



**GSA Schedule Catalog  
Contract GS-35F-0595S  
With Services, Pricing, Terms and Conditions, and  
Labor Category Descriptions**

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

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

FPDS Code D302 IT Systems Development Services  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**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.

AgilePath Corporation  
38 Merrimac Street, Suite 201  
Newburyport, MA 01950  
Phone: (978) 462-5737  
www.agile-path.com

Contract Number:

Period Covered by Contract:

General Services Administration  
Federal Supply Service

Pricelist current through Modification # 18, dated March 17, 2006

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

## TABLE OF CONTENTS

<b>Information For Ordering Activities .....</b>	<b>Page 4</b>
<b>Terms and Conditions .....</b>	<b>Page 11</b>
<b>Services and Pricing .....</b>	<b>Page 15</b>
<b>Job Descriptions .....</b>	<b>Page 20</b>
<b>Blanket Purchase Agreements (BPAs) .....</b>	<b>Page 23</b>
<b>Contractor Team Arrangements .....</b>	<b>Page 26</b>

## **INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

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

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

Ordering and Payment Address: 38 Merrimac Street, Suite 201, Newburyport, MA 01950

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: Phone: (978) 462-5737

#### **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 70

Block 16: Data Universal Numbering System (DUNS) Number: 175898845

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

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 73-1688653

4a. CAGE Code: 41QE7

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

**5. FOB Destination**

**6. DELIVERY SCHEDULE**

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

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

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

Prompt Payment: 0.5% in 10 days Net 30 from receipt of invoice or date of acceptance, whichever is later.

**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 \$ 2,500.

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

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

**12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

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

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

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

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or

can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

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

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

**16. GSA Advantage!**

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

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

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

#### **17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

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

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

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

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

#### **19. OVERSEAS ACTIVITIES N/A**

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:

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

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

**21. CONTRACTOR TEAM ARRANGEMENTS**

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

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

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

**23. SECTION 508 COMPLIANCE.**

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

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

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

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

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

(b) The following statement:

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

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

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

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

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

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

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

**26. SOFTWARE INTEROPERABILITY.**

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

**27. ADVANCE PAYMENTS**

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

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

## 9. INDEPENDENT CONTRACTOR

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

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

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

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

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

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

## 11. INVOICES

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

## 12. PAYMENTS

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

## 13. RESUMES

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

## 14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

## SERVICES AND PRICING

AgilePath Corporation is an innovative management consulting and professional services firm focused on Service-Oriented Architecture (SOA) and the supporting IT capabilities, skills and disciplines that will make the SOA transformation successful for our clients.

AgilePath prices Core Services and supporting services on an hourly or fixed price basis. Both pricing methods are based on an hourly rate structure. The labor categories required to perform each Core Service and supporting service are delineated for each of the services. The proposed hourly rate structure for each labor category is found on page 18 following the description of services. The total price of any one service will vary contingent on the estimated time and scope of the engagement.

### Core Services

#### 1) SOA Strategy and Planning: AgilePath's SOA Playbook™ (NAICS: 541512)

AgilePath's SOA Playbook™ is a patent-pending and comprehensive SOA strategy and roadmapping methodology that addresses the unique requirements of Service-Oriented Architecture (SOA) and Web Services. AgilePath's SOA Playbook™ is an SOA business modeling solution geared to help organizations to drive business results quickly through explicit linkage of SOA and business Services to business strategy, organizational requirements and business processes. Most importantly, AgilePath's SOA Playbook delivers business results. AgilePath's SOA Playbook™ synthesized an organization's SOA business and technology requirements into an actionable and implementable SOA Playbook tailored to their specific business issues.

Activities involved in a complete SOA Playbook engagement include the following:

- SOA Vision, Mission and Goals
- SOA Drivers, Value Drivers and Opportunity Roadmap
- Services Assessment and Gap Analysis
- Enterprise Business Services Roadmap
- IT Architecture Assessment and Gap
- SOA Technical Roadmap
- SOA Reference Model
- SOA Governance Model
- SOA Organizational, Behavioral Cultural Model
- SOA Metrics
- SOA Business Case Development
- Synthesis and Implementation Planning

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Developers, SOA Project Manager

#### 2) AgilePath's SOA Governance Solutions and Services (NAICS: 541512)

Governance is critical to the success of an SOA. AgilePath's SOA Governance Services include SOA governance assessments, SOA Governance model design, including organizational models, SOA goals, principles and policies, governance process design, policy development and enforcement mechanisms, and organizational optimization services and change management.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Project Manager

### **3) SOA Governance Reference Model™ (NAICS: 541512)**

AgilePath's SOA Governance Reference Model™ is a framework that helps organizations place significantly more emphasis on SOA governance from an organizational, process and cultural perspective while deemphasizing the technology-focused approaches being endorsed by the vendor community.

