

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



**SIN 132-32 TERM SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE  
Large Scale Computers: Application Software  
Microcomputers: Application Software

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

FPDS Code D302 IT Systems Development Services  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D307 Automated Information Systems Design and Integration Services  
FPDS Code D308 Programming Services  
FPDS Code D311 IT Data Conversion Services  
FPDS Code D317 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.



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Arlington, Virginia 22209  
(703) 253-6300  
Facsimile: (703) 253-6301  
[www.asigovernment.com](http://www.asigovernment.com)**

**Contract Number: GS-35F-4952G  
Period Covered by Contract: July 22, 1997 through July 21, 2017  
Pricelist current through Modification # PS-0029 dated October 22, 2012**

**General Services Administration  
Federal Supply Service**

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

## **TABLE OF CONTENTS**

<b>Section</b>	<b>Title</b>	<b>Page</b>
<b>I.</b>	<b>INFORMATION FOR ORDERING OFFICES</b>	<b>1</b>
<b>II.</b>	<b>TERMS &amp; CONDITIONS 132-32</b>	<b>7</b>
<b>III.</b>	<b>TERMS &amp; CONDITIONS 132-51</b>	<b>11</b>
<b>IV.</b>	<b>TERMS &amp; CONDITIONS OF SOFTWARE USE (EULA)</b>	<b>14</b>
<b>V.</b>	<b>COMMITMENT TO SMALL BUSINESS</b>	<b>26</b>
<b>VI.</b>	<b>SAMPLE BLANKET PURCHASE AGREEMENT</b>	<b>27</b>
<b>VII.</b>	<b>GUIDELINES FOR TEAMING ARRANGEMENTS</b>	<b>30</b>
<b>VIII.</b>	<b>DESCRIPTION OF OFFER &amp; GSA PRICE SHEETS</b>	<b>31</b>

**I. INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

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**SPECIAL NOTICE TO AGENCIES:**

**Small Business Participation**

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

For orders exceeding the micro-purchase 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!*<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA *Advantage!*<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

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

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

1. **GEOGRAPHIC SCOPE OF CONTRACT:** The geographic scope of this contract is the 48 contiguous states and the District of Columbia for IT Professional Services (SIN 132-51) and World Wide for the VAO Acquisition Directions subscription service (SIN 132-32)..

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

**Ordering Address**

**ASI Government, Inc.**  
**Attn: William E. Hall**  
**1655 North Ft. Myer Drive, Suite 1000**  
**Arlington, VA 22209**  
**(703) 253-6357 (Voice)**  
**(703) 891-9095 (Fax)**  
**e-mail: [bill.hall@asigovt.com](mailto:bill.hall@asigovt.com)**  
**Web Site: <https://www.asigovernment.com>**

**Payment Address**

**ASI Government, Inc.**  
**ATTN: Stephanie Stine**  
**1655 North Ft. Myer Drive, Suite 1000**  
**Arlington, VA 22209**  
**(703) 253-6547 (Voice)**  
**(703) 253-6301 (Fax)**  
**e-mail: [sstine@asigovt.com](mailto:sstine@asigovt.com)**

Government Purchase Cards will be accepted for all payments. Bank account information for wire transfer payments will be shown on the invoice.

3. **LIABILITY FOR INJURY OR DAMAGE:** The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: **963009899**  
Block 30: Type of Contractor –**B. Other** than **Small Business**  
Block 31: Woman-Owned Small Business – **No**  
Block 36: Contractor’s Taxpayer Identification Number (TIN): **54-1962068**

4a. **CAGE Code:** **08HB4**

4b. ASI Government, Inc. has registered with the Central Contractor Registration database.

5. **FOB: Destination**

6. **DELIVERY SCHEDULE:**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51: Virtual Acquisition Office™ <i>Subscription/ Publication</i> FPDS Class D 317-2 Other IT Services FPDS Class D-399	30 days ARO  As negotiated by Government Ordering Office and the Contractor as stated in task order.
132-32: Applied Learning Online™	30 days ARO

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, 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.

Government Educational Institutions are offered the same discounts as all other Government customers

8. **TRADE AGREEMENTS ACT OF 1979, AS AMENDED:** All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Not Offered

10. **SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is \$2,500.

**11. MAXIMUM ORDER:**

- a. The Maximum Dollar value per order for the following Special Item Numbers (SINs) is \$500,000:
  - Special Item Number 132-32 – Term Software Licenses
  - Special Item Number 132-51 – Information Technology (IT) Professional Services.

