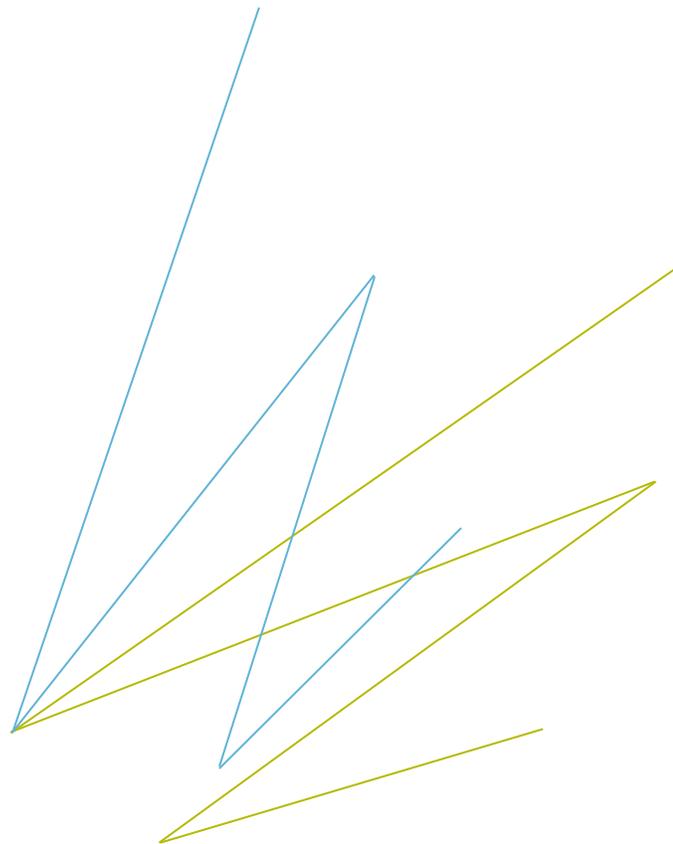


Noblis, Inc.

Authorized Federal Supply Schedule Price List

FEDERAL SUPPLY SCHEDULE 70 - INFORMATION
TECHNOLOGY SCHEDULE PRICELIST (IT70)

Contract Number: GS-35F-0590W



2002 Edmund Halley Drive

Reston, VA 20191-3436

**Telephone (703) 610-2007 or
(877) 662-4799**

Fax (703) 610-2020

NOBLIS, INC. AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-45C Cyber Hunt
Special Item No. 132-51 Information Technology Professional Services
Special Item No. 132-52 Electronic Commerce Services
Special Item No. 132-60F Identity and Access Management Professional Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-45C CYBER HUNT

Cyber hunt activities are responses to crisis or urgent situations within the pertinent domain to mitigate immediate and potential threats. Cyber Hunt activities start with the premise that threat actors known to target some organizations in a specific industry, or specific systems, are likely to also target other organizations in the same industry or with the same systems. Use information and threat intelligence specifically focused on the proximate incident to identify undiscovered attacks. Investigates and analyzes all relevant response activities.

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

SPECIAL ITEM NUMBER 132-60F IDENTITY AND ACCESS MANAGEMENT PROFESSIONAL SERVICES - SUBJECT TO COOPERATIVE PURCHASING. Supports planning, risk assessment, deployment, implementation and integration of Identity and Access Management (IAM) with customer agency applications, both certificate-based and non-certificate-based. (FPDS D399)

Noblis, Inc.

2002 Edmund Halley Drive, Reston, VA 20191-3436
General (703) 610-2000; Schedule (703) 610-2007 or (877) 662-4799; Fax (703) 610-2020
www.noblis.org

Contract Number:	GS-35F-0590W
Period Covered by Contract:	August 16, 2010 - August 15, 2020
Business Size:	Large Business
Taxpayer Identification Number (TIN):	54-1781521
Cage Code:	05DZ5
DUNS Number:	93-290-2364
SAM Database	Active Registration

Prices are current through **Modification PS-0015** effective **May 25, 2018**

Products and ordering information in this IT70 Authorized FSS Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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GS-35F-0590W

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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 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 micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition 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:

2. CONTRACTOR'S ORDERING ADDRESS ADMINISTRATION ADDRESS AND PAYMENT INFORMATION:

Orders and Administration:

Noblis, Inc.
2002 Edmund Halley Drive
Reston, VA 20191-3436

Remittance (Check):

Noblis, Inc.
Client ID# 500008
PO Box 5007
Merrifield, VA 22116-5007

Remittance (ACH/Wire):

Noblis, Inc. C/O TD Bank, N.A.
Account #4261631547
ACH/ABA 054001725
Wire/ABA 031101266

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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) 610-2007 or (877) 662-4799

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: **93-290-2364**

Block 30: Type of Contractor –

- C. Large Business**
- G. Other Nonprofit Organization**

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): **54-1781521**

4a. CAGE Code: **05DZ5**

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

5. FOB DESTINATION:

All offerings are 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: **As mutually agreed in individual Orders.**
- 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 and IFF applied.

- a. Prompt Payment: 0 % - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity N/A
- c. Dollar Volume : **2% discount on single Orders \$300,000 or greater under SIN 132-52 (Electronic Commerce Services) .**
- d. Government Educational Institutions N/A

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: N/A

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is **\$100.00.**

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

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

- Special Item No. 132-45C - Cyber Hunt
- Special Item Number 132-51 - Information Technology Professional Services
- Special Item Number 132-52 - Electronic Commerce (EC) Services

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

- Special Item Number 132-60F – Access Certificates for Electronic Services (ACES) Program

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), <http://www.nist.gov/publication-portal.cfm>.

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."

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003):

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

labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 552.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II – JL 2009) (FAR DEVIATION – JUL 2015) (TAILORED).

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.gsaadvantage.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-**

- a. 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);
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. 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:

N/A

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 receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

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.noblis.org

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..

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 HIGHLY ADAPTIVE CYBERSECURITY SERVICES (HACS) SPECIAL ITEM NUMBER 132-45C

Vendor suitability for offering services through the Highly Adaptive Cybersecurity Services (HACS) SINs must be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:

- Federal Acquisition Regulation (FAR) Part 52.204-21
- OMB Memorandum M-06-19 - Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments
- OMB Memorandum M -07-16 - Safeguarding Against and Responding to the Breach of Personally Identifiable Information
- OMB Memorandum M-16-03 - Fiscal Year 2015-2016 Guidance on Federal Information Security and Privacy Management Requirements
- OMB Memorandum M-16-04 – Cybersecurity Implementation Plan (CSIP) for Federal Civilian Government
- The Cybersecurity National Action Plan (CNAP)
- NIST SP 800-14 - Generally Accepted Principles and Practices for Securing Information Technology Systems
- NIST SP 800-27A - Engineering Principles for Information Technology Security (A Baseline for Achieving Security)
- NIST SP 800-30 - Guide for Conducting Risk Assessments
- NIST SP 800-35 - Guide to Information Technology Security Services
- NIST SP 800-37 - Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach

- NIST SP 800-39 - Managing Information Security Risk: Organization, Mission, and Information System View
- NIST SP 800-44 - Guidelines on Securing Public Web Servers
- NIST SP 800-48 - Guide to Securing Legacy IEEE 802.11 Wireless Networks
- NIST SP 800-53 – Security and Privacy Controls for Federal Information Systems and Organizations
- NIST SP 800-61 - Computer Security Incident Handling Guide
- NIST SP 800-64 - Security Considerations in the System Development Life Cycle
- NIST SP 800-82 - Guide to Industrial Control Systems (ICS) Security
- NIST SP 800-86 - Guide to Integrating Forensic Techniques into Incident Response
- NIST SP 800-115 - Technical Guide to Information Security Testing and Assessment
- NIST SP 800-128 - Guide for Security-Focused Configuration Management of Information Systems
- NIST SP 800-137 - Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations
- NIST SP 800-153 - Guidelines for Securing Wireless Local Area Networks (WLANs)
- NIST SP 800-171 - Protecting Controlled Unclassified Information in non-federal Information Systems and Organizations

1. SCOPE

- a. The labor categories, prices, terms and conditions stated under Special Item Number 132-45C High Adaptive Cybersecurity Services apply exclusively to High Adaptive Cybersecurity Services within the scope of this Information Technology Schedule.
- b. Services under these SINs are limited to Highly Adaptive Cybersecurity Services only. Software and hardware products are under different Special Item Numbers on IT Schedule 70 (e.g. 132-32, 132-33, 132-8), and may be quoted along with services to provide a total solution.
- c. These SINs provide ordering activities with access to Highly Adaptive Cybersecurity services only.
- d. Highly Adaptive Cybersecurity Services provided under these SINs shall comply with all Cybersecurity certifications and industry standards as applicable pertaining to the type of services as specified by ordering agency.
- e. 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. ORDER

- a. Agencies may use written orders, Electronic Data Interchange (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.

3. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.

- b. The Contractor agrees to render services 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 Highly Adaptive Cybersecurity 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. All travel will be agreed upon with the client prior to the Contractor's travel.

4. INSPECTION OF SERVICES

Inspection of services is in accordance with 552.212-4 - CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II – JUL 2009) (FAR DEVIATION – JUL 2015) (TAILORED) for Firm-Fixed Price and Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

5. 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 (MAY 2014) Rights in Data – General, may apply. The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to the ordering activity's security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Highly Adaptive Cybersecurity Services.

7. INDEPENDENT CONTRACTOR

All Highly Adaptive Cybersecurity 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.

8. 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.

9. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for Highly Adaptive Cybersecurity 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.

10. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request. Critical

11. 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.

12. DESCRIPTION OF HIGHLY ADAPTIVE CYBERSECURITY SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of Highly Adaptive Cybersecurity Service offered under Special Item Numbers 132-45C for Highly Adaptive Cybersecurity Services and it should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all Highly Adaptive Cybersecurity Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates,, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented (see SCP FSS 004):

Commercial Job Title: Computer Network Defense Analysis

Description: Uses defensive measures and information collected from a variety of sources to identify, analyze, and report events that occur or might occur within the network in order to protect information, information systems, and networks from threats.

