



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

Special Item No. 132-32 Term Software License

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC Class 7030 Information Technology Software

Special Item No. 132-33 Perpetual Software Licenses

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC Class 7030 Information Technology Software

Special Item No. 132-34 Maintenance of Software as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Special Item No. 132-51 Information Technology Professional Services

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

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D316 IT Network Management Services

FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services

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.

Contract Number: GS-35F-4406G

Period Covered by Contract: 11/5/1996 - 11/4/2016

General Services Administration

Federal Supply Service Schedule 70

Pricelist current through Modification PO-0038, accepted 10/10/2012

www.imc.com

Information Management Consultants, Inc.

11480 Commerce Park Drive

Reston, VA 20191

Tel: 703.871-8700

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 Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



General Services Administration
Federal Supply Service
Authorized IT Professional Services
Schedule Pricelist

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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 (www.fss.gsa.gov). The catalogs / pricelists, GSA Advantage![™] and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract

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

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

Offerors are requested to check one of the following boxes:

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



2. Contractor's Ordering Address and Payment Information

For computer-to-computer Electronic Data Interchange (EDI) orders, contact the following representative regarding the establishment of the EDI interface:

Gail Crichlow
Information Management Consultants, Inc.
11480 Commerce Park Drive Reston, VA 20191-1506
Main Phone (703) 871-8700; Direct line (703) 871-8839

For faxed orders, transmit to:

Gail Crichlow
Main Phone (703) 871-8700; Direct line (703) 871-8839;
Fax (703) 871-8911

For mailed orders, address to:

Gail Crichlow
Information Management Consultants, Inc.
11480 Commerce Park Drive Reston, VA 20191-1506

Government checks should be mailed for payment of proper invoices to:

Information Management Consultants, Inc.
11480 Commerce Park Drive Reston, VA 20191-1506
Attn: Accounts Receivable

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 can be used by ordering activities to obtain technical and/or ordering assistance:

Gail Crichlow
Main Phone (703) 871-8700; Direct line (703) 871-8839;
Fax (703) 871-8909

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 SF-279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS): 01-7439894
Block 30: Type of Contractor: C. *Large Business (NAICS Code 541511)*
Block 31: Women-Owned Small Business - *No*
Block 36: Contractor's Taxpayer Identification Number (TIN) - 52-1205092

- 4a. CAGE Code 2X-449
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Point

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)
132-32	As agreed upon between contractor and agency
132-34	As agreed upon between contractor and agency
132-51	As agreed upon between contractor and agency

- b. URGENT REQUIREMENTS: When the Federal Support 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. (Telephone replies shall be confirmed by the Contractor in writing.) If the Contractor offers and accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- a. Prompt Payment: none
- b. Quantity – not applicable
- c. Dollar Volume – not applicable
- d. Government Educational Institutions are offered the same discount as all other Government customers.
- e. Other - none



8. Trade Agreements Act of 1979, as amended

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

9. Statement Concerning Availability of Export Packing

Export Packing is available upon request.

10. Small Requirements

The minimum dollar value of orders to be issued is **\$100.00**.

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

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

Special Item Number 132-32 Term Software License/Maintenance as a Product

Special Item Number 132-34 Maintenance as a Service

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/Telecommunications 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 offices, 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

- (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 a time and a half of the labor rate).

15. Contract Administration for Ordering Offices

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 (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1).

16. GSA Advantage!

The 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 requirement (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.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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 Government 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 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 contractor.

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

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No _____

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 TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. END USER LICENSE AGREEMENTS (EULA) TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number www.activenavigation.com or **571-346-7607** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM EST to 6PM EST excluding weekends and holidays.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type) :
 X 1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

_____ 2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6 PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 36 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and



supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

ACTIVE NAVIGATION INC.

END USER LICENSE AGREEMENT 7/18/2012

This Agreement is entered into as of _____, 2012 by and between ("Active Navigation") Active Navigation, Inc. ("Licensor"), whose registered office is at 1818 Library Street, Suite 500, Reston, Virginia, 20190, USA and _____ whose registered office is at _____ ("Licensee").

1 DEFINITIONS

"Documentation" means the standard user technical manuals and material relating to Licensee's use of the Software delivered by Active Navigation to Licensee.

"License Fee" means the fee specified in Addendum A for the use of the Software in accordance with this Agreement.

"Software" means all or any portion of the computer software programs in object code form specified in Addendum A and including corrections updates, enhancements, patches or bug fixes thereto. Software does not include source code or any other materials.

"Named User" means individual user of the software as recorded within the software set-up procedure.

"Specified Application" means the general business application use defined by the attached functional specification or solution features defined in Addendum C.

"Maintenance Fee" means the fee for services specified in the separate Active Navigation Software Maintenance Agreement.

2. LICENSE GRANT

Subject to compliance by Licensee with the terms and conditions of this Agreement (including but not limited to payment of the License Fee), Active Navigation grants Licensee a limited, non-exclusive, non-transferable and non-sublicensable right, to install and use the Software for processing its own data for its own internal business purposes and only on computers of the type and configuration specified in the Documentation, and owned or leased, and used by Licensee at its premises in the United State as specifically designated in Addendum B (the "License"). A separate license is required for use of copies of the Software on any other computer, including use on any disaster recovery computer. Active Navigation shall provide Licensee with



one object code copy of the Software and one printed set of Documentation upon execution of this Agreement.

3. LICENSE EXCLUSIONS

Except as expressly authorized herein, Licensee shall not, nor permit others to:

- (a) copy the Software or Documentation except that the Licensee may make a back-up copy of the Software insofar as the making of that back-up copy is necessary for the use of the Software;
- (b) adapt or modify all or any portion of the Software or Documentation for any purpose including (without limitation) for error correction;
- (c) reverse engineer, decompile or disassemble all or any portion of the Software or study the operation of the Software to determine its structure, sequence, operation or underlying logic.
- (d) distribute, disclose, market, rent, lease or transfer to any third party the Software or the Documentation or use the Software or Documentation in any service bureau arrangement or other commercial hosting arrangement;
- (e) export the Software or Documentation in violation of US Department of Commerce export administration regulations or other applicable export restrictions, laws or regulations relating to the Software;
- (f) remove, suppress or modify any proprietary marking, including any copyright or trademark notice, on or in the Software and the Documentation.

Licensee acquires the right to use the Software and Documentation only as provided for herein and does not acquire any rights of ownership or any implied rights whatsoever. Copyright and all other right, title and intellectual property rights and interest in or to the Software and Documentation and all copies thereof remain vested in Active Navigation or its third party providers. No right or interest in any Active Navigation trademark, trade name or service mark is granted hereby.

4. FEES AND PAYMENTS

As consideration for the license rights granted herein, Licensee shall pay Active Navigation the non-refundable License Fees specified in Addendum A for the number of Named Users set forth therein . If Licensee requires a license for additional Named Users, it shall contact Active Navigation who shall inform Licensee of the additional License Fees due.

All License Fees are due net 30 days from the date of Licensor's invoice. Licensor's invoice shall also state, as a separate item, any excise, sales, use, value-added, or other taxes, duties or levies (except taxes imposed with respect to net income) that have been determined by Licensee's contracting officer to be applicable and payable in connection with the License of the Software and Documentation ("Taxes"). Licensee shall pay all License Fees, Taxes and other applicable charges (when expressly approved by Licensee's contracting officer) stated in Licensor's invoice by wire transfer to Active Navigation's bank details stated in the invoice. All payments shall be made in U.S. Dollars and all banking, collection and other charges shall be at Licensee's expense.

5. CONFIDENTIALITY

The Software and Documentation constitute the confidential and proprietary information and trade secrets of Active Navigation. Licensee understands that any unauthorized disclosure or use or copying of the Software or Documentation may cause Active Navigation irreparable harm for which monetary damages may not be adequate compensation. Accordingly, Licensee shall treat the Software and Documentation as strictly confidential and only divulge it on a strictly need to know basis to those employees and agents who have a need to use the Software in the performance of their duties and who are bound in writing by obligations of confidentiality, non-use and non-disclosure at least as protective of the Software and Documentation and those contained herein.. Licensee shall use adequate physical and electronic security measures to protect the



Software and Documentation from unauthorized use, access, copying or misappropriation. Any ideas and principles determined from Licensees observation, studying or testing the functions of the Software constitute confidential information of Active Navigation. The obligation of confidentiality shall not apply to any information that is or becomes public knowledge for reasons other than Licensee's default.

6. LIMITED WARRANTY; REMEDIES; EXCLUSIONS

LIMITED WARRANTY. Active Navigation warrants solely to Licensee that the Software will perform substantially as described in the Documentation for a period of ninety (90) days from the date of delivery of the Software. In addition, Active Navigation warrants solely to Licensee that the media containing the Software (if any) ("Media") will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery of the Software. These warranties are null and void if there is any (i) modification, variation or addition to the Software not performed by Active Navigation; or (ii) accident, abuse, or incorrect use of the Software or the Media, including use of the Software with incompatible equipment or software. If an implied warranty or condition is created by your jurisdiction and local law prohibits disclaimer of it, you also have an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.** Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service releases or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

EXCLUSIVE REMEDY. Active Navigation's entire liability and Licensee's exclusive remedy shall be, at Active Navigation's option from time to time exercised subject to applicable law either, (a) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to Active Navigation; or (b) return of the price paid (if any) for the Software, . Licensee will receive the remedy elected by Active Navigation without charge, except that Licensee shall be responsible for any expenses Licensee may incur (e.g. cost of shipping the Software to Active Navigation). Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. To exercise this remedy, Licensee must, within the warranty period, contact: Active Navigation Inc, 11921 Freedom Drive, Two Fountain Square, Suite 550, Reston, Virginia, 20190

DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to licensee and Active Navigation hereby disclaims any other express warranties (if any) created by documentation, packaging, and/or marketing or sales literature. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Active Navigation and its licensors provide the Software "AS IS" AND WITH ALL FAULTS. THERE IS NO WARRANTY THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME ALL LIABILITY FOR THE SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED BY IT. Active Navigation hereby disclaims to the maximum extent permitted by applicable law all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement accuracy or completeness of responses, results, workmanlike effort, lack of viruses, or lack of negligence, all with regard to the Software.