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

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

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

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

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

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

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

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

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

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

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

**16. GSA Advantage!**

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

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

Agencies can browse GSA *Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex.: Internet Explorer). The Internet address is <https://www.gsaadvantage.gov>.

**17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

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

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**19. OVERSEAS ACTIVITIES – Not Offered**

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

**21. CONTRACTOR TEAM ARRANGEMENTS:** Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

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

equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. **SECTION 508 COMPLIANCE:** If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: **Not Applicable.**

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

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

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

- (a) A copy of the authorization from the Agency 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.

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)

**II. TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32),  
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. 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.

VAO and ALO (ASI Government) Warranty

ASI Government, Inc. represents and warrants that it has the right to grant the license and that Subscriber's use of VAO and/or ALO in accordance with the terms of this Agreement will not infringe the intellectual property rights of any third party.

ASI represents and warrants that it will use commercially reasonable efforts to operate and maintain the VAO/ALO databases and the server on which VAO/ALO resides to provide availability of VAO/ALO during business hours, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to equipment or services outside of control of the Licensor.

ASI shall use commercially reasonable efforts to scan for known viruses, unauthorized code, and disabling mechanisms ("viruses") in VAO/ALO as it resides on the ASI server, but does not guarantee that VAO/ALO will be free of all such viruses.

VAO/ALO and information contained therein ("information") provided by ASI include original works of ASI as well as information obtained by ASI from third parties and aggregated by ASI. ASI believes the sources of the information to be reliable, but it makes no warranties regarding accuracy, reliability, completeness, contemporaneousness, or otherwise.

Further, access to the VAO/ALO relies on the performance of subscriber's system and telecommunications providers outside the control of ASI. ASI makes no warranty that: (a) VAO/ALO will meet subscriber's requirements; or (b) the results that may be obtained from the use of the information or VAO/ALO will be accurate or reliable. Except as set forth in this section, ASI disclaims all representations and warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement and accuracy. ASI is not responsible for any decision made or action taken by subscriber in reliance on the information provided through VAO/ALO.

VAO/ALO is sold on an annual subscription basis, and the annual subscription price includes access to the service purchased and maintenance of the VAO/ALO databases and server on which VAO/ALO resides. To the extent that new features are added to VAO/ALO during the term of the order, the subscription fee paid by the subscriber will not cover access to or the maintenance of those new features not included in the subscription order.

ASI represents and warrants that it will use commercially reasonable efforts to operate and maintain the VAO/ALO databases and the server on which VAO/ALO resides to provide availability of VAO/ALO during business hours, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data, and downtime related to equipment or services outside of control of the Licensor.

Limitation of liability: In no event shall ASI be liable for any direct, indirect, incidental, special or consequential damages, whether in contract, tort or otherwise, arising from subscriber's access to VAO/ALO or use of VAO/ALO. ASI's maximum liability under this agreement shall be limited to a refund of any amounts paid by subscriber for VAO/ALO during the one-month period prior to the date the claim.

- 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.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-877-982-6826 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday (excluding federal holidays) from 8:30AM EST to 5:00PM EST.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:

All normal maintenance necessary to assure continuing operational status.

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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.

**5. PERIODS OF TERM LICENSES (132-32)**

- 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.

**6. 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 0% % of all term license payments during the period that the software was under a term license within the ordering activity.

**7. TERM LICENSE CESSATION**

- a. After a software product has been on a continuous term license for a period of N/A 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.

**8. UTILIZATION LIMITATIONS - (132-32)**

- 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.

**9. SOFTWARE CONVERSIONS - (132-32)**

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.

**10. 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.

**11. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses. - Not offered.

**III. 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 Government location, as agreed to by the Contractor and the ordering office.

**2. PERFORMANCE INCENTIVES**

- a. When using a performance-based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for those services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

**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 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.

**5. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency 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, clauses of this contract.

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

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

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

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

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

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

**7. RESPONSIBILITIES OF THE CONTRACTOR:** The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2004) Rights in Data – General may apply.