Professionals involved in this specialty perform the following tasks:

- Provide timely detection, identification, and alerting of possible attacks/intrusions, anomalous activities, and misuse activities and distinguish these incidents and events from benign activities
- Provide daily summary reports of network events and activity relevant to Computer Network Defense practices
- Monitor external data sources (e.g., Computer Network Defense vendor sites, Computer Emergency Response Teams, SANS, Security Focus) to maintain currency of Computer Network Defense threat condition and determine which security issues may have an impact on the enterprise.

Knowledge, Skills and Abilities: Knowledge of applicable laws (e.g., Electronic Communications Privacy Act, Foreign Intelligence Surveillance Act, Protect America Act, search and seizure laws, civil liberties and privacy laws, etc.), statutes (e.g., in Titles 10, 18, 32, 50 in U.S. Code), Presidential Directives, executive branch guidelines, and/or administrative/criminal legal guidelines and procedures relevant to work performed

Minimum Experience: 5 Years

Minimum Education Requirements: a bachelor's of science degree with a concentration in computer science.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND IDENTITY
ACCESS MANAGEMENT PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-60F)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Numbers 132-51/60F Information Technology Professional Services apply exclusively to IT/IAM Professional 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 I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)

- 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.
- 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 552.232-73 Availability of Funds. 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/IAM 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

In accordance with FAR 552.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II – JL 2009) (FAR DEVIATION – JUL 2015) (TAILORED) for Firm-Fixed Price orders and Time-and-Materials and Labor-Hour Contracts orders placed under this contract. In accordance with 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) (DEVIATION 1-MAY 2003 for Firm-Fixed Price orders.

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 (May 2014) 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/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/IAM Professional 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/IAM Professional 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

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 Payments see FAR 552.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II – JL 2009) (FAR DEVIATION – JUL 2015) (TAILORED).

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

Labor Categories SINs 132-45C (See Pricing Appendix A for Hourly Rate Information)

Cyber Senior Fellow/Director

Minimum/General Experience: Minimum of 18 years experience.

Duties/Functional Responsibilities: Provides broad technical leadership to a wide range of Information Technology (IT) work programs; responsible for providing significant contributions to the company's most difficult and challenging IT initiatives, including engineering and analytical activities. May provide management and deliverable quality of a major organizational service offering or business unit. Principal technical spokesperson for Noblis on company capabilities and future efforts. Oversees the technical direction of implementing new technologies, strategies, or methods. Exhibits a superior degree of ingenuity, creativity, and resourcefulness in problem-solving. Independently prepares and presents a variety of technical information and contributes to the development of innovative principles and ideas. Provides guidance and direction in resolving the most complex program management and organizational problems. May direct internal research programs in support of scientific and/or technological advances. Represents the organization to key clients on critical issues. May integrate client objectives to influence direction, schedule, outcomes, budget, and quality of one or more work programs. Acts as peer advisor and is recognized as an industry expert and technical opinion leader both internally and externally.

Specialized Experience: Has prior experience providing technical or managerial direction for solutions. Acts as a point of interface for client-side executives. Provides organization-wide input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Senior Fellow/Director also recommends innovative solutions, promotes emerging research, and provides other enterprise view services. Provides highly technical specialized guidance for Government Agencies.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Cyber Fellow/Senior Manager

Minimum/General Experience: Minimum of 15 years experience.

Duties/Functional Responsibilities: Provides broad technical leadership to one or more work programs. Responsible for contributing to Noblis' most difficult and challenging Information Technology, engineering, or analytical projects and activities. May act as a principal technical spokesperson for Noblis with one or more clients, and represents company capabilities and future efforts. Exhibits a great degree of ingenuity, creativity,

and resourcefulness in problem solving. Resolves complex information technology, program management, and organizational problems. Leads work and outcomes of team members to integrate into project objectives. Provides frequent critical and prominent subject matter input to major decision-making processes. May peer-review internal and customer-focused technical publications. May write and present external and internal publications. Recognized as technical opinion leader both internally and externally.

Specialized Experience: Has prior experience providing technical or managerial direction for solutions. Acts as a point of interface for client-side executives. Provides organization-wide input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Senior Fellow/Director also recommends innovative solutions, promotes emerging research, and provides other enterprise view services. Provides highly technical specialized guidance for Government Agencies.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Cyber Senior Principal/Manager

Minimum/General Experience: Minimum of 9 years.

Duties/Functional Responsibilities: Provides technical leadership to one or more projects. May act as principal technical spokesperson for Noblis with one or more clients, and represents company capabilities and future efforts. Exhibits a high degree of ingenuity, creativity, and resourcefulness in problem-solving. Achieves objectives and solves problems in creative and innovative ways. Identifies alternative applications for existing tools, techniques, and technologies. Advises clients of technical developments and anticipates technical needs to influence outcomes. Provides input and may oversee the development of internal and customer-focused technical publications. Solves extremely complex problems through analysis of situations, data, and Information Technology involving tangible and intangible variables.

Specialized Experience: Has prior experience providing technical or managerial direction for solutions. May act as a point of interface for client-side executives. Provides organization-wide input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Senior Principal/Manager also recommends innovative cybersecurity solutions, promotes emerging cybersecurity research, and provides other cybersecurity services. Provides highly technical specialized guidance on cybersecurity for Government Agencies. A Cyber Senior Principal/Manager may have specialized credentials such as CISSP, CISA, CEH, CFE, or other Cyber Security industry credentials that document their experience and knowledge.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Cyber Principal II

Minimum/General Experience: Minimum of 8 years. Applies a mastery of knowledge and extensive experience as a generalist or specialist.

Duties/Functional Responsibilities: Uses a variety of increasingly complex professional concepts and methodologies. Exercises independent judgment in selecting methods, techniques, and evaluation criteria to obtain results. Develops and applies analyses of situations or data using an in-depth evaluation of various factors. May be recognized as a subject matter expert (SME) within their technical field of expertise. Focuses on complex information technology and program management problems and solutions. Recognizes and explores other work, tools, techniques, and technologies to improve or influence results. Writes a variety of documents and prepares and presents briefings based on materials. Works independently to determine approach to and objectives of work assignments. Leads tasks or segments of programs; provides technical leadership/direction to complete programs.

Specialized Experience: Has prior experience providing technical or managerial direction for solutions. Provides input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Principal II also recommends innovative cybersecurity solutions, promotes emerging cybersecurity research, and provides other cybersecurity services. Provides technical specialized guidance on cybersecurity for Government Agencies. Works closely with the Manager and/or Senior Manager to help design, develop, and execute the engagement. May take on a mentee role overseeing more junior technical work and products. A Cyber Principal II may have specialized credentials such as CISSP, CISA, CEH, CFE, or other Cyber Security industry credentials that document their experience and knowledge.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Cyber Principal

Minimum/General Experience: Minimum of 7 years. Employs extensive knowledge and experience as a generalist or specialist.

Duties/Functional Responsibilities: Uses a variety of professional concepts and methodologies. Exercises broad judgment in selecting methods, techniques, and evaluation criteria to obtain results. Develops and applies analyses of situations or data using an in-depth evaluation of various factors. May be recognized as a subject matter expert (SME) within their technical field of expertise. Focuses on information technology and program management problems and solutions. Recognizes and explores other work, tools, techniques, and technologies to improve or influence results. Writes a variety of documents and prepares and presents briefings based on materials. Works independently to

determine approach to and objectives of work assignments. Leads tasks or segments of programs; may provide technical leadership/direction to complete programs.

Specialized Experience: Has prior experience providing technical or managerial direction for solutions. Provides input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Principal also recommends innovative cybersecurity solutions, promotes emerging cybersecurity research, and provides other cybersecurity services. Works closely with the Manager and/or Senior Manager to help design, develop, and execute the engagement. May take on a mentee role overseeing more junior technical work and products. A Cyber Principal may have specialized credentials such as CISSP, CISA, CEH, CFE, or other Cyber Security industry credentials that document their experience and knowledge.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Cyber Lead

Minimum/General Experience: Minimum of 5 years. Applies full knowledge of particular technical area and a developing knowledge of other technology areas.

Duties/Functional Responsibilities: Introduces working knowledge of related disciplines in assessing technical and Information Technology problems. Solves a wide range of difficult Information Technology problems in imaginative and practical ways using professional concepts and procedures. Works on diverse problems requiring evaluation of identifiable factors. Works independently; receives no instructions on routine work, and general instructions on new assignments. Presents alternatives, solutions, or strategies, considering client requirements and Noblis capabilities. Typical tasks may include, but are not limited to, developing system requirements and providing strategic, tactical, and operational-level planning support.

Specialized Experience: A Lead has prior experience on other Cyber Security engagements with similar tools, techniques, and methods. A Lead may handle the installation of tools; may work with other engagement members on the deliverables being produced; may have responsibility to conduct a portion of the engagement, such as penetration testing for a given application or network; and/or may conduct interviews to assess the status of a NIST 800-53 security control that is in scope. A Lead completes more difficult tasks as a specialist in an engagement performing penetration testing, malware / hunting, vulnerability assessment, and/or incident response. A Lead may have Cyber Security credentials such as CISSP or CISA, CEH, CFE, or may possess another security industry credential.

Minimum Education: Bachelor's degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience)

Cyber Senior Staff II

Minimum/General Experience: Minimum of 3 years. Applies broad knowledge of particular technical area and a developing knowledge of other technology areas.

Duties/Functional Responsibilities: Writes technical Information Technology documents, primarily for internal use. Solves a variety of Information Technology problems, applying standard professional concepts and methodologies. Works on diverse problems requiring evaluation of identifiable factors. Receives minimal instructions on routine work, and general instructions for new work; progress is regularly reviewed. Full use and application of established practices.

Typical tasks may include, but are not limited to, assisting in developing Information Technology requirements, or identifying organizational goals and mission statements.