7. BREACH AND TERMINATION

On request, Licensee will provide Licensor with a written statement, certified by an authorized representative, listing the number of Named Users in use in connection with the Software and any changes to the location of the Software.



The provisions of this Agreement which, by their nature are intended to survive expiration or termination of this Agreement shall survive expiration or termination of this Agreement.

Expiration or termination of the Agreement for whatever reason shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACTIVE NAVIGATION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF ACTIVE NAVIGATION, AND EVEN IF ACTIVE NAVIGATION OR ANY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding any damages that licensee might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Active Navigation under any provision of this license agreement and licensee's exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by Active Navigation with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or USD 5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

9. INTELLECTUAL PROPERTY INFRINGEMENT

Active Navigation shall indemnify Licensee, and pay all liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") incurred by or asserted against Licensee, to the extent such Liabilities result from a third party claim that the Software or Documentation infringe upon that third party's US trade secret or copyright ("Intellectual Property Rights"). The foregoing indemnification obligations shall not apply to any infringement to the extent caused by Licensee's (i) use of the Software not in accordance with the Documentation ("Misuse"); (ii) alteration, modification or revision of the Software not expressly authorized by Active Navigation ("Alteration"); (iii) Licensee's failure to use or implement corrections or enhancements to the Software made available by Active Navigation; (iv) the combination of the Software with materials not provided, specified, or approved by Active Navigation.

If Active Navigation determines that either party may become subject to a suit seeking an injunction or order precluding use of any Software by Licensee, Active Navigation may, at its option: (i) obtain the right for continued use of the Software for Licensee; (ii) modify the Software to avoid infringement while maintaining at least equivalent functionality; (iii) substitute alternative equivalent Software; or (iv) provide a refund of the fees paid by Licensee for the infringing Software less any depreciation as calculated on a five-year straight-line basis commencing with delivery of the Software.

The indemnifying party's defense obligations shall require that the other party (i) promptly notify the defending party of any claim subject to defense or settlement (but further provided that failure to promptly notify shall only relieve the defending party of its obligation to the extent that such failure prejudices the defending party's response or defense), (ii) gives the defending party the right to intervene in the defense and settlement of any such claim, (iii) cooperates fully with the defending party in the defense of any such claim; and (iv) complies with the defending party's direction to cease using any Software, or Licensee-provided materials, as the case may be ("Materials"), which, in the defending party's judgment, is likely to be ruled an infringement of a third party's Intellectual Property Rights.



10. OWNERSHIP; U.S. GOVERNMENT RESTRICTED RIGHTS .

All copyrights, patents, trademarks, service marks, trade secrets, know-how or other proprietary rights (whether subsisting, contingent or future) (“Intellectual Property”) in the Software and Documentation belong to and vest solely in Active Navigation and/or its licensors. For the avoidance of doubt and without limitation, all rights, title and interest in or to the Software, the Documentation and other associated documentation, and translations, modifications, enhancements, improvements, derivations or copies thereof shall at all times remain the property of Active Navigation and/or its licensors and neither this Agreement nor any license granted under this Agreement shall be construed to grant any ownership or proprietary interest in any Intellectual Property rights in the Software, the Documentation or any other associated documentation, translations, modifications, enhancements or copies thereof to you. Title and related rights in the content accessed through the Software is the property of the applicable content owner and is protected by applicable law. Licensee agrees not to alter or obscure any proprietary rights legends Active Navigation may place on the Software and the Documentation and any copies thereof Licensee may be permitted to make under this Agreement.

If Licensee is an entity of the United States Government, Licensee understands that the Software and the Documentation are “Commercial Computer Software” and “Commercial Computer Software Documentation” as such terms are defined in the Federal Acquisition Regulations (FAR) (48 CFR §12.212) and the Defense Federal Acquisition Regulation Supplement (DFARs) (48 CFR §§227.7202-1; 3). Any use, modification, reproduction release, performance, display or disclosure of the Product(s) and Documentation by the U.S. Government will be governed solely by the terms of this EULA and will be prohibited except to the extent expressly permitted by the terms of this EULA. Manufacturer is Active Navigation, Inc., 11921 Freedom Drive, Two Fountain Square, Suite 550, Reston, Virginia, 20190- All Rights Reserved.

11. NOTICES

All notices, consents and other communications required or permitted under this Agreement shall be in writing and sent by first class post, prepaid, or transmitted by facsimile transmission confirmed by post to the address indicated on the first page of this Agreement, or such other address as either party may indicate by notice to the other party.

12. ASSIGNMENT

Licensee may not assign, delegate, sublicense, or otherwise transfer any of its rights under this Agreement, whether by operation of law, merger, change of control ,assignment to an affiliate of Licensee or otherwise, without the prior written consent of Active Navigation and the Government contractee consistent with the procedures outlined in FAR 42.1204 and FAR 52.212-4(b).

13. MAINTENANCE AND SUPPORT

Licensee shall purchase maintenance and support from Active Navigation in accordance with Active Navigation’s then-current Maintenance Agreement.

14. GENERAL

This Agreement shall be construed and interpreted in accordance with Federal laws excluding its conflicts of law principles. The parties agree that the Uniform Computer Information Transactions Act (UCITA) as implemented in Virginia or any other state shall not apply to this Agreement. Any action arising out of this Agreement shall be subject to the exclusive jurisdiction of the Federal Court in the Eastern District of Virginia.



The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless made in writing.

If any part of this Agreement and the terms and condition of the GSA IT Schedule 70 is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

This Agreement and the terms and condition of the GSA IT Schedule 70 together constitute the entire agreement between the parties concerning Licensee's use of the Software and supersede any and all communications, representations, and arrangements, whether written or oral concerning the subject matter hereof and Licensee hereby acknowledges that no reliance is placed on any representations made but not embodied in this Agreement. This Agreement may only be modified or supplemented in a writing signed by both parties. No purchase order, other ordering document or any hand written or typewritten text issued by Licensee which purports to modify or supplement the text of this Agreement shall add to or vary the terms of this Agreement unless signed by both parties. This Agreement is hereby executed on behalf of the parties on the date last below written.

Signed:
 For and on behalf of Licensee
 Name: _____
 Position: _____
 Date: _____

Signed:
 For and on behalf of Active Navigation
 Name: _____
 Position: _____
 Date: _____

**ACTIVE NAVIGATION, INC.
 SOFTWARE MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into as of _____, 2012 by and between Active Navigation, Inc., ("Active Navigation"), and _____ ("Licensee"). Licensee has entered into a Software License Agreement with Active Navigation for the Software described in Appendix M-1 hereto ("License Agreement"). Active Navigation agrees to provide, and Licensee agrees to accept, under the terms and conditions of this Agreement maintenance services for the Software ("Services"). Terms not defined herein shall have the same meaning ascribed to them in the License Agreement.

SECTION 1: TERM AND TERMINATION

Term. This Agreement is effective for twelve (12) months from the date stated above ("Initial Term"). If Licensee elects not to continue this Agreement and then subsequently wishes to renew this Agreement, Licensee must make the purchase at the then-current GSA contract rates.

Maintenance Fees for the Initial Term are specified in Appendix M-1 hereto, and are due net 30 days from the date the Software is shipped to Licensee. Maintenance Fees for any Renewal Term shall be as listed at the then-current GSA contract rates. All payments by Licensee shall be made inclusive of all Federal State, and local taxes and duties, in accordance with FAR 52.212-4.



SECTION 2: SERVICES

Software Maintenance. During the Term, Active Navigation will use reasonable efforts to respond to Licensee's reports of any issue concerning the Software's failure to conform to the Software Specifications contained in the Documentation ("Non-Conformity"). Licensee shall provide any additional material Active Navigation may request in substantiating the Non-Conformity. Upon proper notification of a reproducible Non-Conformity, Active Navigation shall use reasonable efforts to correct the Non-Conformity and to provide Licensee with an Update or other workaround to the Non-Conformity. Active Navigation's obligations are more fully described in Appendix M-1.

Software Enhancements. During the Term, Active Navigation will provide to Licensee all upgrades (both minor and major) and enhancements to the then current release of the Software, including new product features, peripheral device interfaces and major functionality improvements, which are of general interest and which are announced by Active Navigation as being available ("Enhancements"). Enhancements do not include any new software products, new or alternate operating environments, or translations of the Software into languages other than English. All Enhancements become part of the Software and are subject to the terms and conditions of the Software License Agreement.

Software Updates. During the Term, Active Navigation will provide to Licensee software updates to correct verified Non-Conformities in the then-generally available release of the Software and other updates, including minor feature changes and performance improvements ("Updates"), as and when such Updates are made generally available to Active Navigation's customers. Active Navigation shall only be obliged to support the currently available release of the Software but shall use reasonable efforts to support the immediately prior general release of the Software for a period not to exceed six (6) months following the availability of the current release. To avoid any doubt, Active Navigation shall have no obligation to support any release of the Software other than the current and immediately prior releases of the Software ("Supported Releases"). All Updates become part of the Software and are subject to the terms and conditions of the Software License Agreement.

Documentation During the Term, Updates. Active Navigation will promptly provide Licensee with documentation changes and additions in the form of inserts and/or addenda to the Documentation (as defined in the License Agreement) accompanying the Software reflecting updated or enhanced Software. All changes and additions become part of the Documentation and are subject to the terms and conditions of the Software License Agreement.

Support Assistance. Active Navigation will assist Licensee by reasonable telephone and/or email contact, during standard customer support hours identified in Addendum M-1 hereto, at Active Navigation's service location, in identifying, verifying and resolving Non-Conformities in the Software. Telephone and email assistance services shall be limited to those number of Licensee personnel specified in Addendum M1 attached hereto.