**8. RESPONSIBILITIES OF THE ORDERING ACTIVITY:** Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

**9. INDEPENDENT CONTRACTOR:** All IT/EC 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 Government contract, without some restriction on 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 Government, ordering offices 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/EC services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

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

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

**14. INCIDENTAL SUPPORT COSTS:** Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

**15. APPROVAL OF SUBCONTRACTS:** The ordering activity may require that the Contractor receive, from the ordering activity’s Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. DESCRIPTION OF IT SERVICES, LABOR CATEGORY DESCRIPTIONS AND PRICING**

See description of offer and GSA price sheets at the end of the IT Schedule Price List.

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You may notify us of alleged intellectual property rights infringement by contacting our Designated Agent at:  
Greg Dunn

ASI Government, Inc.  
1655 North Fort Myer Drive  
Suite 1000  
Arlington, VA 22209  
(703) 253-6555  
FAX (703)562-1949  
E-mail: gdunn@asigovt.com

Please be aware that, in order to be effective, Your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. S 512(c) (3)) before sending your claim.

Upon receipt of notice of claimed infringement, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

Please do not send any other communications to the Designated Agent, who is appointed solely for the purposes of receiving notices of copyright claims under the DMCA.

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You may be contacted by ASI by e-mail or other forms of direct mail or telemarketing. However, you may "opt-out" of receiving such communications by sending an e-mail to ASI and electing "No Direct Mail" and "No Telemarketing" options. If you do not want any notices of enhanced services or offerings from ASI, ASI will remove you from the lists used by ASI for e-mail, direct mail or telephone solicitations.

- **Miscellaneous**

- a. *Independent Contractors.* The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- b. *Waiver.* No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
- c. *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.
- d. *Notice.* Except as provided in Section 11 above regarding notices under the DMCA, all notices shall be in writing and shall be deemed to be delivered when sent by e-mail to either parties' last known e-mail address. You hereby consent to notice by e-mail. Notwithstanding the foregoing, you may remove your name and e-mail address from any correspondence sent by ASI by notifying ASI in writing that you are opting out of any future correspondence from ASI. All e-mail addresses obtained by ASI through this Site will be treated strictly in accordance with the ASI's Privacy Policy.
- e. *Law.* This Agreement shall be governed by applicable federal law.
- f. *Forum.* To the extent permissible under applicable law, all actions, claims or disputes arising under or relating to this Agreement shall be brought in a federal court in the District of Columbia or the Commonwealth of Virginia. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by a federal state court in the District of Columbia or the Commonwealth of Virginia. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by a federal court in the District of Columbia or the Commonwealth of Virginia and to the laying of venue of any such suit, action or proceeding brought in any such federal court in the District of Columbia or the Commonwealth of Virginia. When the end user is an instrumentality of the US Government, the following shall apply: **This is a contract with the US Government and is subject to the Federal Acquisition Regulation. Venue and jurisdiction of any disputes are determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.).**
- g. *Process.* The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this Section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by a federal court of the District of Columbia or Commonwealth of Virginia.
- h. *Headings.* The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.
- i. *Force Majeure.* If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action in its respective sovereign capacity, acts of war, terror, civil unrest, labor disputes, acts of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.
- j. *Survival.* The terms and provisions of Sections 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12 shall survive any termination or expiration of this Agreement.
- k. *Entire Agreement.* Any contract under which any agency orders the VAO service expressly incorporates the Subscription Agreement and the Terms of Use of ASI's web site. Acceptance thereof is ASI's condition to providing Subscriber and its Authorized Users access to the site and service. **YOU HAVE**

**READ, UNDERSTAND AND AGREE TO THE FOREGOING TERMS & CONDITIONS OF USE SET FORTH IN THE ABOVE AGREEMENT.**

## **SUBSCRIPTION AGREEMENT**

This SUBSCRIPTION AGREEMENT states the terms on which ASI Government, Inc. ("ASI Government"), a Virginia corporation, provides subscriptions to access and use its online information service known as the Virtual Acquisition Office and Applied Learning Online™ ("VAO AND ALO")

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AUTHORIZED USERS. Access to and use of the VAO AND ALO site and service is permitted only for the number of authorized users ("Authorized Users") specified in the Contract or order. All Authorized Users must be individual employees of the Subscriber or on-site contractor employees assigned to Subscriber with established agency e-mail accounts, and designated by Subscriber in writing. If an Authorized User ceases to be an employee of Subscriber or an on-site contractor employee assigned to Subscriber, Subscriber shall immediately inform ASI Government so that the employee's password may be de-activated, and Subscriber may then designate another Authorized User in his or her place. Subscriber may substitute one or more Authorized Users at any time by written notice to ASI Government identifying the existing Authorized User(s) to be de-activated and the new Authorized User(s) to be activated. Subscriber assumes and hereby releases ASI Government from any and all responsibility. Liability and damages the Subscriber may incur, now or in the future, for unauthorized use of the VAO AND ALO site and service, Subscriber's submissions to and/or use and/or misuse of any partitioned access by any Authorized User (e.g., employees, agents, consultants and contractors) who acts outside the scope of his/her authorization.