Specialized Experience: An Senior Staff II may have prior experience working on a Cyber Security engagement. A Senior Staff II is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. A Senior Staff II will typically have computer science skills, and may assist in the installation and configuration of Cyber Security tools. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. A Senior Staff II prepares deliverables, which are

reviewed by a Principal, Manager, and/or Senior Principal/Manager. A Senior Staff II typically works under the guidance of a Manager or Principal, as part of a Cyber Security engagement team.

Minimum Education: Bachelor's degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience).

Cyber Senior Staff

Minimum/General Experience: Minimum of 1 year. Applies knowledge of particular technical area and a general sense of other technology areas.

Duties/Functional Responsibilities: Writes brief technical Information Technology documents, primarily for internal use. Solves a variety of structured Information Technology problems, applying standard professional concepts and methodologies. Works on diverse problems requiring evaluation of identifiable factors. Receives general instructions on routine work, and specific instructions for new work; progress is regularly reviewed. Full use and application of established practices.

Typical tasks may include, but are not limited to, assisting in developing Information Technology requirements, or identifying organizational goals and mission statements.

Specialized Experience: An Senior Staff may have prior experience working on a Cyber Security engagement. A Senior Staff is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. A Senior Staff will typically have computer science skills, and may assist in the installation and configuration of Cyber Security tools. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. A Senior Staff prepares deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. A Senior Staff typically works under the guidance of a Manager or Principal, as part of a Cyber Security engagement team.

Minimum Education: Bachelor's degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience).

Cyber Staff II

Minimum/General Experience: Minimum of 3 years. Applies broad project or technology area knowledge.

Duties/Functional Responsibilities: Works as part of project team. Contributes to solving a variety of structured and unstructured Information Technology problems by applying standard professional concepts and methodologies and/or providing complex and detailed analysis. Summarizes information and may assist in the interpretation of studies or Information Technology reports documenting agencies' management, organizational, and business improvement efforts. Documents own work for the use of others on project team; contributes to the development of client Information Technology documentation. Monitors own progress on assigned tasks.

Specialized Experience: An Staff II may have prior experience working on a Cyber Security engagement. A Staff II is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. A Staff II will typically have computer science skills, and may assist in the installation and configuration of Cyber Security tools. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. A Staff II prepares deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. A Staff II typically works under the guidance of a Manager or Principal, as part of a Cyber Security engagement team.

Minimum Education: Associate's degree or equivalent.

(1 year of education = 1.5 years of experience)

Cyber Staff

Minimum/General Experience: Minimum of 2 years. Applies particular project or technology area knowledge.

Duties/Functional Responsibilities: Works as part of project team. Contributes to solving a variety of structured Information Technology problems by applying standard professional concepts and methodologies and/or providing complex and detailed analysis. Summarizes Information Technology information in studies or reports documenting agencies' management, organizational, and business improvement efforts. Documents own work for the use of others on project team; may contribute to the development of client Information Technology documentation. Monitors own progress on assigned tasks.

Specialized Experience: An Staff may have prior experience working on a Cyber Security engagement. A Staff is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. A Staff will typically have computer science skills, and may assist in the installation and configuration of Cyber Security tools. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. A Staff prepares deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. A Staff typically works under the guidance of a Lead or higher, as part of a Cyber Security engagement team.

Minimum Education: Associate's degree or equivalent.

(1 year of education = 1.5 years of experience)

Cyber Associate II

Minimum/General Experience: Minimum of 1 years experience. Applies refined skills and follows standard principles, theories, concepts, and techniques.

Duties/Functional Responsibilities: Uses independent judgment by evaluating possible courses of action, applying developed skills, and following standard principles, theories, concepts, and techniques in choosing the most appropriate solution to Information Technology problems of limited scope. Exchanges information that may require clarification but not interpretation. Decisions, duties, and work are regularly reviewed.

Specialized Experience: An Associate II may have prior experience working on a Cyber Security engagement. An Associate II is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. An Associate II may assist in the installation and configuration of Cyber Security tools under the direction of a more senior member of the team. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. An Associate II assists with the preparation of deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. An Associate II typically works under the guidance of a Lead or higher, as part of a Cyber Security engagement team.

Minimum Education: Associate's degree or equivalent.

(1 year of education = 1.5 years of experience)

Cyber Associate

Minimum/General Experience: Minimum of <1 year experience. Applies developed skills and follows standard principles, theories, concepts, and techniques.

Duties/Functional Responsibilities: May use independent judgment by evaluating possible courses of action, applying developed skills, and following standard principles, theories, concepts, and techniques in choosing the most appropriate solution to Information Technology problems of limited scope. Exchanges routine information that may require clarification but not interpretation. Work is closely managed. Decisions and duties are regularly reviewed.

Specialized Experience: An Associate may have prior experience working on a Cyber Security engagement. An Associate is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. An Associate may assist in the installation and configuration of Cyber Security tools under the direction of a more senior member of the team. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. An Associate assists with the

preparation of deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. An Associate typically works under the guidance of a Lead or higher, as part of a Cyber Security engagement team.

Minimum Education: Associate's degree or equivalent.

(1 year of education = 1.5 years of experience)

Cyber Support Specialist

Minimum/General Experience: Minimum of <1 year experience. Applies developed skills in area of specialization. Adapts procedures, techniques, tools, materials, and/or equipment to meet special needs and complete a variety of tasks with increasing complexity and reflecting a high degree of variety.

Duties/Functional Responsibilities: Duties may at times be non-routine in nature and varied in complexity as related to Information Technology support. May act as a resource to less experienced employees. Some judgment and initiative may be required in resolving routine problems and making routine recommendations. May be responsible for portions of a larger project. May request information and guide work from lower-level staff. Works under general supervision. May act independently to plan and accomplish routine assignments. Typically receives general instructions on new assignments.

Specialized Experience: A Support Specialist may have prior experience working on a Cyber Security engagement. An Associate is expected to assist in the more senior personnel during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of limited duties during an incident handling event. A Support Specialist may assist in the installation and configuration of Cyber Security tools under the direction of a more senior member of the team. May provide limited support penetration testing team. May utilize organization and team member approaches in the case of incident handling. Will assist with the preparation of deliverables as directed for review by a Principal, Manager, and/or Senior Principal/Manager. A Support Specialist typically works under the guidance of a Lead or higher, as part of a Cyber Security engagement team.

Minimum Education: Associate's degree or equivalent.

(1 year of education = 1.5 years of experience)

Labor Categories SINs 132-51/132-60f (See Pricing Appendix A for Hourly Rate Information)

Senior Fellow/Director

Minimum/General Experience: Minimum of 18 years experience.

Duties/Functional Responsibilities: Provides broad technical leadership to a wide range of work programs; responsible for providing significant contributions to the company's most difficult and challenging scientific, engineering, or analytical projects and activities. May provide management and deliverable quality of a major organizational service offering or business unit. Principal technical spokesperson for Noblis on company capabilities and future efforts. Oversees the technical direction of implementing new technologies, strategies, or methods. Exhibits a superior degree of ingenuity, creativity, and resourcefulness in problem-solving. Independently prepares and presents a variety of technical information and contributes to the development of innovative principles and ideas. Provides guidance and direction in resolving the most complex program management and organizational problems. May direct internal research programs in support of scientific and/or technological advances. Represents the organization to key clients on critical issues. May integrate client objectives to influence direction, schedule, outcomes, budget, and quality of one or more work programs. Acts as peer advisor and is recognized as an industry expert and technical opinion leader both internally and externally.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Fellow/Senior Manager

Noblis, Inc.
IT Schedule 70 Pricelist

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Contract Number GS-35F-0950W

Minimum/General Experience: Minimum of 15 years experience.

Duties/Functional Responsibilities: Provides broad technical leadership to one or more work programs. Responsible for contributing to Noblis' most difficult and challenging scientific, engineering, or analytical projects and activities. May act as a principal technical spokesperson for Noblis with one or more clients, and represents company capabilities and future efforts. Exhibits a great degree of ingenuity, creativity,

and resourcefulness in problem solving. Resolves complex program management and organizational problems. Leads work and outcomes of team members to integrate into project objectives. Provides frequent critical and prominent subject matter input to major decision-making processes. May peer-review internal and customer-focused technical publications. May write and present external and internal publications. Recognized as technical opinion leader both internally and externally.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Senior Principal/Manager

Minimum/General Experience: Minimum of 9 years.

Duties/Functional Responsibilities: Provides technical leadership to one or more projects. May act as principal technical spokesperson for Noblis with one or more clients, and represents company capabilities and future efforts. Exhibits a high degree of ingenuity, creativity, and resourcefulness in problem-solving. Achieves objectives and solves problems in creative and innovative ways. Identifies alternative applications for existing tools, techniques, and technologies. Advises clients of technical developments and anticipates technical needs to influence outcomes. Provides input and may oversee the development of internal and customer-focused technical publications. Solves extremely complex problems through analysis of situations and data involving tangible and intangible variables.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Principal II

Minimum/General Experience: Minimum of 8 years. Applies a mastery of knowledge and extensive experience as a generalist or specialist.

Duties/Functional Responsibilities: Uses a variety of increasingly complex professional concepts and methodologies. Exercises independent judgment in selecting methods, techniques, and evaluation criteria to obtain results. Develops and applies analyses of situations or data using an in-depth evaluation of various factors. Recognizes and explores other work, tools, techniques, and technologies to improve or influence results. Writes a variety of documents and prepares and presents briefings based on materials. Works independently to determine approach to and objectives of work assignments. Leads tasks or segments of programs; provides technical leadership/direction to complete programs.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Principal

Minimum/General Experience: Minimum of 7 years. Employs extensive knowledge and experience as a generalist or specialist.

Duties/Functional Responsibilities: Uses a variety of professional concepts and methodologies. Exercises broad judgment in selecting methods, techniques, and evaluation criteria to obtain results. Develops and applies analyses of situations or data using an in-depth evaluation of various factors. Recognizes and explores other work, tools, techniques, and technologies to improve or influence results. Writes a variety of documents and prepares and presents briefings based on materials. Works independently to determine approach to and objectives of work assignments. Leads tasks or segments of programs; may provide technical leadership/direction to complete programs.