Where Assignment by licensee is not consistent with the terms of Federal government's approval as established in FAR 42.1204, Active Navigation shall have no obligation to provide any Services to Licensee where (a) Licensee or a third party not authorized by Active Navigation has modified the Software; or (b) Licensee uses any version of the Software other than a Supported Release; or (c) Licensee has incorrectly used the Software; or (d) Licensee has installed the Software on a platform or OS for which it is not licensed; or (e) Licensee's use of the Software with other software, hardware or items not provided or supported by Active Navigation. If Active Navigation, in its sole discretion, elects to provide Services to Licensee in any of the situations described in (a)-(e) above, Licensee shall pay Active Navigation for any such Services at the then current GSA IT Schedule 70 rates.

1.

SECTION 3: DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

ACTIVE NAVIGATION WARRANTS THAT IT SHALL PROVIDE SERVICES UNDER THIS AGREEMENT USING REASONABLE SKILL AND CARE. ACTIVE NAVIGATION EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE OR THE SERVICES TO BE RENDERED HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM



EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACTIVE NAVIGATION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF ACTIVE NAVIGATION, AND EVEN IF ACTIVE NAVIGATION OR ANY ACTIVE NAVIGATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT LICENSEE MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF ACTIVE NAVIGATION UNDER ANY PROVISION OF THIS LICENSE AGREEMENT AND LICENSEE'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE MAINTENANCE FEES PAID TO LICENSEE FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE LIABILITY ACCRUED. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

SECTION 4: GENERAL

This Agreement shall be construed and interpreted in accordance with Federal law. The parties agree that the Uniform Computer Information Transactions Act (UCITA) as implemented in Virginia or any other state shall not apply to this Agreement. Any action arising out of this Agreement shall be subject to the exclusive jurisdiction of the Federal Court in the Eastern District of Virginia.

This Agreement, and the terms and conditions of the GSA IT Schedule 70, is the entire agreement between the parties, and supersedes all proposals or prior agreements, oral or written, between the parties relating to the subject matter of this Agreement. This Agreement can be amended or modified only by a subsequent written agreement signed by both parties.

Licensee may not assign, delegate, sublicense, or otherwise transfer any of its rights under this Agreement, whether by operation of law, merger, change of control ,assignment to an affiliate of Licensee or otherwise, without the prior written consent of Active Navigation which may be withheld in Active Navigation's sole discretion. Any attempt by Licensee to assign, delegate, sublicense, or otherwise transfer any of its rights under this Agreement shall be null, void and a material breach of this Agreement. Active Navigation may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to an associate company of Active Navigation or any entity carrying on that part of the business to which this Agreement relates, provided, however, that any such assignment shall comply with the provision of FAR subpart 42.12

Neither party shall be in default of the terms of this Agreement if a breach is due to a natural calamity, act of government, or similar cause beyond the control of such party. If any provision of this Agreement is voided by a court, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Active Navigation

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



Classification of Software (Choose as many as are applicable)

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

132-32 Term Software					
SIN	Manfactr	Part Number	Product Description	GSA Price	Warr (days)
132-32	Active Nav	AN-DISC-PER-A	Band A Perpetual, Discovery Center up to 5 TB	\$ 4,828	90
132-32	Active Nav	AN-DISC-PER-B	Band B Perpetual, Discovery Center 6-10 TB, price per TB	\$ 869	90
132-32	Active Nav	AN-DISC-PER-C	Band C Perpetual, Discovery Center 11-25 TB, price per TB	\$ 773	90
132-32	Active Nav	AN-DISC-PER-D	Band D Perpetual, Discovery Center 26-100 TB, price per TB	\$ 676	90
132-32	Active Nav	AN-DISC-PER-E	Band E Perpetual, Discovery Center 101 TB - 5 PB, price per TB	\$ 579	90



132-32	Active Nav	AN-ACTP-PER-A	Band A Perpetual, Action Pack up to 5 TB	\$ 9,657	90
132-32	Active Nav	AN-ACTP-PER-B	Band B Perpetual, Action Pack 6-10 TB, price per TB	\$ 1,738	90
132-32	Active Nav	AN-ACTP-PER-C	Band C Perpetual, Action Pack 11-25 TB, price per TB	\$ 1,545	90
132-32	Active Nav	AN-ACTP-PER-D	Band D Perpetual, Action Pack 26-100 TB, price per TB	\$ 1,352	90
132-32	Active Nav	AN-ACTP-PER-E	Band E Perpetual, Action Pack 101 TB - 5 PB, price per TB	\$ 1,159	90
132-32	Active Nav	AN-ANAP-PER-A	Band A Perpetual, Analysis Pack up to 5 TB	\$ 72,427	90
132-32	Active Nav	AN-ANAP-PER-B	Band B Perpetual, Analysis Pack 6-10 TB, price per TB	\$ 13,037	90
132-32	Active Nav	AN-ANAP-PER-C	Band C Perpetual, Analysis Pack 11-25 TB, price per TB	\$ 11,588	90
132-32	Active Nav	AN-ANAP-PER-D	Band D Perpetual, Analysis Pack 26-100 TB, price per TB	\$ 10,140	90
132-32	Active Nav	AN-ANAP-PER-E	Band E Perpetual, Analysis Pack 101 TB - 5 PB, price per TB	\$ 8,691	90
132-32	Active Nav	AN-DISC-MAINT-A	Band A annual maintenance, Discovery Center up to 5 TB	\$ 869	90
132-32	Active Nav	AN-DISC-MAINT-B	Band B annual maintenance, Discovery Center 6-10 TB, price per TB	\$ 156	90
132-32	Active Nav	AN-DISC-MAINT-C	Band C annual maintenance, Discovery Center 11-25 TB, price per TB	\$ 139	90
132-32	Active Nav	AN-DISC-MAINT-D	Band D annual maintenance, Discovery Center 26-100 TB, price per TB	\$ 122	90
132-32	Active Nav	AN-DISC-MAINT-E	Band E annual maintenance, Discovery Center 101 TB - 5 PB, price per TB	\$ 104	90
132-32	Active Nav	AN-ACTP-MAINT-A	Band A annual maintenance, ActionPack up to 5 TB	\$ 1,738	90
132-32	Active Nav	AN-ACTP-MAINT-B	Band B annual maintenance, ActionPack 6-10 TB, price per TB	\$ 313	90
132-32	Active Nav	AN-ACTP-MAINT-C	Band C annual maintenance, ActionPack 11-25 TB, price per TB	\$ 278	90
132-32	Active Nav	AN-ACTP-MAINT-D	Band D annual maintenance, ActionPack 26-100 TB, price per TB	\$ 243	90
132-32	Active Nav	AN-ACTP-MAINT-E	Band E annual maintenance, ActionPack 101 TB - 5 PB, price per TB	\$ 209	90
132-32	Active Nav	AN-ANAP-MAINT-A	Band A annual maintenance, ActionPack up to 5 TB	\$ 13,037	90
132-32	Active Nav	AN-ANAP-MAINT-B	Band B annual maintenance, ActionPack 6-10 TB, price per TB	\$ 2,347	90



132-32	Active Nav	AN-ANAP-MAINT-C	Band C annual maintenance, ActionPack 11-25 TB, price per TB	\$ 2,086	90
132-32	Active Nav	AN-ANAP-MAINT-D	Band D annual maintenance, ActionPack 26-100 TB, price per TB	\$ 1,825	90
132-32	Active Nav	AN-ANAP-MAINT-E	Band E annual maintenance, ActionPack 101 TB - 5 PB, price per TB	\$ 1,564	90
132-32	Active Nav	AN-SP-CONN	SharePoint Connector, price per farm instance	\$ 9,657	90
132-32	Active Nav	AN-SP-CONN-MAINT	SharePoint Connector annual maintenance, price per farm instance	\$ 1,738	90
132-32	Active Nav	AN-DISC-TER-A	Band A 12-month term, Discovery Center up to 5 TB	\$ 2,279	90
132-32	Active Nav	AN-DISC-TER-B	Band B 12-month term, Discovery Center 6-10 TB, price per TB	\$ 410	90
132-32	Active Nav	AN-DISC-TER-C	Band C 12-month term, Discovery Center 11-25 TB, price per TB	\$ 364	90
132-32	Active Nav	AN-DISC-TER-D	Band D 12-month term, Discovery Center 26-100 TB, price per TB	\$ 319	90
132-32	Active Nav	AN-DISC-TER-E	Band E 12-month term, Discovery Center 101 TB - 5 PB, price per TB	\$ 274	90
132-32	Active Nav	AN-ACTP-TER-A	Band A 12-month term, Action Pack up to 5 TB	\$ 4,558	90
132-32	Active Nav	AN-ACTP-TER-B	Band B 12-month term, Action Pack 6-10 TB, price per TB	\$ 820	90
132-32	Active Nav	AN-ACTP-TER-C	Band C 12-month term, Action Pack 11-25 TB, price per TB	\$ 729	90
132-32	Active Nav	AN-ACTP-TER-D	Band D 12-month term, Action Pack 26-100 TB, price per TB	\$ 638	90
132-32	Active Nav	AN-ACTP-TER-E	Band E 12-month term, Action Pack 101 TB - 5 PB, price per TB	\$ 547	90
132-32	Active Nav	AN-ANAP-TER-A	Band A 12-month term, Analysis Pack up to 5 TB	\$ 34,185	90
132-32	Active Nav	AN-ANAP-TER-B	Band B 12-month term, Analysis Pack 6-10 TB, price per TB	\$ 6,153	90
132-32	Active Nav	AN-ANAP-TER-C	Band C 12-month term, Analysis Pack 11-25 TB, price per TB	\$ 5,759	90
132-32	Active Nav	AN-ANAP-TER-D	Band D 12-month term, Analysis Pack 26-100 TB, price per TB	\$ 4,786	90
132-32	Active Nav	AN-ANAP-TER-E	Band E 12-month term, Analysis Pack 101 TB - 5 PB, price per TB	\$ 4,102	90



