



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

Special Item No. 132-51 Information Technology Professional Services

Note: Contractor has been awarded under the Cooperative Purchasing and Disaster Recovery Programs

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

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services

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.

INNOVIM, LLC

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Phone: 240-542-0200 Fax: 240-542-0219

Internet Address: www.innovim.com

Contract Number:

GS-35F-0677R

Period Covered by Contract:

June 13, 2005 to June 12, 2015

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PO-0004, dated October 21, 2010

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

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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!™ on-line shopping service (<http://www.gsaadvantage.gov>). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (<http://www.gsa.gov/fas>) 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.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

**INNOVIM, LLC
7501 Greenway Center Drive, Suite 660
Greenbelt, MD 20770**

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

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: 240-542-0200

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. STATICAL 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: 122802106
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - Yes
Block 36: Contractor's Taxpayer Identification Number (TIN): 56-2304619

4a. CAGE Code: 3TTR0

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)
<u>132-51</u>	<u>As negotiated between contractor and ordering agency</u>

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

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

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discount as all other Government customers

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: Outside scope of contract.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.

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 PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary

standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition 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.

- (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 at 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 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

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

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.

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: Not Applicable

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall

contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the

Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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 SERVICES AND PRICING

Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist.

INNOVIM, LLC'S
INFORMATION TECHNOLOGY
LABOR CATEGORY DESCRIPTIONS AND RATES

1. Administrative Support

- A. Minimum/General Experience: Provides administrative-type support to technical and management-level personnel. This includes, but is not limited to, documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc.
- B. Functional Responsibility: Specializes in coordinating and planning office administration and support. Reports directly to a client, usually at the client location, to support its operations as required. Understands and provides documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc. required in changing office environments. May perform other duties as assigned.
- C. Minimum Education: High School Diploma or G.E.D. or other equivalent degree program.

2. Solution Support Staff

- A. Minimum/General Experience: Under general supervision, performs analysis of business domain, computer and communications/network systems. Performs systems installation of computer operating systems, network, and applications software, and computer/network hardware. Provides hotline support to customers. Has ability to adapt to new situations and environments. Possesses keen troubleshooting skills to assist Sr. Systems Analysts.
- B. Functional Responsibility: Performs systems analysis of computer and networking systems. Supports a Sr. Systems Analyst, as required. Provides overall integration of all systems peripherals so that they operate correctly within a predefined environment. Provides hotline support to customers. Develops technical documentation detailing the installation procedures. May perform other duties, as assigned.
- C. Minimum Education: Bachelor's Degree or equivalent and 5 years of general experience. Five (5) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, three (3) years of general experience is acceptable. With a PhD, 1 year of general experience is required.

3. Technical Writer

- A. Minimum/General Experience: Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and other reports and deliverables.
- B. Functional Responsibility: Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents.
- C. Minimum Education: Bachelor's Degree or equivalent. Six (6) years of general experience

4. Solution Developer

- A. Minimum/General Experience: Under general supervision, develops software and or database solutions based upon client requirements. Generally reports to a Sr. Solution Developer and makes utilizes COTS application development tools as required.
- B. Functional Responsibility: Develops software solutions based upon client requirements. Supports a Sr. Solution Developer as required. Uses COTS or custom CASE tools as required. Develops technical documentation detailing the project design parameters. May perform other duties as assigned.
- C. Minimum Education: Bachelor's Degree or equivalent and up to 5 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, three (3) years of general experience is required. With a PhD, 1 year of general experience is required.

5. Solution Engineer

- A. Minimum/General Experience: Under general supervision, defines and executes systems and/or network engineering activities within a project. These activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing of a systems engineering management plan.
- B. Functional Responsibility: Performs systems and network engineering planning, performance management, capacity planning, testing and validation, benchmarking, information engineering. Development and staffing of a systems engineering management plan. Supports a Sr. Solution s Engineer, as required. Analyzes and develops technical documentation detailing the integration and system performance. Coordinates the activities of Systems Engineers and Jr. Systems Engineers assigned to specific systems engineering projects. May perform other duties as assigned.
- C. Minimum Education: Bachelor's Degree or equivalent and 5 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, three (3) years of general experience is required. With a PhD, 1 year of general experience is required.

