems Analyst	\$113.48	\$116.89	\$120.39	\$124.01	\$127.73
Business Re-Engineering Expert	\$187.72	\$193.35	\$199.15	\$205.12	\$211.27
Sr. Information Engineer	\$176.04	\$181.32	\$186.76	\$192.36	\$198.13
Information Engineer	\$162.48	\$167.36	\$172.38	\$177.55	\$182.87

Year 6 includes the period June 28, 2006 through June 27, 2007.

Year 7 includes the period June 28, 2007 through June 27, 2008

Year 8 includes the period June 28, 2008 through June 27, 2009

Year 9 includes the period June 28, 2009 through June 27, 2010

Year 10 includes the period June 28, 2010 through June 27, 2011

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

PREAMBLE

(Name of Company) 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: Cheryl E. Amyx, President & CEO, (703) 373-1984, camyx@amyx.com.

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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