SUBSCRIPTION FEE. The annual Subscription Fee is based on the number of Authorized Users specified in the Contract and the extent of access to the on-call inquiry research service, as detailed in the Contract or order.

SUBSCRIPTION TERM. The Subscription Term will begin on the date ASI Government provides Subscriber access to the VAO AND ALO site and service via the Internet (the "Activation Date") and continue for the term identified in the contract or order (usually one full year), unless sooner terminated as provided in this Subscription Agreement. On or before the Activation Date, ASI Government will provide an account designation ("user name") and one password per Authorized User to enable Subscriber to access the VAO AND ALO site and service.

RENEWAL. At the expiration of each Subscription Term, the Subscription shall be subject to renewal at the fees and on the terms stated in the then current contract, as applicable.

PAYMENT. Subscriber agrees to pay the Subscription Fee applicable to the number of Authorized Users selected in the Contract. Finance charges on any past due balances will accrue in accordance with the Prompt Payment Act.

MAINTENANCE. At no additional charge, ASI Government will update the VAO AND ALO site and service from time to time with any new materials, error corrections, and other upgrades which are developed or compiled by ASI Government for release during the Subscription Term.

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CONFIDENTIAL INFORMATION. Subscriber acknowledges and agrees that (i) the VAO AND ALO contains confidential information and implements proprietary techniques that were authored, developed, and/or compiled by ASI Government at private expense and are not generally available to the public, government agencies, or commercial companies ("Confidential Information"); and (ii) Subscriber shall hold all Confidential Information in strictest confidence and not disclose or use it except as expressly permitted under this Subscription Agreement or otherwise for its own benefit. Subscriber shall not provide demonstrations of, access to, or information relating to the operation, content, or approach of the VAO AND ALO to any persons other than employees of Subscriber or on-site contractor employees assigned to Subscriber without the prior written consent of ASI Government, nor provide information from the VAO AND ALO to any persons other than employees of Subscriber or on-site contractor employees assigned to Subscriber, except for information which Subscriber reasonably determines to be generally available to the public through channels other than the VAO AND ALO. Subscriber shall inform all Authorized Users and other employees

(including assigned on-site contractor employees) who receive access to Confidential Information concerning the VAO AND ALO of the restrictions of this paragraph and obtain such persons' written agreement not to make any further disclosure of any Confidential Information. Each Authorized User's use of the service and acceptance of the Terms of Use on the VAO AND ALO site is evidence of their acceptance of the agreement.

**ACCESS AND USE.** Conditioned on receipt of the Subscription Fee, ASI Government grants a temporary, non-transferable, non-exclusive license to the Subscriber for up to the specified number of Subscriber's Authorized Users to access and use the VAO AND ALO, during the Subscription Term, in accordance with this Subscription Agreement and the Terms of Use posted on the ASI Government web site, for the sole purpose of obtaining guidance with respect to acquisition and program management conducted by Subscriber. The permitted use for this purpose is limited to: (1) accessing and browsing for information on the VAO AND ALO; (2) searching, retrieving, downloading, and storing information from the VAO AND ALO on computers owned or leased by Subscriber; and (3) printing excerpts of the information on the VAO AND ALO for use and storage within the offices of Subscriber. In addition, all Authorized Users must express their agreement to the VAO AND ALO Terms of Use as a condition to accessing and using the VAO AND ALO web site and service.

**PROHIBITED ACTS.** Subscriber and its Authorized Users may not:

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- (2) permit or enable any person or entity other than Subscriber's Authorized Users to access or use VAO AND ALO;
- (3) use or operate VAO AND ALO for the benefit of, or in connection with procurements or other activities conducted by, any person or entity other than Subscriber;
- (4) make, distribute, or publicly display (by posting on the Internet, displaying at meetings or conferences, or otherwise) any printouts or copies of printouts from VAO AND ALO, other than to the limited extent expressly permitted in the paragraph entitled, *Access and Use*;
- (5) remove, alter, or obscure any copyright, confidentiality, trademark, or other proprietary notices or legends from any printouts made from VAO AND ALO or copies thereof;
- (6) decompile, reverse engineer, or attempt to discover the source code of the computer programs which implement VAO AND ALO;
- (7) engage in systematic or other retrieval or copying of data or other information or materials from this Site or any of its Contents to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from ASI Government, by use of scrapers or other tools or otherwise; or
- (8) circumvent, or provide or use any computer program or device intended to circumvent, any technological measures implemented by ASI Government to limit or control access to or use of the VAO AND ALO.