6. System Administrator

- A. Minimum/General Experience: Supervises and manages the daily activities of configuration and operation of business systems, which may include mainframe, mini, or client/server based systems. Experience in the evaluation, installation and configuration of hardware and software. Broad knowledge of networking equipment (e.g., routers, hubs, switches). Technical experience installing, maintaining, and managing Local Area Networks (LANs).
- B. Functional Responsibility: Supervises and manages the daily activities of configuration and operation of business systems, which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Performs analytical, technical, and administrative work in the planning, design, and installation of new and existing microprocessor-based computer systems. Works on moderately complex applications. Confers with end users to determine types of hardware and software required. Writes programs to fulfill requirements or selects appropriate commercial off-the-shelf (COTS) software and customizes it as necessary. Installs new hardware and maintains existing hardware. Trains end users in use of hardware and software. May perform limited routine network administration functions.
- C. Minimum Education: Bachelor's Degree or equivalent and four (4) years of specialized experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's degree no experience is required.

7. Sr. Solution Developer

- A. Minimum/General Experience: Eight (8) years experience, of which at least four years must be specialized. Specialized experience includes: analysis and design of business applications on complex systems for large-scale computers, data base management, use of programming languages such as Java, Visual Basic, Ada, COBOL, 4GL, and/or DBMS.

Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs. General experience includes increasing responsibilities in assignments of a technical nature. Proven ability to work independently or under only general direction on complex application problems involving all phases of systems analysis is required.

- B. Functional Responsibility: Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.
- C. Minimum Education: Bachelor's Degree or equivalent and 8 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, six (6) years of general experience is required. With a PhD, 4 years of general experience is required.

8. Sr. Solution Engineer

- A. Minimum/General Experience: Responsible for acquisition, installation, maintenance, and usage of network systems. Determines best products to meet needs and presents results. Manages system performance and maintains system security. Installs network hardware and software. Evaluates, develops, and maintains telecommunications systems. Troubleshoots system problems. Establishes and implements system policies, procedures, and standards, and ensures their conformance with information systems objectives. Trains users on system operation. May perform network planning and engineering functions. May be responsible for both local and remote administration of networks. Has access to highly-technical and specialized OEM support, technical data, and software. Other activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing of a systems engineering management plan.
- B. Functional Responsibility: Performs systems and network engineering planning, performance management, capacity planning, testing and validation, benchmarking, information engineering. Development and staffing of a systems engineering management plan. Supports other Sr. Solution Engineers and Program Managers, as required. Analyzes and develops technical documentation detailing the integration and system performance. Coordinates the activities of Solution Engineers assigned to specific systems engineering projects. May perform other duties as assigned.
- C. Minimum Education: Bachelor's Degree or equivalent and 8 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, six (6) years of general experience is required. With a PhD, 4 years of general experience is required.

9. Technical Lead

- A. Minimum/General Experience: Senior scientist who independently performs a variety of system design and engineering tasks which are broad in nature and are concerned with design and implementation of major enterprise systems development and integration, including supporting personnel, hardware, software, and support facilities and/or equipment. Supervises team of Solution Developers and Engineers through project completion and is considered a Subject Matter Expert (SME) in one or more specific areas of computer system design and networking.
- B. Functional Responsibility: Plans and performs Application development and solution engineering research, design development, and other assignments in conformance with system and network design, engineering, and customer specifications. Supervises team of Sr. Engineers, Developers and Support Staff. Responsible for highly complex technical/engineering projects. Coordinates the activities of Sr. Systems Engineers, Systems Engineers, Sr. Network Engineers, and Network Engineers assigned to specific system and network engineering projects. Serves as the lead technical authority on the project. May perform other duties, as assigned.
- C. Minimum Education: Master's Degree or equivalent and 10 years of general experience. A Bachelor's Degree and 9 years of general experience is equivalent to a Master's Degree or a High School Diploma (or equivalent) and 15 years

of general experience is considered equivalent to a Master's Degree. With a Doctorate, eight (8) years of general experience is acceptable.

10. Solution Architect

- A. Minimum/General Experience: Has broad, high-level knowledge of specific solution architecture for Government applications. Possesses the capability to direct, design, or develop architecture plans, implementation or cutover plans, integration plans, or interoperability plans based on different business environments. Has the ability to use experience and technical judgment to reach conclusions in the face of limited and/or uncertain data. Able to develop solution architecture Requests for Proposals (RFPs) and to evaluate responses to RFPs. Supervises or manages the solution architecture planning and is considered a leading expert in the field. Capable of supervising multiple teams of specialty Engineers working on highly complex architecture projects.
- B. Functional Responsibility: Provides lead analysis for translating customer needs into the design of solution. Provides leadership or direction on innovative research associated with the development of solution architectures. Performs management responsibilities for the program and staff in the development and execution of solution architecture projects. Provides in-depth analysis on interoperability, topologies, technologies, interfaces, and protocols. May perform other duties as required.
- C. Minimum Education: A Doctorate in Computer Science, Electrical or Electronics Engineering, Information Systems, or equivalent and 8 years general work experience in telecommunications. A Master's Degree in Computer Science, Electrical or Electronics Engineering, Information Systems, or equivalent and 10 years experience or a Bachelor's Degree in Computer Science, Electrical Engineering, Information Systems, or equivalent and 12 years experience are considered equivalent to a Doctorate and 8 years experience.