132-33 Perpetual Software					
SIN	Manfactr	Part Number	Product Description	GSA Price	Warr (days)
132-33	Active Nav	AN-DISC-PER-A	Band A Perpetual, Discovery Center up to 5 TB	\$ 4,828	90
132-33	Active Nav	AN-DISC-PER-B	Band B Perpetual, Discovery Center 6-10 TB, price per TB	\$ 869	90
132-33	Active Nav	AN-DISC-PER-C	Band C Perpetual, Discovery Center 11-25 TB, price per TB	\$ 773	90
132-33	Active Nav	AN-DISC-PER-D	Band D Perpetual, Discovery Center 26-100 TB, price per TB	\$ 676	90
132-33	Active Nav	AN-DISC-PER-E	Band E Perpetual, Discovery Center 101 TB - 5 PB, price per TB	\$ 579	90
132-33	Active Nav	AN-ACTP-PER-A	Band A Perpetual, Action Pack up to 5 TB	\$ 9,657	90
132-33	Active Nav	AN-ACTP-PER-B	Band B Perpetual, Action Pack 6-10 TB, price per TB	\$ 1,738	90
132-33	Active Nav	AN-ACTP-PER-C	Band C Perpetual, Action Pack 11-25 TB, price per TB	\$ 1,545	90
132-33	Active Nav	AN-ACTP-PER-D	Band D Perpetual, Action Pack 26-100 TB, price per TB	\$ 1,352	90
132-33	Active Nav	AN-ACTP-PER-E	Band E Perpetual, Action Pack 101 TB - 5 PB, price per TB	\$ 1,159	90
132-33	Active Nav	AN-ANAP-PER-A	Band A Perpetual, Analysis Pack up to 5 TB	\$ 72,427	90
132-33	Active Nav	AN-ANAP-PER-B	Band B Perpetual, Analysis Pack 6-10 TB, price per TB	\$ 13,037	90
132-33	Active Nav	AN-ANAP-PER-C	Band C Perpetual, Analysis Pack 11-25 TB, price per TB	\$ 11,588	90
132-33	Active Nav	AN-ANAP-PER-D	Band D Perpetual, Analysis Pack 26-100 TB, price per TB	\$ 10,140	90
132-33	Active Nav	AN-ANAP-PER-E	Band E Perpetual, Analysis Pack 101 TB - 5 PB, price per TB	\$ 8,691	90
132-33	Active Nav	AN-DISC-MAINT-A	Band A annual maintenance, Discovery Center up to 5 TB	\$ 869	90
132-33	Active Nav	AN-DISC-MAINT-B	Band B annual maintenance, Discovery Center 6-10 TB, price per TB	\$ 156	90
132-33	Active Nav	AN-DISC-MAINT-C	Band C annual maintenance, Discovery Center 11-25 TB, price per TB	\$ 139	90
132-33	Active Nav	AN-DISC-MAINT-D	Band D annual maintenance, Discovery Center 26-100 TB, price per TB	\$ 122	90
132-33	Active Nav	AN-DISC-MAINT-E	Band E annual maintenance, Discovery Center 101 TB - 5 PB, price per TB	\$ 104	90
132-33	Active Nav	AN-ACTP-MAINT-A	Band A annual maintenance, ActionPack up to 5 TB	\$ 1,738	90



132-33	Active Nav	AN-ACTP-MAINT-B	Band B annual maintenance, ActionPack 6-10 TB, price per TB	\$ 313	90
132-33	Active Nav	AN-ACTP-MAINT-C	Band C annual maintenance, ActionPack 11-25 TB, price per TB	\$ 278	90
132-33	Active Nav	AN-ACTP-MAINT-D	Band D annual maintenance, ActionPack 26-100 TB, price per TB	\$ 243	90
132-33	Active Nav	AN-ACTP-MAINT-E	Band E annual maintenance, ActionPack 101 TB - 5 PB, price per TB	\$ 209	90
132-33	Active Nav	AN-ANAP-MAINT-A	Band A annual maintenance, ActionPack up to 5 TB	\$ 13,037	90
132-33	Active Nav	AN-ANAP-MAINT-B	Band B annual maintenance, ActionPack 6-10 TB, price per TB	\$ 2,347	90
132-33	Active Nav	AN-ANAP-MAINT-C	Band C annual maintenance, ActionPack 11-25 TB, price per TB	\$ 2,086	90
132-33	Active Nav	AN-ANAP-MAINT-D	Band D annual maintenance, ActionPack 26-100 TB, price per TB	\$ 1,825	90
132-33	Active Nav	AN-ANAP-MAINT-E	Band E annual maintenance, ActionPack 101 TB - 5 PB, price per TB	\$ 1,564	90
132-33	Active Nav	AN-SP-CONN	SharePoint Connector, price per farm instance	\$ 9,657	90
132-33	Active Nav	AN-SP-CONN-MAINT	SharePoint Connector annual maintenance, price per farm instance	\$ 1,738	90
132-33	Active Nav	AN-DISC-TER-A	Band A 12-month term, Discovery Center up to 5 TB	\$ 2,279	90
132-33	Active Nav	AN-DISC-TER-B	Band B 12-month term, Discovery Center 6-10 TB, price per TB	\$ 410	90
132-33	Active Nav	AN-DISC-TER-C	Band C 12-month term, Discovery Center 11-25 TB, price per TB	\$ 364	90
132-33	Active Nav	AN-DISC-TER-D	Band D 12-month term, Discovery Center 26-100 TB, price per TB	\$ 319	90
132-33	Active Nav	AN-DISC-TER-E	Band E 12-month term, Discovery Center 101 TB - 5 PB, price per TB	\$ 274	90
132-33	Active Nav	AN-ACTP-TER-A	Band A 12-month term, Action Pack up to 5 TB	\$ 4,558	90
132-33	Active Nav	AN-ACTP-TER-B	Band B 12-month term, Action Pack 6-10 TB, price per TB	\$ 820	90
132-33	Active Nav	AN-ACTP-TER-C	Band C 12-month term, Action Pack 11-25 TB, price per TB	\$ 729	90
132-33	Active Nav	AN-ACTP-TER-D	Band D 12-month term, Action Pack 26-100 TB, price per TB	\$ 638	90



132-33	Active Nav	AN-ACTP-TER-E	Band E 12-month term, Action Pack 101 TB - 5 PB, price per TB	\$ 547	90
132-33	Active Nav	AN-ANAP-TER-A	Band A 12-month term, Analysis Pack up to 5 TB	\$ 34,185	90
132-33	Active Nav	AN-ANAP-TER-B	Band B 12-month term, Analysis Pack 6-10 TB, price per TB	\$ 6,153	90
132-33	Active Nav	AN-ANAP-TER-C	Band C 12-month term, Analysis Pack 11-25 TB, price per TB	\$ 5,759	90
132-33	Active Nav	AN-ANAP-TER-D	Band D 12-month term, Analysis Pack 26-100 TB, price per TB	\$ 4,786	90
132-33	Active Nav	AN-ANAP-TER-E	Band E 12-month term, Analysis Pack 101 TB - 5 PB, price per TB	\$ 4,102	90

132-34 Maintenance					
SIN	Manfactr	Part Number	Product Description	GSA Price	Warr (days)
132-34	Active Nav	AN-DISC-PER-A	Band A Perpetual, Discovery Center up to 5 TB	\$ 4,828	90
132-34	Active Nav	AN-DISC-PER-B	Band B Perpetual, Discovery Center 6-10 TB, price per TB	\$ 869	90
132-34	Active Nav	AN-DISC-PER-C	Band C Perpetual, Discovery Center 11-25 TB, price per TB	\$ 773	90
132-34	Active Nav	AN-DISC-PER-D	Band D Perpetual, Discovery Center 26-100 TB, price per TB	\$ 676	90
132-34	Active Nav	AN-DISC-PER-E	Band E Perpetual, Discovery Center 101 TB - 5 PB, price per TB	\$ 579	90
132-34	Active Nav	AN-ACTP-PER-A	Band A Perpetual, Action Pack up to 5 TB	\$ 9,657	90
132-34	Active Nav	AN-ACTP-PER-B	Band B Perpetual, Action Pack 6-10 TB, price per TB	\$ 1,738	90
132-34	Active Nav	AN-ACTP-PER-C	Band C Perpetual, Action Pack 11-25 TB, price per TB	\$ 1,545	90
132-34	Active Nav	AN-ACTP-PER-D	Band D Perpetual, Action Pack 26-100 TB, price per TB	\$ 1,352	90
132-34	Active Nav	AN-ACTP-PER-E	Band E Perpetual, Action Pack 101 TB - 5 PB, price per TB	\$ 1,159	90
132-34	Active Nav	AN-ANAP-PER-A	Band A Perpetual, Analysis Pack up to 5 TB	\$ 72,427	90
132-34	Active Nav	AN-ANAP-PER-B	Band B Perpetual, Analysis Pack 6-10 TB, price per TB	\$ 13,037	90
132-34	Active Nav	AN-ANAP-PER-C	Band C Perpetual, Analysis Pack 11-25 TB, price per TB	\$ 11,588	90
132-34	Active Nav	AN-ANAP-PER-D	Band D Perpetual, Analysis Pack 26-100 TB, price per TB	\$ 10,140	90
132-34	Active Nav	AN-ANAP-PER-E	Band E Perpetual, Analysis Pack 101 TB - 5 PB, price per TB	\$ 8,691	90