Minimum Education: Bachelor's degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Lead

Minimum/General Experience: Minimum of 5 years. Applies full knowledge of particular technical area and a developing knowledge of other technology areas.

Duties/Functional Responsibilities: Introduces working knowledge of related disciplines in assessing technical problems. Solves a wide range of difficult problem in imaginative and practical ways using professional concepts and procedures. Works on diverse problems requiring evaluation of identifiable factors. Works independently; receives no instructions on routine work, and general instructions on new assignments. Presents alternatives, solutions, or strategies, considering client requirements and Noblis capabilities. Typical tasks may include, but are not limited to, developing system requirements and providing strategic, tactical, and operational-level planning support.

Minimum Education: Bachelor's degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience)

Senior Staff II

Minimum/General Experience: Minimum of 3 years. Applies broad knowledge of particular technical area and a developing knowledge of other technology areas.

Duties/Functional Responsibilities: Writes technical documents, primarily for internal use. Solves a variety of problems, applying standard professional concepts and methodologies. Works on diverse problems requiring evaluation of identifiable factors. Receives minimal instructions on routine work, and general instructions for new work; progress is regularly reviewed. Full use and application of established practices.

Typical tasks may include, but are not limited to, assisting in developing requirements, or identifying organizational goals and mission statements.

Minimum Education: Bachelor's degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience).

Senior Staff

Minimum/General Experience: Minimum of 1 year. Applies knowledge of particular technical area and a general sense of other technology areas.

Duties/Functional Responsibilities: Writes brief technical documents, primarily for internal use. Solves a variety of structured problems, applying standard professional concepts and methodologies. Works on diverse problems requiring evaluation of identifiable factors. Receives general instructions on routine work, and specific instructions for new work; progress is regularly reviewed. Full use and application of established practices.

Typical tasks may include, but are not limited to, assisting in developing requirements, or identifying organizational goals and mission statements.

Minimum Education: Bachelor's degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience).

Staff II

Minimum/General Experience: Minimum of 6 years. Applies broad project or technology area knowledge.

Duties/Functional Responsibilities: Works as part of project team. Contributes to solving a variety of structured and unstructured problems by applying standard professional concepts and methodologies and/or providing complex and detailed analysis. Summarizes information and may assist in the interpretation of studies or reports documenting agencies' management, organizational, and business improvement efforts. Documents own work for the use of others on project team; contributes to the development of client documentation. Monitors own progress on assigned tasks.

Minimum Education: High school diploma or equivalent.

(1 year of education = 1.5 years of experience)

Staff

Minimum/General Experience: Minimum of 5 years. Applies particular project or technology area knowledge.

Duties/Functional Responsibilities: Works as part of project team. Contributes to solving a variety of structured problems by applying standard professional concepts and methodologies and/or providing complex and detailed

analysis. Summarizes information in studies or reports documenting agencies' management, organizational, and business improvement efforts. Documents own work for the use of others on project team; may contribute to the development of client documentation. Monitors own progress on assigned tasks.

Minimum Education: High school diploma or equivalent.

(1 year of education = 1.5 years of experience)

Associate II

Minimum/General Experience: Minimum of 4 years experience. Applies refined skills and follows standard principles, theories, concepts, and techniques.

Duties/Functional Responsibilities: Uses independent judgment by evaluating possible courses of action, applying developed skills, and following standard principles, theories, concepts, and techniques in choosing the most appropriate solution to problems of limited scope. Exchanges information that may require clarification but not interpretation.

Decisions, duties, and work are regularly reviewed.

Minimum Education: High school diploma or equivalent.

(1 year of education = 1.5 years of experience)

Associate

Minimum/General Experience: Minimum of 3 years experience. Applies developed skills and follows standard principles, theories, concepts, and techniques.

Duties/Functional Responsibilities: May use independent judgment by evaluating possible courses of action, applying developed skills, and following standard principles, theories, concepts, and techniques in choosing the most appropriate solution to problems of limited scope. Exchanges routine information that may require clarification but not interpretation. Work is closely managed. Decisions and duties are regularly reviewed.

Minimum Education: High school diploma or equivalent.

(1 year of education = 1.5 years of experience)

Support Specialist

Minimum/General Experience: Minimum of 3 years experience. Applies developed skills in area of specialization. Adapts procedures, techniques, tools, materials, and/or equipment to meet special needs and complete a variety of tasks with increasing complexity and reflecting a high degree of variety.

Duties/Functional Responsibilities: Duties may at times be non-routine in nature and varied in complexity. May act as a resource to less experienced employees. Some judgment and initiative may be required in resolving routine problems and making routine recommendations. May be responsible for portions of a larger project. May request information and guide work from lower-level staff. Works under general supervision. May act independently to plan and accomplish routine assignments. Typically receives general instructions on new assignments.

Minimum Education: High school diploma or equivalent.

(1 year of education = 1.5 years of experience).

Junior Specialist

Minimum/General Experience: Minimum of 1 year experience. Applies developing skills in area of specialization. Adapts procedures, techniques, tools, materials, and/or equipment to meet special needs and complete a variety of tasks with increasing complexity and reflecting a high degree of variety.

Duties/Functional Responsibilities: Duties may at times be non-routine in nature and varied in complexity. Some judgment and initiative may be required in resolving routine problems and making routine recommendations. May be responsible for portions of a larger project. Works under close supervision. May act independently to accomplish routine assignments. Typically receives specific instructions on new assignments.

Minimum Education: High school diploma or equivalent.

(1 year of education = 1.5 years of experience).

**TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC-COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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 552.232-73 Availability of Funds. 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.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply with FAR 52.227-14 RIGHTS IN DATA – GENERAL.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

Not applicable.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below: no separate charge.

14. MONTHLY REPORTS

Not applicable.

(W9128F-12-D-0041-0014 STRATEGIC TECHNICAL ADVISORY SPT) Not applicable.

**Electronic-Commerce (EC) Services/Products SIN 132-52
(See Pricing Appendix for Rate Information)**

AcquTrak®

AcquTrak® is an electronic process tool that supports the acquisition life cycle from concept through contract award and operations. Program and acquisition professionals can use this tool to create and maintain a complete set of acquisition records in a secure collaborative environment. AcquTrak can be quickly tailored to the needs of the client through a requirements discovery process. This process is carried out at the start of the engagement and continues throughout the engagement, allowing AcquTrak to respond in a way that meets the client's evolving needs.

AcquTrak enhances acquisition quality and consistency by promoting structured, standardized, and repeatable processes. It also reduces costs and improves effectiveness of acquisition teams in a variety of ways:

- Incorporates workflow processes that are customized to the client's needs
- Provides real-time management overviews of progress
- Ensures that all necessary documentation is readily available
- Minimizes learning curve—training and familiarization time—for new staff

In the pre-proposal phase, AcquTrak maintains files of draft and final RFPs and revisions. Its built-in workflow capabilities facilitate handling of questions, comments, and responses received from vendors and other interested parties. After proposals are submitted, AcquTrak maintains complete files of all materials received from offerors. It captures and tracks all communications with offerors—including such critical items as deficiency notices, clarification requests, and discussion issues—and resulting offeror responses. It facilitates and captures evaluators' analyses, ratings, and consensus, and documents these processes. The ready availability of all relevant material within AcquTrak facilitates preparation of final reports for the source selection authority decision.

After award, AcquTrak records can be archived to retain the transparent corporate memory and audit trails. These archived records may be effectively used against any protests received and will also support a smooth transition into the operational phase.

The data that AcquTrak collects during an acquisition is the client's data. This data will be delivered to the client in a mutually agreed-upon format upon completion of the acquisition. If a format is not specified by the client, or if the use of AcquTrak is terminated prior to the end of the acquisition, a read-only version of the data will be provided in an AcquTrak native format.

AcquTrak's total customer-care package includes initial setup, training, and ongoing enhancements to meet the client's needs. It is available in multiple deployment configurations to meet virtually all client access needs and security restrictions, including both web-based and client/server versions.

AcquServeSM

AcquServe is a suite of advanced software applications (or services) customized to support an acquisition program from the solicitation phase through contract implementation and operation. AcquServe addresses the most critical, complex, and error-prone aspects of an acquisition and a programs life cycle. AcquServe helps program managers reduce overall project cycle time, minimize time-robbing errors, and increase the quality and confidence of vendors submissions.

For solicitations, AcquServe delivers a secured, customized Web portal that bidders interface to conduct their two-way electronic delivery of all documents, files, and communiqués required by the program. The program portal implements the solicitations specific structure, service categories, and validation rules to achieve consistency, conformance, and completeness of bidders responses. Once the requirements matrix(es) is loaded, the compliance management capability captures and tracks bidders self-reported compliance to specific Request for Proposal (RFP) requirements. To ensure that no requirement is overlooked, validation engines automatically alert bidders on missing or invalid responses, and report on all responses, including those with exceptions and deviations. Proposal teams benefit by quickly identifying the compliance and conformance status of each vendor; thus enabling processes to be accomplished in days rather than weeks.

For acquisition teams, evaluating bid pricing is the most complex and highest risk aspect of a solicitation. AcquServe helps reduce the risk of pricing errors through a series of customized pricing interfaces and rules-based validation schemes. Through the same program portal, bidders interface a price table management feature where all pricing instructions, tables, and files are securely accessed, submitted, and stored.

Bidders then complete all pricing tables to confirm completeness and accuracy. After pricing information is loaded in the database, AcquServe's smart data interpreters identify and report any pricing errors and data anomalies. Bidders can easily change, edit, and update their pricing data accordingly. Changes are captured to provide traceability and accountability. AcquServe then performs the complex bid model computation by using the demand models specific to each acquisition. As a result, each vendor has a complete view of only their pricing strategy by individual units, service category, or in aggregate. Acquisition officials receive accurate, consistent pricing across all vendors, and vendors benefit through increased visibility in their pricing submissions. AcquServe can accommodate solicitations of any size and complexity. AcquServe pricing arrays are scalable to permit any number of pricing tables and price elements, from hundreds to millions of pricing units.