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**TERMINATION. Recourse against the United States, if any, must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.** If termination results from breach by ASI Government, Subscriber shall be entitled to a *pro rata* refund of the prepaid Subscription Fee, if any, for the portion of the Subscription Term which follows the effective date of termination. If termination results from breach by Subscriber, Subscriber shall not be entitled to a refund. Upon expiration of the Subscription Term or termination of the Subscription for any other reason, Subscriber's access to the VAO AND ALO will be discontinued, Subscriber's passwords will be de-activated, and ASI Government shall have no further liability to Subscriber, except for a possible *pro rata* refund as described in this paragraph.

**SUSPENSION OF ACCESS.** If unauthorized activity appears to be occurring on Subscriber's account or otherwise to secure and/or protect the VAO AND ALO and/or preserve the VAO AND ALO's service availability and/or functionality and/or ASI Government's proprietary interest and ability to control the VAO AND ALO, ASI Government may de-activate Subscriber's passwords and suspend Subscriber's access to the VAO AND ALO immediately and without prior notice. ASI Government shall promptly notify Subscriber of such suspension, and the parties shall cooperate to investigate the situation and agree upon a method to prevent further unauthorized activity. If and only if it is later determined that ASI Government suspended access without reasonable cause, as Subscriber's sole and exclusive remedy and to liquidate any damages Subscriber may have incurred and not as a penalty, Subscriber shall be entitled only to a *pro rata* refund of the portion of the prepaid Subscription Fee allocable to the entire period of suspension and hereby releases ASI Government from any and all claims Subscriber may have, now or in the future, arising out of any suspension of Subscriber's access under this Section.

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LEGAL COMPLIANCE. Subscriber agrees to comply with all applicable laws and regulations in its use of VAO AND ALO and to insure such compliance by all of Subscriber's Authorized Users.

SECURITY. Subscriber shall maintain the secrecy of its passwords, disclosing each password only to the Authorized User to whom it was assigned by ASI Government and disclosing all passwords only to a single employee of Subscriber designated to ASI Government in writing as Subscriber's password manager. Subscriber shall direct its Authorized Users not to disclose their passwords to anyone and shall otherwise ensure that Subscriber's passwords are not disclosed to unauthorized persons. Subscriber shall notify ASI Government immediately by electronic mail directed to [security@acquisitionsolutions.com](mailto:security@acquisitionsolutions.com) if it becomes aware of any unauthorized disclosure of its passwords, any other apparent compromise of the security of its passwords, or any unauthorized access to or use of VAO AND ALO. Upon request after a breach of security, ASI Government will assign Subscriber one or more new passwords. Subscriber hereby releases ASI Government from all liability to ASI Government, any Authorized User, employees of Subscriber, or on-site contractor employees assigned to Subscriber arising out of any security breaches not caused directly by ASI Government.

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- (3) scan VAO AND ALO, as it resides on Acquisitions Solutions servers, for known viruses, harmful code, and disabling mechanisms, and promptly remove any such items that are found.

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SEVERABILITY. If any provision of this Subscription Agreement is held to be unenforceable to any extent, the unenforceable provision shall be enforced to the fullest extent permissible and/or reformed to implement as fully as permissible the intent of the parties as expressed herein, and the other provisions shall remain in full force and effect.

NOTICES. All notices under this Subscription Agreement shall be given in writing and sent by reputable commercial courier, specifying same day or next business day delivery, or by certified mail to the last known address of the party being notified, with a copy, which is not required and shall not constitute notice, sent by facsimile or electronic mail, if reasonably feasible. Notice shall be effective upon the first attempt at delivery by the courier or postal service.

FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations hereunder due to acts of God, war, insurrection, terrorism, failure of public utilities or telecommunications and/or Internet service providers, strikes, governmental action, or any other cause beyond its reasonable control.