132-34	Active Nav	AN-DISC-MAINT-A	Band A annual maintenance, Discovery Center up to 5 TB	\$ 869	90
132-34	Active Nav	AN-DISC-MAINT-B	Band B annual maintenance, Discovery Center 6-10 TB, price per TB	\$ 156	90
132-34	Active Nav	AN-DISC-MAINT-C	Band C annual maintenance, Discovery Center 11-25 TB, price per TB	\$ 139	90
132-34	Active Nav	AN-DISC-MAINT-D	Band D annual maintenance, Discovery Center 26-100 TB, price per TB	\$ 122	90
132-34	Active Nav	AN-DISC-MAINT-E	Band E annual maintenance, Discovery Center 101 TB - 5 PB, price per TB	\$ 104	90
132-34	Active Nav	AN-ACTP-MAINT-A	Band A annual maintenance, ActionPack up to 5 TB	\$ 1,738	90
132-34	Active Nav	AN-ACTP-MAINT-B	Band B annual maintenance, ActionPack 6-10 TB, price per TB	\$ 313	90
132-34	Active Nav	AN-ACTP-MAINT-C	Band C annual maintenance, ActionPack 11-25 TB, price per TB	\$ 278	90
132-34	Active Nav	AN-ACTP-MAINT-D	Band D annual maintenance, ActionPack 26-100 TB, price per TB	\$ 243	90
132-34	Active Nav	AN-ACTP-MAINT-E	Band E annual maintenance, ActionPack 101 TB - 5 PB, price per TB	\$ 209	90
132-34	Active Nav	AN-ANAP-MAINT-A	Band A annual maintenance, ActionPack up to 5 TB	\$ 13,037	90
132-34	Active Nav	AN-ANAP-MAINT-B	Band B annual maintenance, ActionPack 6-10 TB, price per TB	\$ 2,347	90
132-34	Active Nav	AN-ANAP-MAINT-C	Band C annual maintenance, ActionPack 11-25 TB, price per TB	\$ 2,086	90
132-34	Active Nav	AN-ANAP-MAINT-D	Band D annual maintenance, ActionPack 26-100 TB, price per TB	\$ 1,825	90
132-34	Active Nav	AN-ANAP-MAINT-E	Band E annual maintenance, ActionPack 101 TB - 5 PB, price per TB	\$ 1,564	90
132-34	Active Nav	AN-SP-CONN	SharePoint Connector, price per farm instance	\$ 9,657	90
132-34	Active Nav	AN-SP-CONN-MAINT	SharePoint Connector annual maintenance, price per farm instance	\$ 1,738	90
132-34	Active Nav	AN-DISC-TER-A	Band A 12-month term, Discovery Center up to 5 TB	\$ 2,279	90
132-34	Active Nav	AN-DISC-TER-B	Band B 12-month term, Discovery Center 6-10 TB, price per TB	\$ 410	90



132-34	Active Nav	AN-DISC-TER-C	Band C 12-month term, Discovery Center 11-25 TB, price per TB	\$ 364	90
132-34	Active Nav	AN-DISC-TER-D	Band D 12-month term, Discovery Center 26-100 TB, price per TB	\$ 319	90
132-34	Active Nav	AN-DISC-TER-E	Band E 12-month term, Discovery Center 101 TB - 5 PB, price per TB	\$ 274	90
132-34	Active Nav	AN-ACTP-TER-A	Band A 12-month term, Action Pack up to 5 TB	\$ 4,558	90
132-34	Active Nav	AN-ACTP-TER-B	Band B 12-month term, Action Pack 6-10 TB, price per TB	\$ 820	90
132-34	Active Nav	AN-ACTP-TER-C	Band C 12-month term, Action Pack 11-25 TB, price per TB	\$ 729	90
132-34	Active Nav	AN-ACTP-TER-D	Band D 12-month term, Action Pack 26-100 TB, price per TB	\$ 638	90
132-34	Active Nav	AN-ACTP-TER-E	Band E 12-month term, Action Pack 101 TB - 5 PB, price per TB	\$ 547	90
132-34	Active Nav	AN-ANAP-TER-A	Band A 12-month term, Analysis Pack up to 5 TB	\$ 34,185	90
132-34	Active Nav	AN-ANAP-TER-B	Band B 12-month term, Analysis Pack 6-10 TB, price per TB	\$ 6,153	90
132-34	Active Nav	AN-ANAP-TER-C	Band C 12-month term, Analysis Pack 11-25 TB, price per TB	\$ 5,759	90
132-34	Active Nav	AN-ANAP-TER-D	Band D 12-month term, Analysis Pack 26-100 TB, price per TB	\$ 4,786	90
132-34	Active Nav	AN-ANAP-TER-E	Band E 12-month term, Analysis Pack 101 TB - 5 PB, price per TB	\$ 4,102	90

Note: Prices included 0.75% IFF

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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 Professional Services and Pricing

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

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

EXAMPLE: Commercial Job Title: System Engineer

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

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

Minimum Education: Bachelor's Degree in Computer Science



IMC IT Professional Services Billing Rates
GSA Approved Ceiling Rates 11/1/2011 through 11/4/2016



Psn #	Labor Category	11/1/2011 - 10/31/2012	11/1/2012 - 10/31/2013	11/1/2013 - 10/31/2014	11/1/2014 - 10/31/2015	11/1/2015 - 10/31/2016
1	Senior Web Designer	128.43	132.28	136.25	140.34	144.55
2	Web Designer	92.47	95.25	98.11	101.05	104.08
3	Senior Web Developer	128.43	132.28	136.25	140.34	144.55
4	Web Developer	77.05	79.37	81.75	84.20	86.73
5	Graphics Specialist	66.79	68.79	70.85	72.98	75.17
6	Senior Systems Architect	133.57	137.58	141.70	145.96	150.33
7	Senior Business Analyst	123.29	126.99	130.80	134.72	138.77
8	Senior Systems Analyst	113.02	116.41	119.90	123.50	127.21
9	Systems Analyst II	82.19	84.66	87.20	89.82	92.51
10	Systems Analyst I	66.79	68.79	70.85	72.98	75.17
11	Senior Programmer/Analyst	113.02	116.41	119.90	123.50	127.21
12	Senior Programmer	82.19	84.66	87.20	89.82	92.51
13	Programmer	66.79	68.79	70.85	72.98	75.17
14	Senior Task Leader	100.69	103.71	106.82	110.03	113.33
15	Task Leader	87.33	89.95	92.65	95.43	98.29
16	Configuration Management Specialist	59.60	61.38	63.23	65.12	67.08
17	Network Architect	133.57	137.58	141.70	145.96	150.33
18	Senior Network Engineer	123.29	126.99	130.80	134.72	138.77
19	Network Engineer	92.47	95.25	98.11	101.05	104.08
20	Network Technician	77.05	79.37	81.75	84.20	86.73
21	Help Desk Manager	87.33	89.95	92.65	95.43	98.29
22	Senior Help Desk Specialist	66.79	68.79	70.85	72.98	75.17
23	Help Desk Specialist	46.24	47.62	49.05	50.52	52.04
24	Program Executive	184.94	190.48	196.20	202.09	208.15
25	Program Manager	154.12	158.74	163.50	168.41	173.46
26	Senior Project Manager	138.70	142.86	147.15	151.56	156.11
27	Project Manager	118.15	121.70	125.35	129.11	132.98
28	Project Assistant	40.07	41.27	42.51	43.78	45.10
29	Senior Documentation Specialist	87.33	89.95	92.65	95.43	98.29
30	Documentation Specialist	53.43	55.03	56.68	58.38	60.13
31	Technical Writer	46.24	47.62	49.05	50.52	52.04
32	Consulting Functional Expert	256.86	264.57	272.50	280.68	289.10
33	Functional Expert	123.29	126.99	130.80	134.72	138.77
34	Senior Functional Specialist	92.47	95.25	98.11	101.05	104.08
35	Functional Specialist	53.43	55.03	56.68	58.38	60.13
36	Senior Enterprise Resource Planning (ERP) Product Consultant	179.80	185.19	190.75	196.47	202.36
37	Enterprise Resource Planning (ERP) Product Consultant	145.90	150.28	154.78	159.43	164.21
38	Senior Enterprise Resource Planning (ERP) Developer	145.90	150.28	154.78	159.43	164.21
39	Enterprise Resource Planning (ERP) Developer	138.70	142.86	147.15	151.56	156.11
40	Enterprise Resource Planning (ERP) Project Manager	215.76	222.24	228.90	235.77	242.84



IMC IT Professional Services Billing Rates
GSA Approved Ceiling Rates 11/1/2011 through 11/4/2016

Psn #	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
		11/1/2011 - 10/31/2012	11/1/2012 - 10/31/2013	11/1/2013 - 10/31/2014	11/1/2014 - 10/31/2015	11/1/2015 - 10/31/2016
41	Enterprise Resource Planning (ERP) Program Executive	256.86	264.57	272.50	280.68	289.10
42	Senior Electronic Document Management (EDM) Analyst	123.29	126.99	130.80	134.72	138.77
43	Electronic Document Management (EDM) Analyst	104.80	107.95	111.18	114.52	117.96
44	Business Process Reengineering (BPR) Specialist	154.12	158.74	163.50	168.41	173.46
45	Quality Assurance (QA) Specialist	77.05	79.37	81.75	84.20	86.73
46	Senior Testing Specialist	123.29	126.99	130.80	134.72	138.77
47	Testing Specialist II	82.19	84.66	87.20	89.82	92.51
48	Testing Specialist I	66.79	68.79	70.85	72.98	75.17
49	Database Architect	133.57	137.58	141.70	145.96	150.33
50	Senior Database Administrator	118.15	121.70	125.35	129.11	132.98
51	Database Administrator II	92.47	95.25	98.11	101.05	104.08
52	Database Administrator I	69.86	71.96	74.12	76.34	78.63
53	Data Mining Specialist	164.39	169.32	174.40	179.63	185.02
54	Data Warehousing Analyst	127.40	131.22	135.16	139.21	143.39
55	Data Warehousing Applications Developer	115.07	118.52	122.08	125.74	129.51

Notes:

1. IFF already included in rate



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Contract No. GS-35F-4406G, 11/4/96 – 11/1/2016