After contract award, AcquServe may be implemented as a turnkey solution to manage the full life cycle of the contract and make operational a servicing agency business model. AcquServe's bundled suite of applications enables a servicing agency (primary contract holder) to enable and efficiently manage a competitive marketplace among multiple vendors on behalf of requesting agencies (customers). AcquServe's contract management capabilities give contracting officials the tools needed to keep pace with any rapidly changing program.

Contracts are dynamic—the challenge of managing, implementing, and tracking contract changes is handled efficiently through AcquServe's contract modification capabilities. Changes in contract terms, the addition of new contract line item numbers (CLINs), or updates to pricing elements are integrated with the pricing database and other applications to minimize errors and make certain that no aspect of the contract is out-of-synch. The benefit is increased program integrity and consistency across the board.

In addition to contract management, AcquServe delivers a comprehensive solution set for instituting and managing a competitive multi-vendor and multi-customer contracting environment. AcquServe's components include the following:

- **Marketplace Pricer**—a Web portal that lists each vendors current and past year unit prices for all products and services which is proven to stimulate price competition after contract award.
- **Customer Contract Pricer**—a Web portal which gives customers information on the availability and pricing of individual product and service units (for all vendors) throughout the entire contract period.
- **Customer Inventory Pricer**—a decision support tool which helps customers analyze, plan, and optimize their future spend based off their current inventory. With telecommunications programs, AcquServe incorporates Service Order Completion Notices (SOCNs) to keep the customer's inventory continually up-to-date.
- **Billing Pricer**—an auditing tool used by the servicing agency (or primary contract holder) to verify that detailed bills submitted by vendors are correctly priced.

- **Fee Analyzer**—a planning tool used by the servicing agency to perform “what-if” analysis for their fee revenues, including the ability to adjust fees across services based on customer’s inventory.

All vendor and customer data is securely hosted in Noblis’ data center. AcquServe’s state-of-the-art data security architecture and framework assure maximum security for the program. Vendors and agency customers can submit confidential data with complete trust that their information will not be compromised.

AcquServe’s customer care includes initial setup and training, together with access control and management of all Public Key Infrastructure (PKI) certificates on behalf of vendors and users.

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Ms. Catherine Fontaine, (703) 610-2028, or via email at Catherine.Fontaine@noblis.org

APPENDIX A – Labor and Product Rates

Hourly Labor Rates

Period of Performance: **August 16, 2010 through August 15, 2020**

SIN	Labor Category	GSA Catalog Price
132-45C	Cyber Senior Fellow/Director	\$335.52
132-45C	Cyber Fellow/Senior Manager	\$320.60
132-45C	Cyber Senior Principal / Manager	\$298.24
132-45C	Cyber Principal II	\$268.41
132-45C	Cyber Principal	\$238.59
132-45C	Cyber Lead	\$216.22
132-45C	Cyber Senior Staff II	\$193.85
132-45C	Cyber Senior Staff	\$171.49
132-45C	Cyber Staff II	\$152.85
132-45C	Cyber Staff	\$134.21
132-45C	Cyber Associate II	\$115.57
132-45C	Cyber Associate	\$96.93
132-45C	Cyber Support Specialist	\$82.02
132-51/132-60f	Senior Fellow/Director	\$335.52
132-51/132-60f	Fellow/Senior Manager	\$320.60
132-51/132-60f	Senior Principal / Manager	\$298.24
132-51/132-60f	Principal II	\$268.41
132-51/132-60f	Principal	\$238.59
132-51/132-60f	Lead	\$216.22
132-51/132-60f	Senior Staff II	\$193.85
132-51/132-60f	Senior Staff	\$171.49
132-51/132-60f	Staff II	\$152.85
132-51/132-60f	Staff	\$134.21
132-51/132-60f	Associate II	\$115.57
132-51/132-60f	Associate	\$96.93
132-51/132-60f	Support Specialist	\$82.02
132-51/132-60f	Junior Specialist	\$52.19

Support Products

SIN	Manufacturer Part Number	Product Description	Unit of Issue	GSA Catalog Price
132-52		AcquTrak[®] Remote Access (ATR)		
132-52	ATR01	Pre-Source Selection Phase (5-User Minimum)	Per Month, Per User, Per Acquisition	\$1,858.94
132-52	ATR02	Pre-Source Selection Phase (Above 5 Users)	Per Month, Per User, Per Acquisition	\$952.14
132-52	ATR03	Source Selection Phase (10-User Minimum)	Per Month, Per User, Per Acquisition	\$1,858.94
132-52	ATR04	Source Selection Phase (Above 10 Users)	Per Month, Per User, Per Acquisition	\$952.14
132-52	ATR05	Archival Functions Only (Up to 3 Users)	Per Month	\$952.14
132-52		AcquServeSM (AQS)		
132-52	AQS01	AcquServe Solicitation Package – Setup	Per Acquisition	\$76,995.00
132-52	AQS02	AcquServe Solicitation Package – Monthly Recurring	Per Month, Per Acquisition	\$33,995.00
132-52	AQS03	AcquServe Post-Award Servicing Package – Setup	Per Acquisition	\$372,995.00
132-52	AQS04	AcquServe Post-Award Servicing Package – Monthly Recurring	Per Month, Per Acquisition	\$192,995.00
132-52	AQS05	AcquServe Marketplace Maker Package – Setup	Per Acquisition	\$150,995.00
132-52	AQS06	AcquServe Marketplace Maker Package – Monthly Recurring	Per Month, Per Acquisition	\$98,995.00
132-52	AQS07	AcquServe Contract Management Only Package – Setup	Per Acquisition	\$36,995.00
132-52	AQS08	AcquServe Contract Management Only Package – Monthly Recurring	Per Month, Per Acquisition	\$57,995.00
132-52	AQS09	AcquServe Cost for Each Add'l Vendor Above 20, Applicable to Each of the Above Packages	Per Month, Per Acquisition	\$1,295.00

DISAST

RECOV — Hourly Rates, Labor Categories, and Products listed above are also valid for Disaster Recovery Purchasing.

Rates include .75% IFF

**APPENDIX B - TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC-COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)**

AcquTrak® Service Provisions

1. Services

1.1 Subject to the terms and conditions set forth in the contractual document between the parties (the “**Contract**”) and the terms and conditions set forth herein (collectively the “**Provisions**”), Noblis, Inc. (“**Noblis**”) agrees to provide to the **Customer** named in the Contract the AcquTrak software and services to assist in the acquisition as described in Schedule A – Description of AcquTrak and AcquTrak Training and Support and Schedule B – Description of Customization Services (collectively, the “**Services**” or “**AcquTrak**”).

1.2 Each Party shall designate a representative who shall be the principal point of contact between the parties for all matters relating to the services to be provided under these Provisions (the “**Project Manager**”). A Party may designate a new Project Manager by written notice to the other Party.

2. License

Subject to the Provisions herein, Noblis hereby grants to Customer, and Customer hereby accepts, a limited, revocable, non-exclusive, non-transferable, non-assignable license to use AcquTrak solely in connection with the Customization Services and a single Acquisition as specified in Schedule B – Description of Customized Services. Customer’s use shall be for its internal business purposes only, and Customer shall not use AcquTrak for the benefit of any third party. Except as expressly set forth herein, in no event shall Customer sell, resell, loan, share, distribute, sublicense or otherwise commercially exploit, permit use of, or grant access to AcquTrak (or any other Intellectual Property, as defined in Section 3.1), either in whole or in part, to any third party, including, without limitation, any other department within the Customer’s agency, other federal agency or federal department, contractor, consultant or advisor. Customer acknowledges that this right to use AcquTrak does not permit Customer to receive a copy of source or object code to AcquTrak. All rights not expressly granted to Customer herein are reserved exclusively to Noblis.

3. Intellectual Property

3.1 Customer acknowledges and agrees that Noblis owns all right, title and interest in and to all intellectual property, including, without limitation, all copyright rights, patents, trade secrets, database rights and any other proprietary rights in and related to the AcquTrak Services including without limitation any underlying databases, computer programs, algorithms, techniques, processes, methods, trade secrets, know-how or other related technology underlying or included in intellectual property (together, the “**Intellectual Property**”). Intellectual Property shall also include any and all derivatives, improvements, error corrections, bug fixes, patches, updates or other modifications, enhancements or extensions to AcquTrak Services (including any of the foregoing that may result from the set-up and customization described in Section 5.3); and the order, sequence, arrangement and formatting of the data, generated by AcquTrak Services. Intellectual Property shall not include the pre-existing data and information provided by Customer to Noblis as part of Customer Responsibilities. Except for the limited, non-exclusive rights expressly granted under these Provisions, nothing in these Provisions will be construed to grant to Customer any right in or to the Intellectual Property. Customer shall not copy, modify, reverse engineer, reverse compile, disassemble or decompile the Intellectual Property in whole or in part, nor create derivative works based on any of the Intellectual Property. Customer agrees to take reasonable steps to prevent unauthorized use, access, copying or disclosure of the Intellectual Property and shall not contest the validity of the Intellectual Property. Customer shall promptly notify Noblis of any known, threatened or suspected infringement or unauthorized use of the Intellectual Property (or any component thereof) by any third party. Noblis, in its sole discretion, shall determine what action, if any, should be taken in response to any such infringement or unauthorized use. Customer shall take no action to enforce any rights in the Intellectual Property against any third party without the prior written approval of Noblis, which Noblis may withhold in its sole discretion. Customer shall cooperate with all reasonable requests for assistance by Noblis in connection with all of the foregoing, including, without limitation, making personnel available to testify and providing relevant documentation and information.

3.2 Customer shall not use Noblis’ name or any Noblis product name, logo, trademark, service mark or other designation (including, without limitation, NOBLIS and NOBLIS Design Logo) (collectively, “**Noblis Marks**”) in any manner, except to identify Noblis as the source of the Services provided hereunder, without the prior written consent of Noblis. Further, Customer shall not use any Noblis Marks in a manner to suggest Noblis’ endorsement or certification of Customer, including any of its products, services, or Acquisition.