NO ASSIGNMENT. Subscriber may not assign or transfer this Subscription Agreement, the Subscription, or any licenses or rights under this Subscription Agreement to any other party. Any attempted assignment or transfer in violation of this paragraph shall be void.

GOVERNING LAW AND FORUM. This Subscription Agreement shall be governed by and construed in accordance with the laws of the United States of America, without giving effect to choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Subscription Agreement. All disputes arising out of or relating to this Subscription Agreement, or Subscriber's access to, use of, or inability to use VAO AND ALO, or the quality, accuracy, currency, completeness, or adequacy of the information provided through VAO AND ALO, or the enforcement of ASI Government's intellectual property rights, shall be resolved in the applicable federal court in the Washington D.C. metropolitan area. Subscriber consents to the jurisdiction and venue of such courts. Notwithstanding the foregoing, a party may at its option seek and obtain injunctive relief in any court of competent jurisdiction.

ENFORCEMENT COSTS. In any legal proceeding arising in connection with this Subscription Agreement, the use of VAO AND ALO by or through Subscriber, or the enforcement of ASI Government' intellectual property rights, the prevailing party shall be awarded its attorney's fees and other costs reasonably incurred. **Attorney fees or interest is only allowed against the US Government when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act.)**

RESERVATION OF RIGHTS. ASI Government retains title to, sole ownership of, and all copyrights and other intellectual property rights in VAO AND ALO, the information and other content on VAO AND ALO (except where owned by a third party or in the public domain), all printouts and other copies thereof, and all software implementing VAO AND ALO. ASI Government reserves all rights not expressly granted in this Subscription Agreement.

ENTIRE AGREEMENT. Any contract under which any agency orders the VAO AND ALO service expressly incorporates this Subscription Agreement and the Terms of Use of ASI Government' web site and acceptance thereof is ASI Government' condition to providing Subscriber and its Authorized Users access to the VAO AND ALO site and service. The contract, Subscription Agreement and Terms of Use state the complete, final, and exclusive agreement of the parties concerning the subscription services and provision thereof and supersede all earlier oral and/or written agreements, proposals, representations, and other communications.

<p style="text-align: center;"><b>V. COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS</b></p>
--

**PREAMBLE**

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

**COMMITMENT**

To actively seek and partner with small businesses.

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

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

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

To ensure 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 Bob Welch at (301) 261-7678.

**VI. BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE  
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act, (ordering activity) and (Contractor) 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(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations 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 Government that works better and costs less.

Signatures

\_\_\_\_\_

AGENCY

\_\_\_\_\_

DATE

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

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 Agency):

- (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:

<b>MODEL NUMBER/PART NUMBER</b>	<b>*SPECIAL BPA DISCOUNT/PRICE</b>
_____	_____
_____	_____

- (2) Delivery:

<b>DESTINATION</b>	<b>DELIVERY SCHEDULE/DATES</b>
_____	_____
_____	_____

- (3) The Government 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:

<b>OFFICE</b>	<b>POINT OF CONTACT</b>
_____	_____
_____	_____

- (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.

## **VII. BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

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

**VIII. Description of Offer and GSA Price**

**Sheets**

**For**

**ALO and VAO Software SIN 132-32**

**Acquisition Solutions IT Professional Services SIN 132-51**

## APPLIED LEARNING ONLINE™ (ALO)



The Applied Learning Online™ (ALO) library is an online gateway to increased organizational capacity through just-in-time learning, with a comprehensive library of e-learning modules taken in approximately one- to two-hour increments. The Applied Learning Online™ (ALO) library provides a unique and flexible approach to continuous learning for the

federal acquisition community, allowing acquisition professionals to choose when, where, and at what pace they learn.

Applied Learning Online™ (ALO) is an online resource for acquisition, COR/COTR, and program/project management professionals, making a series of short sessions, online resources, exercises and leading practices available to the federal community.