	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
1	<i>Senior Web Designer</i>	Three (3) or more years industry experience with a variety of Web design tasks.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Leads the design and building of Web pages using a variety of graphics software applications, techniques, and tools. Designs the Web site to support an organization's strategy and goals relative to eBusiness. Has extensive knowledge of design-related applications.
2	<i>Web Designer</i>	One (1) to three (3) years experience with a variety of Web design tasks.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Designs and builds Web pages using a variety of graphics software applications, techniques and tools. Designs and develops user interface features, site animation, and special effects elements. Experienced with Web-based technologies and design-related applications.
3	<i>Senior Web Developer</i>	Two (2) to four (4) years experience with a variety of Web development tasks.	Bachelor's degree, preferably in Information Systems, Computer Science, or related discipline; or equivalent work experience.	Devises and prepares eBusiness requirements. Confers with end-users and technical personnel to identify functional issues and types of data to be processed. Analyzes functional issues and determines best-suited eBusiness strategies and tool sets to accomplish users' goals and objectives. Explores emerging technological tools related to the Internet and applicability to users' requirements. Develops analytical reports or other products. Ensures all work is done in compliance with customer's system development life cycle procedures.
4	<i>Web Developer</i>	Zero (0) to two (2) years experience with a variety of Web development tasks.	Bachelor's degree, preferably in Information Systems, Computer Science, or related discipline; or equivalent work experience.	Develops, debugs, and implements software code such as Javascript for a component of the Website. Develops and implements interfaces. Has solid working knowledge of Web-based languages.
5	<i>Graphics Specialist</i>	Zero (0) to two (2) years experience designing and installing computer graphics.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Develops graphics design and usage. Sets up computer graphics systems for business communications. Operates computer hardware and software to prepare, revise, print, and store text, illustrations, graphs, charts, etc. Interfaces with users to determine scope and best graphics medium.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
6	<i>Senior Systems Architect</i>	Seven (7) years of IT industry experience.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Leads a team that evaluates and recommends computer systems architecture in an organization. Develops sufficient understanding of the organization's current architecture, future IT plans, corporate standards, and emerging trends to recommend hardware and software infrastructure. Acts as highest level technical expert, addressing problems of systems integration, compatibility and multiple platforms.
7	<i>Senior Business Analyst</i>	Seven (7) years of IT industry experience.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Leads the analysis of business systems and processes. Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements. Recommends procedures, policies, technologies, software products, and custom systems that will help the organization achieve its goals. Acts as team leader on projects of small to intermediate size.
8	<i>Senior Systems Analyst</i>	More than five (5) years experience, including three (3) years supervisory experience, on information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, data conversion implementation, and documentation preparation.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Devises and prepares computer systems requirements and develops procedures to process data. Confers with end-users and technical personnel to determine functional problems and types of data to be processed. Analyzes functional problems and determines techniques and requirements most feasible for processing the data. Prepares definition of functional problems and makes recommendations for equipment and/or software to resolve the problems. Develops analytical reports or other products. Ensures all work is done in compliance with customer's system development life cycle procedures.
9	<i>Systems Analyst II</i>	Three (3) to five (5) years experience on information systems projects involving planning and performing complex studies and analyses of functional requirements and the derivation of automated processes that satisfy application requirements.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Devises and prepares computer systems requirements and develops procedures to process data. Confers with end-users and technical personnel to determine functional problems and types of data to be processed. Analyzes functional problems and determines techniques and requirements most feasible for processing the data. Prepares definition of functional problems and makes recommendations for equipment and/or software to resolve the problems. Develops analytical reports or other products. Ensures all work is done in compliance with customer's system development life cycle procedures.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
10	<i>Systems Analyst I</i>	Zero (0) to two (2) years experience on information systems projects involving planning and performing complex studies and analyses of functional requirements and the derivation of automated processes that satisfy application requirements.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Assists the project team in analyzing functional problems most feasible for processing the data. Assists in the preparation of definitions of functional problems. Assists in the development of analytical reports or other products.
11	<i>Senior Programmer/Analyst</i>	More than five (5) years experience in software analysis, design, development, installation, and integration.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Performs requirements analysis, software design, development, installation, testing, and maintenance for application system components for large-scale and distributed systems. Performs operating system and/or product evaluation, integration, testing, and problem diagnosis/resolution. Assists in planning and coordinating large-scale, complex, or technically unique projects that require the efforts of multiple technical individuals.
12	<i>Senior Programmer</i>	Two (2) to five (5) years experience in software design, development, installation, integration, evaluation, enhancement, maintenance, testing, or problem diagnosis/resolution.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Performs requirements analysis, software design, development, installation, testing, and maintenance for application system components for large-scale and distributed systems. Performs operating system and/or product evaluation, integration, testing, and problem diagnosis/resolution. Provides technical leadership, reviews work products, and makes technical recommendations, as needed, for changes in the supported technical architecture.
13	<i>Programmer</i>	Zero (0) to two (2) years experience in software design, development, installation, integration, evaluation, enhancement, maintenance, testing, or problem diagnosis and resolution.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Assists the project team in performing requirements analysis, software design, development, installation, testing, and maintenance for application system components for software systems.
14	<i>Senior Task Leader</i>	Three (3) to five (5) years of experience working in a technically complex information technology environment.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Leads a technical team on projects of a complex nature with duties of instructing, directing, and checking the work of other team members. Provides quality assurance review and creates and evaluates team procedures. Submits reports (verbal and/or written) to project managers. Participates in senior team meetings.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
15	<i>Task Leader</i>	One (1) to three (3) years of experience working in a technically complex information technology environment.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Leads a technical team on projects of a complex nature with duties of instructing, directing, and checking the work of other team members. Provides quality assurance review and creates and evaluates team procedures.
16	<i>Configuration Management Specialist</i>	At least one (1) year of well-documented software engineering experience.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Develops project Configuration Management Plan in accordance with established policy and procedure. Establishes and maintains software engineering configuration items, including plans, reports, source code, and requirements and design documents. Responsible for producing software releases and deliverables and for tracking response to changes requests. Provides document and data management, prepares special reports from the configuration management database, and administers problem and change management.
17	<i>Network Architect</i>	More than seven (7) years experience working with computer telecommunications, LANs and networks, hardware and software.	Bachelor's or Master's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or professional certification in network engineering; or equivalent work experience.	Plans and evaluates complex network systems and makes recommendations for resources required to maintain and/or expand service levels. Provides highly skilled technical assistance in network planning, engineering, and architecture. Identifies and evaluates new products. Provides recommendations for resolving network problems.
18	<i>Senior Network Engineer</i>	Five (5) to seven (7) years experience working with computer telecommunications, LANs and networks, hardware and software.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or professional certification in network engineering; or equivalent work experience.	Designs computer LANs and networks. Installs, tests, and monitors the operations of computer communications and hardware to include: cabling, fiber, hubs, routers, switches, modems, controllers, servers, multi-plexers, and testing/ monitoring equipment. Schedules conversions and cut-overs to new telecommunication hardware and software. Supervises telecommunication support staff.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
19	<i>Network Engineer</i>	Three (3) to five (5) years of experience with two (2) years in designing, testing, installing, implementing, and maintaining LANs.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or professional certification in network administration; or equivalent work experience.	Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cut-overs of network components and capabilities.
20	<i>Network Technician</i>	Zero (0) to three (3) years of experience in designing, testing, installing, implementing, and maintaining computer networks.	Post-secondary technical training in related discipline.	Performs installation, testing, and operations of computer communications and LAN hardware.
21	<i>Help Desk Manager</i>	More than four (4) years of experience in Help Desk operations.	Post-secondary training in a related discipline; or equivalent work experience.	Supervises Help Desk support operations. Establishes processes by which problems are controlled. Reports various statistical analyses of Help Desk operations to client management.
22	<i>Senior Help Desk Specialist</i>	Two (2) to four (4) years of experience in Help Desk operations.	Post-secondary training in a related discipline; or equivalent work experience.	Resolves user questions and issues. Records Help Desk calls. Ensures call closure. Reports on Help Desk activity. Assists Help Desk Management to resolve Help Desk-related operational problems/issues.
23	<i>Help Desk Specialist</i>	Zero (0) to two (2) years of experience in Help Desk operations.	Post-secondary training in a related discipline; or equivalent work experience.	Provides support for Help Desk operations. Resolves user questions and issues. Records Help Desk calls. Ensures call closure. Reports on Help Desk activity.
24	<i>Program Executive</i>	Fifteen (15) years of management experience, 10 of which are in a multi-project environment involving large data communications and/or data processing systems projects.	Bachelor's or Master's degree in Business, Accounting, Information Systems, Engineering, or other relevant discipline; or equivalent work experience.	Responsible for multiple programs. Oversees individual program managers to ensure compliance with established corporate policy and performance standards; monitors and adjusts resource allocation and expenditure; serves as liaison between top internal and customer management; markets information IT services.
25	<i>Program Manager</i>	Five (5) years of supervisory experience in managing large data communications and/or data processing systems projects that involve planning, analysis, design, development, or conversion/	Bachelor's or Master's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work	Manages multiple projects; organizes, directs, and coordinates planning and execution of customer's contract activities. Meets customer's management personnel and IMC managers to conduct top-level coordination, project oversight, progress reporting, and problem resolution. Formulates and reviews project plans and deliverable items, determines