3.3 Customer shall not remove, obliterate or cancel from view, any Noblis Mark, copyright, confidentiality or other proprietary notice, mark or legend appearing on any part of the Customization Services or AcquTrak, including any results or output generated by AcquTrak.

4. Customer Responsibilities and Representations Customer is responsible for the following (“**Customer Responsibilities**”):

4.1 Cooperate with Noblis in the performance of the Customization Services and AcquTrak Training & Support, including, without limitation, providing Noblis with timely access to data, information and personnel of Customer, and Customer acknowledges and agrees that Noblis’ performance is dependent upon the timely and effective satisfaction of Customer’s Responsibilities and Customer’s timely provision of data and information, and decisions and approvals, as requested by Noblis in connection with the Customization Services and AcquTrak Training & Support.

4.2 Provide Noblis with the name of the person (for example, contracting officer, contract manager, business manager) who will be the designated approval authority for the acquisition (“**Approval Authority**”). Unless otherwise identified by Customer, Customer’s Project Manager as designated pursuant to Section 1.2 shall be deemed the Approval Authority.

4.3 Provide a list of Customer’s personnel authorized to access and use AcquTrak pursuant to the Provisions herein (“**Authorized Users**”), to be registered by Noblis as Authorized Users. Provide contact information and the acquisition role of each Authorized User.

4.4 Provide and maintain (i) workstation hardware, software and peripheral devices, (ii) Internet access, (iii) telecommunications, (iv) Internet browser and (v) Internet service provider agreement (all of the foregoing, “**Customer’s System**”) in working order, and for all Customer System related charges and expenses incurred by Customer to permit Customer to access and use AcquTrak.

4.5 Coordination of IT security requirements as applicable to the use of AcquTrak.

4.6 Complete acquisition requirements and acquisition documentation and other Customer data and documents as may be reasonably requested by Noblis.

4.7 Customer represents and warrants to Noblis that it is the sole owner of, or has all necessary rights to the data, information and all other materials provided to Noblis in connection with these Provisions, and that none of the foregoing infringe upon any third party trademark, patent, copyright, trade secret or other intellectual property, contract or proprietary right.

5. Other Terms and Conditions

5.1 Customer shall be solely responsible, at its own expense, for acquiring, installing and maintaining all equipment, hardware and software necessary and compatible for it to receive the Customization Services and access and use AcquTrak. Noblis shall not be held liable for any interruption of the Services that is a result of the failure of Customer’s Internet environment or any other aspect of Customer’s System.

5.2 Noblis shall issue each Authorized User a user identification and password promptly upon Noblis’ receipt of such request and the information described in Section 4.3, from the Customer’s Approval Authority. Requests for the addition or removal of Authorized Users will be fulfilled by Noblis promptly upon Noblis’ receipt of a Customer’s Approval Authority’s request to the Help Desk (as described in Schedule B – Description of Customization Services. Customer and Authorized Users shall not provide, share, loan or sell user identification and password

information to any person other than Authorized Users. Customer is responsible for maintaining the confidentiality of user identifications and passwords. Customer is responsible for all user identifications and passwords, whether or not actually or expressly authorized by Customer, including, without limitation, uses by Authorized Users. Customer further agrees that: (a) it shall disclose the user identifications and passwords only to the Authorized Users, (b) it shall instruct its Authorized Users to protect the user identifications and passwords against disclosure to third parties; and (c) if an Authorized User leaves Customer's employ, Customer will be responsible for informing Noblis in writing so that the user identification and password for the departing Authorized User can be de-activated.

5.3 Customer acknowledges and agrees that the time necessary for the initial set-up and customization of AcquiTrak in connection with Customer's System will vary based on Customer's System, and the Acquisition requirements and Acquisition documentation provided by the Customer to Noblis. Noblis requires a minimum of two (2) business weeks for such initial set-up and customization prior to the start of Customer's access to and use of AcquiTrak. Such initial set-up and customization will be included in the Customization Services as set forth in Schedule B – Description of Customization Services.

5.4 Customer acknowledges and agrees that there may be (a) periods of scheduled maintenance; and (b) periods of unscheduled maintenance or outages, when AcquiTrak may be degraded or not available for use by Customer. Noblis will make commercially reasonable efforts to notify Customer of scheduled maintenance at least one (1) week in advance of the scheduled maintenance and Noblis will work with the Customer to minimize disruption of AcquiTrak based on the Customer's schedule of business activities. To the extent possible, if unscheduled maintenance is necessary or an outage occurs, Noblis will coordinate with the Customer to minimize disruption of AcquiTrak based on the Customer's schedule of business activities. Recovery time for AcquiTrak will vary depending on the specific circumstances of the unscheduled maintenance or outage.

5.5 Noblis may engage Subcontractors (as defined below) to perform all or any portion of its obligations under these Provisions, provided that any such Subcontractor shall be subject to the terms hereof, and provided further that Noblis will remain responsible and liable for the performance of the Subcontractor in conformance with the relevant Provisions hereof. As used in these Provisions, "Subcontractor" shall mean any individual, partnership, corporation, firm, association, unincorporated organization, joint venture, trust or other entity engaged to perform hereunder.

5.6 Noblis may monitor, review and copy data on the Noblis server(s) supporting AcquiTrak regarding Customer's usage of AcquiTrak to allow Noblis to assess compliance with the Provisions herein. Further, upon Noblis' request, but not more than once quarterly, Noblis may view Customer's records pertaining to Customer's rights and obligations under these Provisions, provided any such viewing shall take place during business hours and shall not unreasonably interfere with Customer's business activities.

5.7 Nothing in these Provisions shall be deemed to restrict or limit in any way, Noblis' right to directly or indirectly market, license, use, or distribute its products and services (AcquiTrak including the Customization Services) anywhere in the world, to any other party.

5.8 Noblis shall not be held liable for any interruption of AcquiTrak and/or Customization Services including AcquiTrak Training & Support that is a result of the failure of Noblis' telecommunications, Internet access, electric power supply or any other conditions or events beyond Noblis' control. Additionally, Noblis shall not be held liable for any system or data integrity issues caused by third party access and usage, whether proper or improper, of any specific AcquiTrak service (or application).

5.9 The Customer acknowledges that the Customization Services and/or AcquiTrak is subject to U.S. government export control law and regulation. Customer agrees that in the event it seeks to make any use of the Customization Services and/or AcquiTrak (including AcquiTrak Training & Support) which constitutes an export under applicable U.S. government law and regulations, it assumes full responsibility for obtaining any necessary export licenses and approvals and for assuring compliance with applicable export control restrictions.

5.10 Third parties using the Services shall be subject to Noblis terms of use.

6. Term Termination and Payment

6.1 Services are sold in consecutive monthly increments as specified in the Contract. The Contract shall specify the number of consecutive months.

6.2 Noblis shall be paid by Customer the Fees specified in the Contract.

6.3 In the event that delays caused by Customer result in additional Customization Services or AcquiTrak and AcquiTrak Training & Support, such additional services shall be payable by Customer to Noblis at Noblis' then standard rates on a time and materials basis through a modification to the Contract which adds funding, value and dates of performance as applicable.

6.4 Upon expiration or mutual agreement of termination of Customization Services and/or AcquiTrak for any reason:

(a) Customer shall immediately cease accessing and using the Customization Services and AcquiTrak (including AcquiTrak Training & Support), and immediately return or destroy (at Noblis' direction) any materials in its possession, in whatever form, containing any of Noblis' Intellectual Property and/or confidential information, and certify in writing to Noblis that it has done so.

(b) Noblis shall return or destroy (at Customer's direction) any materials in its possession, in whatever form, containing confidential information of Customer.

(b) Noblis shall be paid a pro rata portion of Fees based on the start and termination date. In no instance shall the pro rata payment be based on less than one (1) calendar week.

7. Amendment; Waiver; Severability

No amendment or modification of the Provisions, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If, for any reason whatsoever, any one or more of the Provisions shall be found to be inoperative, invalid, or unenforceable in a particular circumstance or inapplicable to a particular person or other entity by a court of competent jurisdiction, such finding shall neither render such provision inoperative, invalid, or unenforceable in any other circumstance or inapplicable to any other person or other entity, nor render any Provision inoperative, invalid, unenforceable, or inapplicable. In such case, the parties shall promptly negotiate in good faith to replace that Provision with one that achieves the parties' intended purpose but avoids the defect of the original clause.

Schedule A
Description of AcquTrak and AcquTrak
Training & Support

Subject to the Provisions herein Noblis will provide:

1.0 AcquTrak

1.1 AcquTrak is a proprietary remote access application that can be customized for use throughout an entire acquisition life cycle. AcquTrak facilitates the acquisition process, and allows Acquisition evaluation teams to document the decision process and provide audit documentation using (i) review items (ii) proposal strengths, weaknesses, risks and comments, (iii) clarifications and deficiencies, (iv) ratings and rationale and (v) consensus-meeting results.

1.2 Customer will be allowed to access and use AcquTrak in connection with the Acquisition specified in accordance with Schedule B - Description of Customization Services and for the number of concurrent Authorized Users, pursuant to the Provisions.

2.0 AcquTrak Training & Support

In connection with the license to use AcquTrak, Noblis will provide AcquTrak Training & Support as described below:

2.1 Up to four (4) training sessions for AcquTrak will be provided by Noblis at mutually agreed to times. The AcquTrak Training may be conducted remotely from the Noblis headquarters facility or conducted at a Customer-furnished site in the Washington DC Metropolitan Area or the Noblis headquarters facility. Training material, classroom equipment & environment, duration of training and training content shall be determined solely by Noblis and is based on the Customer-furnished Acquisition requirements and documentation. Should the Customer desire training outside the Washington DC Metropolitan Area, Noblis shall be reimbursed for its travel expenses in accordance with commercially accepted travel practices. Should Customer desire additional training hours or training sessions, the additional training may only be made available on a mutually agreed to schedule at Noblis' then standard fees, and terms and conditions through a written modification to the Contract.