Each ALO module:

- Is a focused, self-paced 1-2 hour module
- Offers "at the desk" learning – no downtime
- Includes practical "how to's" and exercises
- Includes video instruction with follow-along text
- Can serve as refresher training, when you need it
- Includes the ability to ask the instructor questions
- Offers just-in-time learning, at the point of execution
- Is 508-Compliant

*The ALO Library is the first online course library of its kind:*

- *High quality.*
- *High impact.*
- *Self-paced.*
- *Focused on federal acquisition and program management.*
- *Developed and taught by experienced acquisition professionals.*

*All with a goal of providing federal agencies the tools to develop and grow an acquisition workforce that has the knowledge they need, when they need it ... "just in time."*

The ALO is a subscription-based e-learning library offered to address the ongoing professional development requirements of the acquisition workforce. It is available as a complete package; For a single organizational annual subscription price, a federal organization can have access to the full library of courses, hosted on ASI Government's platform. The subscription is available in a range of packaging and pricing options, allowing each agency to customize its level of access to the size of the organization. All designated individuals will be assigned passwords to access the full range of e-learning modules.

Details about the service and potential subscribers are described as follows.

## (1) Materials/Services Covered

Each subscribing organization will have one-year access to the full Applied Learning Online™ (ALO) library of e-learning courses. As of June 2011, there are 65 modules available in the library. The number and range of available courses will continue to grow over time. Each module is 508-compliant.

### The Learning Experience

Each ALO learning module provides a multi-faceted learning experience that includes an audio, video, and print-material component, along with the ability to reach back to the instructor via e-mail to pose follow-on questions. Each module features video of one of ASI Government's seasoned acquisition instructors, each of whom are highly experienced and highly regarded in the federal acquisition community; A bio of the instructor is readily accessible from within each module.

### Each ALO learning module includes:

- Audio and Video of a Seasoned Acquisition Instructor
- Key Takeaways in Printable PowerPoint format
- Case Study Exercises
- Knowledge Checks and test to Assess Knowledge Gained
- Printable Resources
- Certificate of Completion

Key takeaways are provided visually on the screen, viewable while watching the video, and printable from an "Attachments" tab which features a variety of printable materials for use by the student. In addition, links to resources from the Virtual Acquisition Office, are provided for our VAO subscribers. Most modules include case study exercises so the student can immediately practice applying the new knowledge. All modules include a test to assess the knowledge gained through reviewing the module and student evaluation to assess the quality and usefulness of the content. A certificate of completion is available upon passing each test, which can be applied to the student's continuing education goals.



The screenshot shows a web browser window titled "03: Learning Objectives - Windows Internet Explorer". The URL is "https://services.geolearning.com/courseware/show/22505003911/127671/v2.ap/ile/a001/index.html". The page header features the ASI Government logo and the text "APPLIED LEARNING ONLINE (ALO) Taking Performance-Based Acquisition (PBA) to the Next Level". The main content area is titled "Learning Objectives" and includes a video player with a woman speaking. Below the video player is a table of contents with the following items: Welcome, Introduction, Module Orientation, 01. Module Options, Module Introduction, and 02. Module Introduction. To the right of the video player, under "Learning Objectives", it states: "Upon completion of this module, you should be able to:" followed by three bullet points: "Understand the current evidence of performance-based acquisitions across the federal Government", "Understand what additional steps to take in order to promote performance based acquisition management", and "Identify ways to implement some PBA practices at your agency/organization". At the bottom of the page, there are navigation buttons: "<BACK", "?", "X", "R", and "NEXT >". The page number "03" is visible in the bottom right corner.

### Topics Covered

Within the ALO library, the modules are organized into key focus areas, which include:

- Acquisition and Contracting

- Performance-Based Acquisition
- Program and Project Management
- COR

A screen shot representation from the ALO website is depicted below.

Each Applied Learning Online module can be used to fulfill continuous learning requirements. To select and launch a course, please remember to log-in.