SOA governance defines organization, process and enforcing policies to achieve a consistent behavioral model. The following graphic depicts our SOA Governance Reference Model in this context.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Project Manager

### **4) SOA Services Lifecycle Governance (NAICS: 541512)**

AgilePath helps our clients implement Closed-loop SOA Governance™, which is the ability to establish a feedback loop from services consumption to services design, or in effect achieve closed loop SOA governance. AgilePath implements policy-driven SOA governance using best-of-breed technology solutions to enable enforcement of an organization's essential SOA policies – from business and strategic policies to technical policies enforced across the services lifecycle from design time through runtime.

AgilePath implements a variety of SOA governance technical solutions including policy-driven SOA governance, service registries, metadata repositories and Web Services management Services, all driven by the governance requirements and policy enforcement model of a particular organization.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Developers, SOA Project Manager

### **5) Governance Implementation and Change Management (NAICS: 541512)**

AgilePath will help implement your SOA Governance Model and policies, as well as provide change management services to facilitate the adoption of new governance processes at all levels – the strategic SOA decisions, the operational SOA decisions and during Services lifecycle processes.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Developers, SOA Project Manager

### **6) Services Modeling and Design (Training, Project Mentoring, and Services Development) (NAICS: 541512)**

AgilePath's approach to identifying, modeling and implementing Web services is a process-driven model based on business needs. AgilePath's approach to implementing reusable Web services is based on establishing an Enterprise Services Roadmap. This roadmap establishes the initial services portfolio for an organization. Once the initial enterprise services portfolio is devised, AgilePath will use its innovative services modeling and design methodology, Service Mapping Methodology, to rapidly implement those services in phased blocks of releases.

Labor Categories: SOA Strategist, SOA Architect, SOA Analyst, SOA Project Manager

## Key Supporting Services and Solutions

### 1) SOA Business Case and ROI Modeling (NAICS: 541512)

AgilePath works with clients to establish the business case and ROI model for an SOA transformation initiative.

Labor Categories: SOA Strategist, SOA Analyst, and SOA Project Manager

### 2) AgilePath's SOA Technology Services (NAICS: 541512)

AgilePath's SOA Technology Services practice helps identify, prioritize, and implement appropriate SOA technology solutions such as Web Services Management platforms, service registries (UDDI or ebXML), metadata repositories, ESB Services, development tools, SOA runtime platforms, XML modeling tools, and more.

Services include SOA architecture design, SOA Technology Roadmap development, vendor selection, proof of concepts, and implementation of selected SOA enabling technology solutions.

Labor Categories: SOA Strategist, SOA Architect, SOA Analyst, SOA Developers, SOA Project Manager

### 3) AgilePath's Enterprise Service Bus (ESB) Practice (NAICS: 541512)

AgilePath offers field-proven experience with multiple enterprise service bus (ESB) and SOA messaging platforms, including enterprise application integration (EAI) platforms, modern enterprise service bus (ESB) solutions, and other legacy messaging solutions such as MQ, MOM and more.

AgilePath's ESB capabilities include establishing centers of expertise (COE), implementing SOA lifecycle governance processes across an organization's specific development platforms, and implementing specific design-time policies and best practices to ensure effective and agile development capabilities. AgilePath has specific experience with the following ESB/SOA runtime platforms: SeeBeyond, WebMethods, Sonic ESB, IBM WebSphere, BEA WebLogic/AquaLogic, Oracle Fusion, open source and more.

Labor Categories: SOA Strategist, SOA Architect, SOA Analyst, SOA Developers, SOA Project Manager

### 4) Legacy System SOA Assessments (NAICS: 541512)

AgilePath can help clients determine how to leverage legacy platforms and associated applications by exposing the internal business functionality as Web services in an SOA. This provides a path toward closing the technology and business functionality gap while leveraging the cost-effective model of exposing legacy functions as agile, composable Web services.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Project Manager

### 5) AgilePath's SOA and IT Training Solutions (NAICS: 541512)

AgilePath's training solutions are excellent pathways to accelerate understanding of SOA and Web services for your organization. AgilePath provides a suite of SOA and Web services training solutions for our clients. These range from Executive Workshops and Briefings to hands-on mentoring for developers and application architects. In addition, AgilePath provides customized training solutions to address the specific needs of our clients as they begin to implement SOA.