2.2 Customized training guides;

2.3 Help Desk Support consisting of:

(a) The Help Desk may be contacted by telephone or e-mail for the Customer to make service requests. Requests received are documented in a ticket tracking system and escalated as needed to appropriate Noblis staff for resolution.

(b) Help Desk support hours and nominal response times:

- (i) Normal Business Day (“NBD”)
 - The NBD hours are defined as 8:30am – 5:30pm Eastern Time, Monday through Friday, except for the following Noblis holidays: New Year’s Day, Dr. Martin Luther King Jr. Holiday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day (“Holidays”).
 - NBD excludes unscheduled closures of Noblis facilities.
 - During NBD hours, reasonable commercial effort will be made to answer Help Desk phone calls within 4 rings. Calls that are not answered will automatically be forwarded to the Help Desk voice mail.
 - Help Desk voice mail and e-mail messages received during NBD hours will be responded to as soon as possible, but no later than two NBD business hours from the time the message was received.
 - Service requests will be assigned to a technician, and troubleshooting will commence as soon as possible, but no later than four business hours from the time the call was received.

(ii) Outside Business Day (“OBD”)

- The OBD hours are defined as any hours that fall outside of the NBD range including weeknights, weekends, unscheduled closures of Noblis facilities and Holidays.
- During OBD hours, all calls will automatically be forwarded to Help Desk voice mail.
- Help Desk voice mail and e-mail messages received during OBD hours will be responded to as soon as possible, but no later than the next NBD.

Schedule B
Description of Customization Services

1. Subject to the Provisions for the one (1) specific acquisition identified in the Contract and based on the data and information provided by the Customer related to such acquisition (the “Acquisition”), Noblis will provide customization and advisory services to facilitate the acquisition process, as set forth below:

1.1 Set-up and customization of AcquTrak in connection with one (1) specific Acquisition.

1.2 Set-up and customization will be provided by Noblis at mutually agreed to times and locations. The material and content for use in connection with such set-up and customization shall be determined solely by Noblis and is based on the Customer-furnished Acquisition requirements and documentation. Set-up and customization provided at Customer sites outside of the Washington, D.C. metropolitan area is not included under these Provisions.

1.3 Should Customer desire additional set-up and customization beyond that provided in 1.1, above (or set-up and customization at Customers sites outside the Washington, D.C. metropolitan area) such additional services may be made available through a written amendment to the Contract on a mutually agreed to schedule, at Noblis' then standard fees, and terms and conditions.

AcquServeSM Service Provisions

1. Services

1.1 Subject to the terms and conditions set forth in the contractual document between the parties (the “**Contract**”) and the terms and conditions set forth herein (collectively the “**Provisions**”), Noblis, Inc. (“**Noblis**”) agrees to provide to the **Customer** named in the Contract the AcquServe software and services to assist in the acquisition as described in Schedule A - AcquServe and AcquServe Training and Support and Schedule B - Customization Services (collectively, the “**Services**” or “**AcquServe**”).

1.2 Each Party shall designate a representative who shall be the principal point of contact between the parties for all matters relating to the services to be provided under these Provisions (the “**Project Manager**”). A Party may designate a new Project Manager by written notice to the other Party.

1.3 In the Contract the customer has selected one or more of the AcquServe packages described in Schedule A, Section 1.1.

2. License

Subject to the Provisions herein, Noblis hereby grants to Customer, and Customer hereby accepts, a limited, revocable, non-exclusive, non-transferable, non-assignable license to use AcquServe solely in connection with a single acquisition as specified in Schedule B -Customization Services. Customer’s use shall be for its internal business purposes only, and Customer shall not use AcquServe for the benefit of any third party. Except as expressly set forth herein, in no event shall Customer sell, resell, loan, share, distribute, sublicense or otherwise commercially exploit, permit use of, or grant access to AcquServe (or any other Intellectual Property, as defined in Section 3.1), either in whole or in part, to any third party, including, without limitation, any other department within the Customer’s business, agency, contractor, consultant or advisor. Customer acknowledges that this right to use AcquServe does not permit Customer to receive a copy of source or object code to AcquServe. All rights not expressly granted to Customer herein are reserved exclusively to Noblis.

3. Intellectual Property

3.1 Customer acknowledges and agrees that Noblis owns all right, title and interest in and to all intellectual property, including, without limitation, all copyright rights, patents, trade secrets, database rights and any other proprietary rights in and related to the AcquServe Services including without limitation any underlying databases, computer programs, algorithms, techniques, processes, methods, trade secrets, know-how or other related technology underlying or included in intellectual property (together, the “**Intellectual Property**”). Intellectual Property shall also include any and all derivatives, improvements, error corrections, bug fixes, patches, updates or other modifications, enhancements or extensions to AcquServe Services (including any of the foregoing that may result from the set-up and customization described in Section 5.3); and the order, sequence, arrangement and formatting of the data, generated by AcquServe Services. Intellectual Property shall not include the pre-existing data and information provided by Customer to Noblis as part of Customer Responsibilities. Except for the limited, non-exclusive rights expressly granted under these Provisions, nothing in these Provisions will be construed to grant to Customer any right in or to the Intellectual Property. Customer shall not copy, modify, reverse engineer, reverse compile, disassemble or decompile the Intellectual Property in whole or in part, nor create derivative works based on any of the Intellectual Property. Customer agrees to take reasonable steps to prevent unauthorized use, access, copying or disclosure of the Intellectual Property and shall not contest the validity of the Intellectual Property. Customer shall promptly notify Noblis of any known, threatened or suspected infringement or unauthorized use of the Intellectual Property (or any component thereof) by any third party. Noblis, in its sole discretion, shall determine what action, if any, should be taken in response to any such infringement or unauthorized use. Customer shall take no action to enforce any rights in the Intellectual Property against any third party without the prior written approval of Noblis, which Noblis may withhold in its sole discretion. Customer shall cooperate with all reasonable requests for assistance by Noblis in connection with all of the foregoing, including, without limitation, making personnel available to testify and providing relevant documentation and information.

3.2 Customer shall not use Noblis’ name or any Noblis product name, logo, trademark, service mark or other designation (including, without limitation, NOBLIS and NOBLIS Design Logo) (collectively, “**Noblis Marks**”) in any manner, except to identify Noblis as the source of the Services provided hereunder, without the prior written consent of Noblis. Further, Customer shall not use any Noblis Marks in a manner to suggest Noblis’ endorsement or certification of Customer, including any of its products, services, or Acquisition.

3.3 Customer shall not remove, obliterate or cancel from view, any Noblis Mark, copyright, confidentiality or other proprietary notice, mark or legend appearing on any part of the Customization Services or AcquServe, including any results or output generated by AcquServe.

4. Customer Responsibilities and Representations

Customer is responsible for the following (“**Customer Responsibilities**”):

4.1 Cooperate with Noblis in the performance of the Customization Services and AcquServe Training & Support, including, without limitation, providing Noblis with timely access to data, information and personnel of Customer, and Customer acknowledges and agrees that Noblis’ performance is dependent upon the timely and effective satisfaction of Customer’s Responsibilities and Customer’s timely provision of data and information, and decisions and approvals, as requested by Noblis in connection with the Customization Services and AcquServe Training & Support.

4.2 Provide Noblis with the name of the person (for example, contracting officer, contract manager, business manager) who will be the designated approval authority for the acquisition (“**Approval Authority**”). Unless otherwise identified by Customer, Customer’s Project Manager as designated pursuant to Section 1.2 shall be deemed the Approval Authority.

4.3 Provide a list of Customer’s personnel authorized to access and use AcquServe pursuant to the Provisions herein (“**Authorized Users**”), to be registered by Noblis as Authorized Users. Provide contact information and the acquisition role of each Authorized User.

4.4 Provide and maintain (i) workstation hardware, software and peripheral devices, (ii) Internet access, (iii) telecommunications, (iv) Internet browser and (v) Internet service provider agreement (all of the foregoing, “**Customer’s System**”) in working order, and for all Customer System related charges and expenses incurred by Customer to permit Customer to access and use AcquServe.

4.5 Coordination of IT security requirements as applicable to the use of AcquServe.

4.6 Complete acquisition requirements and acquisition documentation and other Customer data and documents as may be reasonably requested by Noblis.

4.7 Customer represents and warrants to Noblis that it is the sole owner of, or has all necessary rights to the data, information and all other materials provided to Noblis in connection with these Provisions, and that none of the foregoing infringe upon any third party trademark, patent, copyright, trade secret or other intellectual property, contract or proprietary right.

5. Other Terms and Conditions

5.1 Customer shall be solely responsible, at its own expense, for acquiring, installing and maintaining all equipment, hardware and software necessary and compatible for it to receive the Customization Services and access and use AcquServe. Noblis shall not be held liable for any interruption of the Services that is a result of the failure of Customer’s Internet environment or any other aspect of Customer’s System.

5.2 Noblis shall issue each Authorized User a user identification and password promptly upon Noblis’ receipt of such request and the information described in Section 4.3, from the Customer’s Approval Authority. Requests for the addition or removal of Authorized Users will be fulfilled by Noblis promptly upon Noblis’ receipt of a Customer’s Approval Authority’s request to the Help Desk (as described in Schedule A (AcquServe and AcquServe Training & Support)). Customer and

Authorized Users shall not provide, share, loan or sell user identification and password information to any person other than Authorized Users. Customer is responsible for maintaining the confidentiality of user identifications and passwords. Customer is responsible for all user identifications and passwords, whether or not actually or expressly authorized by Customer, including, without limitation, uses by Authorized Users. Customer further agrees that: (a) it shall disclose the user identifications and passwords only to the Authorized Users, (b) it shall instruct its Authorized Users to protect the user identifications and passwords against disclosure to third parties; and (c) if an Authorized User leaves Customer's employ, Customer will be responsible for informing Noblis in writing so that the user identification and password for the departing Authorized User can be de-activated.