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
		implementation.	experience.	contract costs, and ensures conformance with standards. Assigns, schedules, and reviews work of subordinates. Explains customer's policies, purposes, and goals to subordinates.
26	<i>Senior Project Manager</i>	Five (5) years of supervisory experience in managing large data communications and/or data processing systems projects.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Independently performs, or leads one or more project teams in performing, data processing or data communications project tasks. Manages tasks within a work breakdown structure (WBS). Organizes and coordinates planning and production of support activities. Meets with customer's management personnel and IMC's Program Executive to report progress, problems, and problem resolution. Formulates and reviews project plans and deliverable items and ensures conformance with standards. Assigns, schedules, and reviews work of subordinates. Explains policies, purposes, and project goals to subordinates.
27	<i>Project Manager</i>	Three (3) years of supervisory experience in managing large data communications and/or data processing systems projects.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Supervises and works directly on the analysis, design or support of a project. Assembles project team, assigns individual responsibilities, identifies appropriate resources, and develops and tracks schedules.
28	<i>Project Assistant</i>	Experience in performing general administrative support duties for multiple program and/or project managers.	High-school diploma.	Supports project and/or program managers in document preparation; interoffice and client communications via electronic mail, paper mail, and fax; maintains correspondence and other records in hard and soft files; schedules internal and customer meetings.
29	<i>Senior Documentation Specialist</i>	More than five (5) years of experience in writing and editing technical materials, two (2) years of which involve information technology subjects.	Bachelor's degree from an accredited college or university; or equivalent work experience.	Designs and develops user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, and other deliverables and documents. Ensures that all documentation is in compliance with customer documentation requirements. Establishes documentation standards. Establishes and manages documentation change control.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
30	<i>Documentation Specialist</i>	Up to five (5) years of experience in writing and editing technical materials, two (2) years of which involve information technology subjects.	Bachelor's degree from an accredited college or university or equivalent work experience	Assists project teams in collecting and organizing information required for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, and other deliverables and documents. Ensures that all documentation is in compliance with customer documentation requirements. Establishes documentation standards. Establishes and manages documentation change control.
31	<i>Technical Writer</i>	Zero (0) to two (2) years experience in writing and editing technical materials.	Bachelor's degree from an accredited college or university or equivalent work experience	Develops and edits the content of technical documentation. Assures that spelling, content, and grammar are accurate. Develops and maintains style guides for document standards.
32	<i>Consulting Functional Expert</i>	More than fifteen (15) years of industry/government experience in subject matter areas such as human resources management, financial management, grants management, scientific research, etc.	Ph.D. or Master's degree in a subject matter area such as human resources management, financial management, health care, biological sciences, etc.	Provides expert guidance in his/her area of expertise, e.g., biological sciences, health care, engineering, statistics, and mathematics. Serves as top-level consultant to project teams as well as advisor to senior management.
33	<i>Functional Expert</i>	More than ten (10) years of industry/government experience in subject matter areas such as human resources management, financial management, grants management, scientific research, etc., with demonstrated experience in business process reengineering for automation. Recognition as expert in area of specialization by external organizations.	Master's degree in a subject matter area such as human resources management, financial management, etc.; or Master's degree in business administration with specialization in a subject matter area; some specialized training in application and use of automation tools for business process reengineering.	Provides functional guidance to IT staff in reengineering of business processes within the subject matter area. Performs business process analysis and recommends areas for improvement. Develops "as-is" and "to be" process models. Develops target "to-be" process models consistent with client goals and constraints. Develops performance metrics and measurement tools for reengineered, automated business processes. Recommends technology solutions to IT staff. Works with client management and end-users to define requirements. Presents findings and recommendations to clients.



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34	<i>Senior Functional Specialist</i>	Five (5) to ten (10) years of industry/government experience in subject matter areas such as human resources management, financial management, grants management, scientific research, etc., with demonstrated experience in business process reengineering for automation.	Master's degree in a subject matter area such as human resources management, financial management, public administration, etc.	Provides functional guidance to IT staff in reengineering of business processes within the subject matter area. Performs business process analysis and recommends areas for improvement. Develops "as-is" and "to be" process models. Works with client management and end-users to define requirements.
35	<i>Functional Specialist</i>	One (1) to four (4) years of industry/government experience in subject matter areas such as human resources management, financial management, grants management, scientific research, etc., with demonstrated experience in business process reengineering for automation.	Bachelor's degree in a subject matter area such as human resources management, financial management, public administration, etc.	Assists IT staff in the reengineering of business processes within the subject matter area. Performs business process analysis and recommends areas for improvement. Develops "as-is" and "to be" process models. Works with client management and end-users to define requirements.
36	<i>Senior Enterprise Resource Planning (ERP) Product Consultant</i>	More than three (3) years of specific application and functional experience with such ERP products as PeopleSoft and Lawson.	Bachelor's or Master's degree in Computer Science, Information Systems, Business, Accounting, Human Resources, or other relevant discipline; or equivalent work experience.	Provides functional expertise for the implementation of ERP applications such as PeopleSoft and Lawson. Meets with the organization's end-users to develop functional descriptions of the current business processes related to the ERP solution. Creates a fit analysis of the enterprise business process versus the organization business process. Develops requirement specifications to determine application customizations.
37	<i>Enterprise Resource Planning (ERP) Product Consultant</i>	Zero (0) to three (3) years of specific application and functional experience with such ERP products as PeopleSoft and Lawson.	Bachelor's or Master's degree in Computer Science, Information Systems, Business, Accounting, Human Resources, or other relevant discipline; or equivalent work experience.	Assists in providing functional expertise for the implementation of ERP applications such as PeopleSoft or Lawson. Assists in the development of a fit analysis of the enterprise business process versus the organization business process. Helps to develop requirement specifications to determine application customizations.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
38	<i>Senior Enterprise Resource Planning (ERP) Developer</i>	More than three (3) years of industry experience with specific application development for such ERP products as PeopleSoft and Lawson.	Bachelor's or Master's degree in Computer Science, Information Systems, Business, Accounting, Human Resources, or other relevant discipline; or equivalent work experience.	Provides technical design support for ERP application modifications. Develops and unit-tests code modifying ERP application. Develops screens, views, and batch processes. Develops interfaces for data capture, table population, and data transfer to and from legacy systems. Provides technical assistance in configuration of system operation and workflow.
391	<i>Enterprise Resource Planning (ERP) Developer</i>	Zero (0) to three (3) years of industry experience with specific application development for such ERP products as PeopleSoft and Lawson.	Bachelor or Master's degree in Computer Science, Information Systems, Business, Accounting, Human Resources, or other relevant discipline; or equivalent work.	Provides the technical design support for ERP application modifications. Develops and unit-tests the code modifying the ERP application. Develops screens, views, and batch processes. Develops interfaces for data capture, table population, and data transfer to and from legacy systems.
40	<i>Enterprise Resource Planning (ERP) Project Manager</i>	Three (3) years experience in managing software engineering projects, to include the full life cycle of an ERP project.	Bachelor's or Master's degree in Computer Science, Information Systems, Business, Accounting, Human Resources, or other relevant discipline; or equivalent work experience.	Manages the ERP implementation team. Assembles project team, assigns individual responsibilities, identifies appropriate resources, and develops and tracks schedules. Communicates with technical management and end-users on status of the project
41	<i>Enterprise Resource Planning (ERP) Program Executive</i>	Five (5) years of supervisory experience in managing large ERP projects that involve planning, analysis, design, development, or conversion/implementation.	Bachelor's or Master's degree in Computer Science, Information Systems, Business, Accounting, Human Resources, or other relevant discipline; or equivalent work experience.	Manages multiple ERP implementation projects; organizes, directs, and coordinates planning and execution of customer's contract activities. Meets with customer's management personnel and IMC project managers to conduct top-level coordination, project oversight, progress reporting, and problem resolution. Formulates and reviews project plans and deliverable items, determines contract costs, and ensures conformance with standards. Assigns, schedules, and reviews work of subordinates. Explains customer's policies, purposes, and goals to subordinates.



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Authorized Professional Services
11480 Commerce Park Drive Reston, VA 20191
GSA Schedule Pricelist, FSC Group 70

Labor Categories and Rates

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[Special Item No: 132-51, IT Professional Services](#)

Contact: Gail Crichlow, (703) 871-8839, Fax (703) 871-8911, gcrichlow@imc.com Category Code S
Contract No. GS-35F-4406G, 11/4/96 – 11/1/2016