Some of the introductory training solutions available from AgilePath include:

- SOA Core Team Awareness Program
- SOA Executive Awareness Program
- SOA General Overview for IT Management and Practitioners
- Custom SOA Workshops
- Services Identification, Modeling and Design

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Project Manager

#### **6) Agile SOA: Service-Oriented Development Process and Tools Optimization (NAICS: 541512)**

SOA development and governance as a discipline requires best practices processes and technology to implement. The technology and standards of SOA governance, and in particular policy enforcement, are relatively immature and continue to evolve in parallel with standards and approaches to managing metadata within an SOA.

AgilePath has the skills and experience to help our clients prepare their development resources to build and deploy best-in-class SOA services. Our broad vendor market knowledge and vendor neutral approach allows AgilePath to advise our clients in the most effective manner in technology platforms and applications that will best serve the needs of the business and position them for future agility and growth.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Developers, SOA Project Manager

#### **7) SOA Staff Augmentation (NAICS: 541512)**

AgilePath offers SOA and Web service staff augmentation for our clients seeking the very best talent in a tight SOA labor market for short and long term staffing needs.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Developers, SOA Project Manager

#### **8) Vendor Due Diligence Services, Pilots and POCs (NAICS: 541512)**

AgilePath can help you determine whether your technology partners and Services currently support or plan to support SOA and Web Services, applicable standards and capabilities with their product suites. AgilePath will perform vendor due diligence, proof of concepts, pilots and vendor selection services to help you select the right technology partners.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Project Manager

#### **9) Custom IT Engagements (NAICS: 541512)**

Custom client engagements focused on applying SOA, Services and Asset Re-use principles to common business and IT challenges, such as data warehousing, refactoring legacy systems, and evaluating commercial software to determine its ability to expose and consume Services in an SOA.

Labor Categories: SOA Strategist, SOA Governance Analyst, SOA Architect, SOA Analyst, SOA Developers, SOA Project Manager

## GSA Pricing Structure

AgilePath prices its Core Services and supporting services on an hourly or fixed price basis. Both pricing methods are based on an hourly rate structure. The labor categories required to perform each service are delineated for each of the services. The proposed hourly rate structure for each labor category is indicated below. The total price of any one Core Service and supporting service will vary contingent on the estimated time and scope of the engagement.

AgilePath proposes the following GSA hourly rate structure. Our proposed GSA rates are 10% less than the rates we charge our most favored commercial clients. Commercial invoices are provided in “Sample Commercial Invoices” section to substantiate our proposed rate structure.

<b>Labor Category</b>	<b>GSA Hourly*</b>
<b>Rate</b>	
SOA Strategist	\$ 225.00
SOA Governance Analyst	\$ 202.50
SOA Architect	\$ 166.50
SOA Analyst	\$ 144.00
SOA Developer	\$ 144.00
SOA Project Manager	\$ 90.00
* All Rates Include Industrial Funding Fee	

**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.

## Job Descriptions

### 1) SOA Strategist

Description: The SOA Strategist is responsible for analyzing, designing, and implementing, a client's Service-Oriented Architecture. Demonstrates expertise in a variety of SOA concepts, best practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typical candidate will have Big Four strategic consulting experience with strong communication skills.

Requirements: Must exhibit skills to accomplish the following:

- Assisting the client organization through collaboration with senior stakeholders including CEO, CTO, CIO and COO in identifying a strategy to enable the enterprise to migrate towards a mature SOA. The SOA maturity model typically employed enables an organization to evolve to SOA – i.e. from initial services, to architected services, to business services, to measured business services and finally to optimized business services.
- Analyzing the 'layout' of the enterprise in order to recommend the most appropriate Enterprise SOA Governance Framework Model.
- Identifying and documenting the standards, policies and processes required to sustain a robust SOA.
- Educating Business Analysts, Systems Analysts, and Architects on the techniques used to identify services such that the resulting designed services have the potential of exhibiting the maximum number of service-oriented characteristics possible.

Education: Masters degree or higher in Business, Computer Science, Organizational Behavior, Change Management or other Behavioral Science preferred

Experience: 15+ years

Rate: \$225/ hr.