5.3 Customer acknowledges and agrees that the time necessary for the initial set-up and customization of AcquiServe in connection with Customer's System will vary based on Customer's System, and the Acquisition requirements and Acquisition documentation provided by the Customer to Noblis. Noblis requires a minimum of six (6) business weeks for such initial set-up and customization prior to the start of Customer's access to and use of AcquiServe. Such initial set-up and customization will be included in the Customization Services as set forth in Schedule B (Customization Services).

5.4 Customer acknowledges and agrees that there may be (a) periods of scheduled maintenance; and (b) periods of unscheduled maintenance or outages, when AcquiServe may be degraded or not available for use by Customer. Noblis will make commercially reasonable efforts to notify Customer of scheduled maintenance at least one (1) week in advance of the scheduled maintenance and Noblis will work with the Customer to minimize disruption of AcquiServe based on the Customer's schedule of business activities. To the extent possible, if unscheduled maintenance is necessary or an outage occurs, Noblis will coordinate with the Customer to minimize disruption of AcquiServe based on the Customer's schedule of business activities. Recovery time for AcquiServe will vary depending on the specific circumstances of the unscheduled maintenance or outage.

5.5 Noblis may engage Subcontractors (as defined below) to perform all or any portion of its obligations under these Provisions, provided that any such Subcontractor shall be subject to the terms hereof, and provided further that Noblis will remain responsible and liable for the performance of the Subcontractor in conformance with the relevant Provisions hereof. As used in these Provisions, "Subcontractor" shall mean any individual, partnership, corporation, firm, association, unincorporated organization, joint venture, trust or other entity engaged to perform hereunder.

5.6 Noblis may monitor, review and copy data on the Noblis server(s) supporting AcquiServe regarding Customer's usage of AcquiServe to allow Noblis to assess compliance with the Provisions herein. Further, upon Noblis' request, but not more than once quarterly, Noblis may view Customer's records pertaining to Customer's rights and obligations under these Provisions, provided any such viewing shall take place during business hours and shall not unreasonably interfere with Customer's business activities.

5.7 Nothing in these Provisions shall be deemed to restrict or limit in any way, Noblis' right to directly or indirectly market, license, use, or distribute its products and services (AcquiServe including the Customization Services) anywhere in the world, to any other party.

5.8 Noblis shall not be held liable for any interruption of AcquiServe and/or Customization Services AcquiServe including AcquiServe Training & Support that is a result of the failure of Noblis' telecommunications, Internet access, electric power supply or any other conditions or events beyond Noblis' control. Additionally, Noblis shall not be held liable for any system or data integrity issues caused by third party access and usage, whether proper or improper, of any specific AcquiServe service (or application).

5.9 The Customer acknowledges that AcquiServe or Customization Services is subject to U.S. government export control law and regulation. Customer agrees that in the event it seeks to make any use of the Customization Services and/or AcquiServe (including AcquiServe Training & Support) which constitutes an export under applicable U.S. government law and regulations, it assumes full responsibility for obtaining any necessary export licenses and approvals and for assuring compliance with applicable export control restrictions.

5.10 Third parties using the Services shall be subject to Noblis terms of use.

6. Term Termination and Payment

6.1 Services are sold in consecutive monthly increments as specified in the Contract. The Contract shall specify the number of consecutive months.

6.2 Noblis shall be paid by Customer the Fees specified in the Contract.

6.3 In the event that delays caused by Customer result in additional Customization Services or modifications to AcquiServe (including AcquiServe Training & Support), such additional services shall be payable by Customer to Noblis at Noblis' then standard rates on a time and materials basis through a modification to the Contract which adds funding, value and dates of performance as applicable.

6.4 Upon expiration or mutual agreement of termination of AcquiServe and/or Customization Services for any reason:

(a) Customer shall immediately cease accessing and using the Services and immediately return or destroy (at Noblis' direction) any materials in its possession, in whatever form, containing any of Noblis' Intellectual Property and/or confidential information, and certify in writing to Noblis that it has done so.

(b) Noblis shall return or destroy (at Customer's direction) any materials in its possession, in whatever form, containing confidential information of Customer.

(b) Noblis shall be paid a pro rata portion of Fees based on the start and termination date. In no instance shall the pro rata payment be based on less than one (1) calendar week.

7. Amendment; Waiver; Severability

No amendment or modification of the Provisions, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If, for any reason whatsoever, any one or more of the Provisions shall be found to be inoperative, invalid, or unenforceable in a particular circumstance or inapplicable to a particular person or other entity by a court of competent jurisdiction, such finding shall neither render such provision inoperative, invalid, or unenforceable in any other circumstance or inapplicable to any other person or other entity, nor render any Provision inoperative, invalid, unenforceable, or inapplicable. In such case, the parties shall promptly negotiate in good faith to replace that Provision with one that achieves the parties' intended purpose but avoids the defect of the original clause.

Schedule A
Description of AcquiServe and AcquiServe
Training & Support

1.0 AcquiServe Description

1.1 AcquiServe is a suite of software application packages (or services) customized to support an acquisition program from the solicitation phase through contract implementation and operation.

The **AcquiServe Solicitation Package** is an integrated suite of services for use with the solicitation phase (pre-award) of an acquisition. This solution includes delivery and management of a customized portal for bidders, electronic document delivery and submission, secured hosting of all source selection sensitive data, compliance management interfaces, price table management interfaces, and automated error-checking and validation of bidder information.

The **AcquiServe Post-Award Servicing Package** is an end-to-end solution for use with awarded contracts for managing a servicing agency business operation. This package is the most comprehensive AcquiServe offering. This package bundles the MarketplaceMaker Package with two additional Pricer services (Billing Pricer and Customer Inventory Pricer) and adds the Contract Management Package. This solution is targeted to servicing agency business models managing telecommunications and network services contracts.

The **AcquiServe Marketplace Maker Package** is a basic turnkey solution for use with awarded contracts for servicing agencies seeking to implement, operationalize, and manage a dynamic, competitive multi-vendor environment. This package bundles three Pricer services (Marketplace Pricer, Customer Contract Pricer, and Fee Analyzer) with the Contract Management Package. Marketplace Maker is adaptable to any type of services contract (i.e., telecommunications, information technology [IT], professional services, etc.) giving it wide applicability to many contracting programs.

The **AcquiServe Contract Management Package** is a solution set designed to help contracting officials and program managers manage changes, modifications, and updates to an awarded contract throughout the entire life cycle of the program.

Each AcquiServe package described above is licensed separately. Use of any AcquiServe Package is not contingent upon the purchase and use of any other AcquiServe Package.

1.2 Customer will be allowed to access and use AcquiServe in connection with the Acquisition specified in accordance with Schedule B (Customization Services) and for the number of concurrent Authorized Users, pursuant to the Provisions.

2.0 AcquiServe Training & Support

In connection with the license to use AcquiServe, Noblis will provide AcquiServe Training & Support as described below:

2.1 Up to four (4) training sessions for AcquiServe will be provided by Noblis at mutually agreed to times. The AcquiServe Training may be conducted remotely from the Noblis headquarters facility or conducted at a Customer-furnished site in the Washington DC Metropolitan Area or the Noblis headquarters facility. Training material, classroom equipment & environment, duration of training and training content shall be determined solely by Noblis and is based on the Customer-furnished Acquisition requirements and documentation. Should the Customer desire training outside the Washington DC Metropolitan Area, Noblis shall be reimbursed for its travel expenses in accordance with commercially accepted travel practices. Should Customer desire additional training hours or training sessions, the additional training may only be made available on a mutually agreed to schedule at Noblis' then standard fees, and terms and conditions through a written modification to the Contract.

2.2 Customized training guides;

2.3 Help Desk Support consisting of:

(a) The Help Desk may be contacted by telephone or e-mail for the Customer to make service requests. Requests received are documented in a ticket tracking system and escalated as needed to appropriate Noblis staff for resolution.

(b) Help Desk support hours and nominal response times:

(i) Normal Business Day ("NBD")

- The NBD hours are defined as 8:30am – 5:30pm Eastern Time, Monday through Friday, except for the following Noblis holidays: New Year's Day, Dr. Martin Luther King Jr. Holiday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day ("Holidays").
- NBD excludes unscheduled closures of Noblis facilities.
- During NBD hours, reasonable commercial effort will be made to answer Help Desk phone calls within 4 rings. Calls that are not answered will automatically be forwarded to the Help Desk voice mail.
- Help Desk voice mail and e-mail messages received during NBD hours will be responded to as soon as possible, but no later than two NBD business hours from the time the message was received.
- Service requests will be assigned to a technician, and troubleshooting will commence as soon as possible, but no later than four business hours from the time the call was received.

(ii) Outside Business Day ("OBD")

- The OBD hours are defined as any hours that fall outside of the NBD range including weeknights, weekends, unscheduled closures of Noblis facilities and Holidays.
- During OBD hours, all calls will automatically be forwarded to Help Desk voice mail.
- Help Desk voice mail and e-mail messages received during OBD hours will be responded to as soon as possible, but no later than the next NBD.

Schedule B
Description of Customization Services

1. Subject to the Provisions for the one (1) specific acquisition identified in the Contract and based on the data and information provided by the Customer related to such acquisition (the "Acquisition"), Noblis will provide customization and advisory services to facilitate the acquisition process, as set forth below:

1.1 Set-up and customization of AcquiServe in connection with one (1) specific Acquisition.

1.2 Set-up and customization will be provided by Noblis at mutually agreed to times and locations. The material and content for use in connection with such set-up and customization shall be determined solely by Noblis and is based on the Customer-furnished Acquisition requirements and documentation. Set-up and customization provided at Customer sites outside of the Washington, D.C. metropolitan area is not included under these Provisions.

1.3 Should Customer desire additional set-up and customization beyond that provided in 1.1, above (or set-up and customization at Customer sites outside the Washington, D.C. metropolitan area) such additional services may be made available through a written amendment to the Contract on a mutually agreed to schedule, at Noblis' then standard fees, and terms and conditions.



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GS-35F-0590W

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May 2018