	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
42	<i>Senior Electronic Document Management (EDM) Analyst</i>	Five (5) to seven (7) years of industry experience in software development, maintenance, testing, and documentation working in a large-scale, multi-platform, distributed data processing environment; to include three (3) years of document management-related experience.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Provides technical EDM expertise to project teams in one or more of the following areas: a) Develops requirements analysis, alternatives analysis, and design; develops and installs document-imaging systems. b) Uses development tools for imaging systems development. c) Performs application development and programming for workflow management-based document management systems, including conversion of document file formats, migration of documents, migration of index information, and conversion of application data.
43	<i>Electronic Document Management (EDM) Analyst</i>	Three (3) to five (5) years of industry experience, to include one (1) to three (3) years of document management-related experience.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Provides technical EDM expertise to project teams in one or more of the following areas: a) Develops requirements analysis, alternatives analysis, and design; develops and installs document imaging systems. b) Uses development tools for imaging systems development. c) Performs application development and programming for workflow management-based document management systems, including conversion of document file formats, migration of documents, migration of index information, and conversion of application data.
44	<i>Business Process Reengineering (BPR) Specialist</i>	Seven (7) years of industry experience in information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, data conversion implementation, and document preparation; to include two (2) years of experience in business process reengineering analysis.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Applies business process improvement practices to reengineer business processes, data flow, organizational structure, and technology throughout an organization. Facilitates working sessions with the customer BPR team. Develops current "as-is" model. Develops target "to-be" model. Constructs relevant reengineering recommendations consistent with customer's reengineering objectives. Outlines details for implementation (costs, resources, timeframe, responsibilities, approvals, etc.) in reengineering recommendations. Uses BPR modeling tools to aid in project model development.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
45	<i>Quality Assurance (QA) Specialist</i>	At least one (1) year software engineering experience and/or one (1) year of quality assurance review experience.	Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Develops project Quality Assurance (QA) Plan in accordance with established policy and procedure. Ensures quality of project processes and products by executing activities described in project QA Plan. Compares activities and products to established standards and plans. Establishes quantitative measurements and techniques for measuring software quality. Reports to project management and executive management when quality issues are encountered during project review cycle.
46	<i>Senior Testing Specialist</i>	At least three (3) years experience in functional testing of software and/or load testing of system configuration components with automated testing tools, with additional four (4) years experience as programmer/analyst or network engineer. Alternatively, at least seven (7) years experience as programmer /analyst or network engineer. Programmer/ analyst experience includes software development, installation, integration, testing, maintenance, problem diagnosis/resolution for large-scale and/or technically complex systems. Network engineer experience includes network installation, connection, testing, monitoring, analysis, problem diagnosis/ resolution for LANs, WANs, Intranets, and the Internet.	Bachelor's or Master's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Establishes test standards and methods. Leads development of test strategies. Develops business scenarios. Leads development of test plans to guide the full test cycle. Uses automated testing tools to develop, debug, and execute test scripts for business scenarios. Troubleshoots results of tests. Prepares test results for system evaluation. Works with client and/or software product vendor to improve system performance. Performs regression testing as necessary. Provides guidance to testing team as necessary.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
47	<i>Testing Specialist II</i>	One (1) to two (2) years of experience in functional testing of software and/or load testing of system configuration components with automated testing tools, with additional two (2) to three (3) years experience as programmer/analyst or network engineer. Alternatively, three (3) to five (5) years of experience as programmer/analyst or network engineer. Programmer/analyst experience includes software development, installation, integration, testing, maintenance, problem diagnosis/resolution for large-scale and/or technically complex systems. Network engineer experience includes network installation, connection, testing, monitoring, analysis, problem diagnosis/resolution for LANs, WANs, Intranets, and the Internet.	Bachelor's or Master's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Follows established test standards and methods. Assists in the development of test strategies. Develops business scenarios. Assists in development of test plans to guide the full test cycle. Uses automated testing tools to develop, debug, and execute test scripts for business scenarios. Troubleshoots results of tests. Prepares test results for system evaluation. Works with client and/or software product vendor to improve system performance.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
48	<i>Testing Specialist I</i>	Zero (0) to one (1) year of experience in functional testing of software and/or load testing of system configuration components with automated testing tools, with additional zero (0) to two (2) years of experience as programmer/analyst or network technician. Programmer/analyst experience includes software development, installation, integration, testing, maintenance, problem diagnosis/resolution for large-scale and/or technically complex systems. Network support experience includes network installation, connection, testing, monitoring, analysis, problem diagnosis/resolution for LANs, WANs, Intranets, and the Internet.	Bachelor's or Master's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Follows established test standards and methods. Develops business scenarios. Follows test plans to execute the full test cycle. Uses automated testing tools to develop, debug, and execute test scripts for business scenarios. Troubleshoots results of tests. Prepares test results for system evaluation. Performs regression testing as necessary.
49	<i>Database Architect</i>	More than seven (7) years experience in relational database design and database administration.	Bachelor's or Master's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline.	Translates business needs into long-term architecture solutions. Develops and reviews logical and physical database designs. Develops the database architecture including the metadata structure and the repository configuration. Evaluates hardware and software platforms and plans for the integration of system components.
50	<i>Senior Database Administrator</i>	Five (5) to seven (7) years experience in relational database design and database administration.	Bachelor's or Master's degree in Computer Science, Information Systems, Engineering, Business, or other relevant discipline; or equivalent work experience.	Provides technical expertise in the use of Database Management Systems (DBMS)/Relational Database Management Systems (RDBMS). Evaluates and recommends available DBMS or products to meet customer requirements. Defines organization and indexing methods for specific application databases. Works closely with customer security specialists to define required security procedures for backup and recovery and to control access to the data. Monitors and tunes database performance. Establishes standards for data access. Specifies and controls implementation of database software enhancements and provides problem solutions to operational database systems.
51	<i>Database Administrator II</i>	Two (2) to five (5) years of experience in relational database administration.	Bachelor's or Master's degree in Computer Science, Information Systems, or other relevant discipline; or equivalent work experience.	Assists in monitoring and in tuning database performance. Assists in providing problem solutions to operational database systems. Performs research for evaluating and recommending available DBMS or database products.



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	Labor Category	Minimum/General Experience	Minimum Education	Functional Responsibility
52	<i>Database Administrator I</i>	Zero (0) to two (2) years of experience in relational database administration.	Bachelor's or Master's degree in Computer Science, Information Systems, or other relevant discipline; or equivalent work experience.	Assists in monitoring and in tuning database performance. Assists in providing problem solutions to operational database systems. Performs research for evaluating and recommending available DBMS or database products.
53	<i>Data Mining Specialist</i>	Three (3) or more years experience in relational database design and database administration. Specialized experience and/or training in the usage of data mining tools and techniques.	Bachelor's or Master's degree in Computer Science, Information Systems, or other relevant discipline; or equivalent work experience.	Utilizes generic, application independent, embedded data mining, algorithm-specific and/or analytical programming tools to derive or discover new information from data, finding patterns across data sets. Applies knowledge discovery in databases (KDD) finding patterns across multi-dimensions.
54	<i>Data Warehousing Analyst</i>	Three (3) or more years experience in relational database design and database administration. Specialized experience and/or training in the design of data warehouses.	Bachelor's or Master's degree in Computer Science, Information Systems, or other relevant discipline; or equivalent work experience.	Interviews end-users to prioritize reporting needs. Interviews Database Administrators to identify sources of data to supply the needed reporting tools. Selects database engine to support the data in the warehouse. Selects the end-user tool to access the data in the warehouse. Provides input into the selection of the ETL (extraction, transformation, and load) tool to pull the data from the OLTP (on-line transactional processing) systems to the data warehouse. Identifies key "facts" on which the data warehouse should focus (e.g., revenue, employee head count, units sold, etc.), as well as the granularity of the facts (revenue per day or per month, or per transaction). Identifies the dimensions by which to analyze the facts.
55	<i>Data Warehousing Applications Developer</i>	Zero (0) to three (3) years of experience developing ad-hoc reporting tools for end-users. One (1) year of experience using a modern data warehousing front-end.	Bachelor's or Master's degree in Computer Science, Information Systems, or other relevant discipline; or equivalent work experience.	Denormalizes traditional entity relationship diagrams (ERD) into star schemas. Migrates data from OLTP systems to star schema. Extracts data from star schema to form virtual or persistent multi-dimensional cubes. Creates GUI-interface to multi-dimensional cubes to allow users to drill down, drill up, filter, etc. Creates template reports for users and managers to modify as required.



Integrated IT Services

SIN	MFG	IMC Part Number	Product Description	Price
132-51	IMC (Active Navigation Discovery Center, Action Pack, Analysis Pack)	57 Active Navigation ROT	Integrated IT Services-- Automated identification and cleaning of redundant, obsolete, and trivial (ROT) content in file servers for up to five (5) terabytes of data	\$49,995

The IMC ROT Cleansing solution identifies likely redundant, obsolete and trivial content stored in more than 500 file types across network file servers in the enterprise, and provides an automated approach to deleting it or segregating it pending final disposition.

IMC Product Elements	Firm Fixed Price
1. Active Navigation Software License for identifying and cleansing up to five (5) terabytes of ROT content from network file shares within a 90-day period of performance. 2. IMC Professional Services (31 person-days within 90-day period of performance) -Project kickoff and planning -Automated ROT identification -ROT cleansing plan -ROT segregation/deletion	\$49,995

SIN	MFG	IMC Part Number	Product Description	Price
132-51	IMC (Active Navigation Discovery Center, Action Pack, Analysis Pack)	58 Active Navigation ROT and PII	Integrated IT Services--Automated identification and cleaning of redundant, obsolete, and trivial content; and identification and remediation of Personally Identifiable Information to minimize risk of noncompliance with Privacy Act and other laws and regulations; on up to two (2) terabytes of data	\$49,995

The IMC ROT and PII identification and remediation solution identifies likely redundant, obsolete and trivial content as well as content with likely PII risk, and provides a plan to remediate it, as well as remediation actions to delete or segregate the content pending final disposition.

IMC Product Elements	Firm Fixed Price
1. Active Navigation Software License for conducting ROT identification and removal and PII identification and remediation on up to two(2) terabytes of document data from network file shares. 2. IMC Professional Services (31 person-days over a maximum 90-day period of performance) -Project kickoff and planning session -Automated ROT and PII identification -ROT and PII remediation plan -ROT and PII segregation/remediation	\$49,995



SIN	IMC MFG	IMC Part Number	Product Description	Price
132-51	IMC (Active Navigation Discovery Center, Action Pack, Analysis Pack, SharePoint Migrator)	59 Active Navigation ROT and PII Cleansing, Tagging, Migration	Integrated IT Services--Automated identification and cleaning of redundant, obsolete, and trivial content; identification and remediation. of Personally Identifiable Information to minimize risk of noncompliance with Privacy Act and other laws and regulations; automated metadata tagging of content and migration to SharePoint; on up to two (2) terabytes of data	\$74,995

The IMC ROT and PII cleansing, tagging and migration solution identifies likely redundant, obsolete and trivial content as well as content with likely PII risk, and provides a plan to remediate it, as well as remediation actions to delete or segregate the content. The solution also includes automated metadata tagging of remaining content with business value and automated migration of that content into SharePoint.

IMC Product Elements	Firm Fixed Price
<p>1. Active Navigation Software License for conducting ROT identification and removal and PII identification and remediation on up to two (2) terabytes of document data from network file shares and automated metadata tagging of remaining content and migration to SharePoint over a maximum 90-day period of performance.</p> <p>2. IMC Professional Services (63 person-days over a maximum 90-day period of performance)</p> <ul style="list-style-type: none"> -Project kickoff and planning -Automated ROT and PII identification -ROT and PII segregation/remediation -Metadata tagging of content -Migration of content to SharePoint 	\$74,995

Note: Prices included 0.75% IFF



USA Commitment to Promote Small Business Participation Procurement Programs

1. Preamble

IMC provides commercial products and services to the Federal Government. 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.

2. 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 Federal Government contracts. To accelerate potential opportunities please contact Gail Crichlow, Direct – (703) 871-8839; Fax – (703) 873-8911; e-mail gcrichlow@imc.com.



Blanket Purchase Agreement

Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and IMC enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract GS-35F-4406G.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitation and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____	_____	_____	_____
Ordering Activity	Date	Information Management Consultants, Inc.	Date



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

Basic Guidelines for Using “Contractor Team Arrangements”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to 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 of 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 customer's 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.