11. Project Manager

- A. Minimum/General Experience: Six years information technology experience, including five years of experience in a management or supervisory capacity, plus three years of experience in the functional area of the project to be managed. Demonstrates ability to manage a large-scale system design, development, testing, implementation, operations, and maintenance effort encompassing a large staff including specialty and line managers, senior technical personnel, clerical staff, and system operators. The individual assigned to this position shall possess knowledge of the use of contemporary project management tools and shall have command of the core principles of effective management, including effective delegation, ownership, responsibility development, and tracking. Organizes, directs, and coordinates planning and execution of all program/technical support activities. Has demonstrated information technology expertise and communications skills to be able to interface with all levels of management. Simultaneously plans and manages the transition of several highly technical projects. Establishes and alters (as necessary) management structure to effectively direct program/technical support activities. Meets and confers with Government/Corporate management officials regarding the status of program/technical activities and problems, issues or conflicts regarding resolution.
- B. Functional Responsibility: Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Formulates policies and goals of the organization to subordinates. Interfaces with internal and Government/Corporate management. Is responsible for overall program performance.
- C. Minimum Education: A Bachelor's degree and (6) years Project Management experience is required. A Master's Degree and five (5) years Project management experience with at least 1 year managing government projects is acceptable. With a PhD, 3 years of general experience is required.

12. Program Manager

- A. **Minimum/General Experience:** Directs the performance of a variety of highly technical projects which may be organized by technology, program or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically include engineering, integration, test, systems analysis, quality assurance, etc.
- B. **Functional Responsibility:** Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items. Operates within the scope of client guidance, contractual limitations, company business and policy directives. Serves as the focal point of contact with client regarding program activities. Ensures that all required resources are available for program implementation. Maintains the development and execution of business opportunities based on broad, general guidance. Confers with project manager to provide technical advice and to assist with problem resolution. May perform other duties as assigned
- C. **Minimum Education:** Bachelor's Degree or equivalent and 12 years of general experience. Six (6) years of general experience is equivalent to a Bachelor's Degree. With a Master's Degree, thirteen (13) years of general experience is acceptable. With a PhD, 11 years of general experience is required.

13. Subject Matter Expert

- A. **Minimum/General Experience:** Conducts standard and specialized training in field of expertise. Performs technology investigations, assessments and evaluations of system integration and conversion efforts, technical support issues, and staffing requirements. Supports efforts related to new technology systems, concepts, designs, and integration efforts. Analyzes the design, development, and support of customer-automated systems associated with systems, equipment or software. Advises on technologies and concepts that solve complex problems. Conducts high level impact studies and analyses associated with field of expertise.
- B. **Functional Responsibility:** Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Supervises broad team of systems engineers. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.
- C. **Minimum Education:** Bachelor's Degree or equivalent and 15 years of general experience. 6 years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, 15 years of general experience is required. With a PhD, 13 years of general experience is required.

CLIN#	Labor Category	GSA Hourly Rate
		Government-Site
1001	Administrative Support	\$43.38
1002	Solution Support Staff	\$63.24
1003	Technical Writer	\$62.66
1004	Solution Developer	\$77.11
1005	Solution Engineer	\$81.94
1006	System Administrator	\$96.39
1007	Sr. Solution Developer	\$106.03
1008	Sr. Solution Engineer	\$107.10
1009	Technical Lead	\$125.31
1010	Solution Architect	\$154.22
1011	Project Manager	\$115.67
1012	Program Manager	\$139.77
1013	Subject Matter Expert	\$163.86

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

PREAMBLE

INNOVIM, LLC 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

Shahin Samadi

President/ CEO

Phone: (240) 542-0200

Fax: (240) 542-0219

E-Mail: ssamadi@innovim.com

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

- (4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

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

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

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

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

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

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

Here is a general outline on how it works:

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