### 2) SOA Governance Analyst

The role of SOA Organizational Governance Analyst role is to analyze and facilitate the adoption of new or improved processes and/or procedures across the IT organization. These changes in governance could include technology implementations, workforce/human resources transformations, and corporate policies. The SOA Organizational Governance Analyst will oversee the development and deployment of change management methodologies and procedures to guide the adoption process. This individual will apply proven communication, analytical, and problem-solving skills to help maximize the benefit of IT organizational directives and their business goals.

Education: Prefer MBA or other Masters+ level work related to Strategic Planning, Organizational Development & Design, Culture Transformation, & Change Management in an IT environment

Experience: 12+ years preferred

Rate: \$202.50/ hr.

### 3) SOA Architect

The Service-Oriented Architecture (SOA) architect is responsible for analyzing, designing, and implementing SOA architectural requirements into service-based solutions. The SOA architect will work within various architectural environments, including client/ server and n-tier architectures, and modify those systems to accommodate a service-based approach. The SOA architect will also be responsible for identifying SOA-based non-functional system requirements such as security, transactional integrity, reliability, availability, and agility. Solid communication skills are required to provide clients with clear and concise architectural documentation and guidance. This individual will work with a client's IT organization to facilitate organizational commitment for all systems and software plans, as well as evaluate and select all technologies required to complete those plans. In addition, the SOA Architect provides technical leadership in a consultative capacity across the client organization, from strategic decision making down to the project planning level.

#### Requirements:

- Must be well versed in enterprise architecture, SOA, J2EE and/ or .Net
- Full-cycle implementation experience including requirements, design, implementation, integration and testing
- Experience designing and implementing n-tiered application architecture
- Fluency in first generation web service standards, technologies and tools including XML, SOAP, WSDL, UDDI, BPEL.
- Strong distributed computing background is required including knowledge of CORBA, RPC, DCE, DCOM, RMI.
- Familiarity with messaging systems including, Sonic, WebMethods, and SeeBeyond.
- Knowledge of commercial web service product providers including Systinet, Blue Titan, LogicLibrary as well as others.
- Ability to present professionally and persuasively to C-level executives
- Strong communication skills both written and verbal.

Education: Masters degree or higher in Computer Science or Software Engineering preferred

Experience: 10+ years

Rate: \$166.50/ hr.

### 4) SOA Analyst

The SOA Analyst's role is to devise and design business process requirements for all IT-related business, financial, and operations systems critical to core organizational functions. This includes researching and analyzing data in support of business and agency functions, process knowledge, and systems requirements. The SOA Analyst is also responsible for proactively generating and compiling reports based on his or her findings, complete with recommended improvements to – or new requirements for – business processes and operational procedures. This individual will apply proven communication, analytical, and problem-solving skills to help maximize the benefit of IT system investments and to assist in implementing new computer systems.

Education: Bachelors Degree or higher in Business, Computer Science, and/ or/Operations Management

Experience: 7+ years

Rate: \$144/ hr.

## 5) SOA Developer

The SOA Developers's role is to define, develop, test, analyze, and maintain new software and service applications in support of achieving of SOA requirements. This includes writing, coding, testing, and analyzing software programs, services, and applications. The SOA Developer will also research, design, document, and modify software specifications throughout the production life cycle.

Requirements: Must exhibit skills to accomplish the following:

- Fluency in first generation web service standards, technologies and tools including XML, SOAP, WSDL, UDDI, BPEL.
- Strong distributed computing background is required including knowledge of CORBA, RPC, DCE, DCOM, RMI.
- Familiarity with messaging systems including, Sonic, WebMethods, and SeeBeyond.
- Knowledge of commercial web service product providers including Systinet, Blue Titan, LogicLibrary as well as others.

Education: Bachelors Degree or higher in Business, Computer Science, and/ or/Software Engineering

Experience: 5+ years

Rate: \$144/ hr.

## 6) Project Manager

Description: The role of the Project Manager is to plan, execute, and finalize projects according to strict deadlines and within budget. This includes acquiring resources and coordinating the efforts of team members and third-party contractors or consultants in order to deliver projects according to plan. The Project Manager will also define the project's objectives and oversee quality control throughout its life cycle.

Requirements: Must exhibit skills to accomplish the following:

- Preparation and management of project schedules
- Manage and recruit project resources (Weekly Report)
- Manage and maintain client relationships
- Prepare project reviews and status reports (Weekly Report)
- Provide project recommendations

Education: Bachelors Degree or higher in Business, Computer Science, and/ or/Operations Management

Experience: 10+ years

Rate: \$100/ hr.



BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

(h) Date of Shipment.

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

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

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

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

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

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

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

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

Here is a general outline on how it works:

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