Category	Contracting Life-Cycle curriculum	COR/COTR Curriculum		
	<p><b>Acquisition and Contracting</b></p> <ul style="list-style-type: none"> <li>• Award Fee Contracting</li> <li>• Better Practice Transfer</li> <li>• Bids and Proposals Solicitation Preparation, Approval and Issuance Phase</li> <li>• CO and COTR Responsibilities, Authority, and Limitations</li> <li>• Commercial Item Acquisition</li> <li>• Competencies for Contract Negotiations</li> <li>• Competitive Range Determination and Conducting Competitive Contractor</li> </ul>	<p><b>Performance-Based Acquisition</b></p> <ul style="list-style-type: none"> <li>• Discussions Before Receipt of Proposals and Step 5: Due Diligence</li> <li>• PBA: Next Step</li> <li>• Step 2: Define the Need and Conduct Market Research</li> <li>• Step 3: Develop a Statement of Objectives</li> <li>• Step 4: Developing an Effective Competitive Pool</li> <li>• Step 6: Overview of Source Selection &amp; Documentation</li> <li>• Step 7- Deliver Results through Partnership</li> </ul>	<p><b>Program and Project Management</b></p> <ul style="list-style-type: none"> <li>• Award Fee Contracting</li> <li>• Better Practice Transfer</li> <li>• Defining and Developing</li> <li>• EVM: An Overview for the COTR</li> <li>• Defining and Developing Performance Requirements for Contracting Professionals</li> <li>• Developing a Performance Work Statement (PWS)</li> <li>• How to Prepare the Independent Government Cost Estimate</li> <li>• in a Performance-</li> </ul>	<p><b>COR/COTR</b></p> <ul style="list-style-type: none"> <li>• Award Fee Contracting</li> <li>• Better Practice Transfer</li> <li>• Bids and Proposals: Solicitation Preparation, Approval and Issuance Phase</li> <li>• CO and COTR Responsibilities, Authority, and Limitations</li> <li>• Commercial Item</li> <li>• Competitive Range Determination</li> <li>• Competition in Contracting</li> <li>• Contract Management: What a COR/COTR Should Know</li> </ul>

A representative sample of specific courses is listed in the table below.

Representative Sample of ALO Modules
Step 2: Define the Need and Conduct Market Research
Discussions Before Receipt of Proposals and Step 5: Due Diligence
Step 6: Overview of Source Selection & Documentation
Step 7: Deliver Results through Partnership
Overview of Advance Acquisition Planning
Overview of QASPs
Step 3: Develop a Statement of Objectives
Step 4: Developing an Effective Competitive Pool
Overview of Requirements Documentation for Program Representatives
Developing Source Selection Criteria and Instructions to Offerors
Competitive Range Determination
Receipt and Evaluation of Proposals
Better Practice Transfer
Current Acquisition Trends
Strategic Business Advisor: An Overview
Emergency Contracting
Commercial Item Acquisition
Award Fee
Interagency Acquisitions
Small Business Program Requirements
Defining and Developing Performance Requirements for Contracting Professionals
Taking PBA to the Next Level
Overview of the Cost-Technical Trade-off Analysis Process

**Complete List of Courses:** To view the complete list of available and planned courses at any time (now and in the future), go to <http://www.appliedlearningonline.com/catalog>

## SIN 132-32 TERM SOFTWARE LICENSES

### Virtual Acquisition Office™ (VAO)

Virtual Acquisition Office™ (VAO) is ASI Government’s subscription-based acquisition knowledge management and research service that provides insightful, up-to-date acquisition information at the touch of a button, and allows subscribers to submit acquisition questions and issues to be researched. For about a third of the cost of an FTE, this value-added service provides access to a staff of highly regarded former Federal officials from both defense and civilian agencies—from departmental senior procurement executives and chief information officers to capital planners, program and procurement analysts, and contracting officers. This innovative method of delivering expert acquisition support services has been acknowledged by the acquisition and CIO community as a cost-effective and value-added approach, as evidenced by the growth of the service in recent years.

The service provides access to our network of clients from across the Government, insightful and easy-to-read publications, and an on-line library featuring both news and analysis, attendance at networking opportunities including our annual conference, and advocacy. Each subscription allows up to 20 individuals (options for additional passwords are available) to have passwords to access to the following integrated components of the VAO subscription.

Virtual Acquisition Office™ (VAO)	
Daily Acquisition News	A daily summary of key acquisition news from a review of over 30 Web sites each morning.
Hot Topics	An at-a-glance summary of the top issues facing acquisition officials today, with summaries of why the issues are “hot,” summaries of related news stories, and links to related documents in the VAO Library.
VAO Library	An online, vetted library of the “best of the best” in acquisition information organized around keywords to facilitate navigation. The library covers a full range of acquisition topics, from procurement-specific information to competitive sourcing, from capital planning and performance measurement to specific applicable laws and regulations. The library is updated continuously as new information and reports are released.
FSS MAS Virtual Knowledge Center	Our proprietary knowledge management tool, “Acquisition Solutions Virtual Knowledge Center: Using FSS MAS Contracts.” This knowledge tool facilitates decision-making and application of the rules when using Federal Supply Schedules.
Online Calendar	A calendar of events in the acquisition community.
GWAC/MAC Catalog	Electronic catalog of GWACs and MACs, Government-wide contracts open to ordering by multiple agencies.
Proprietary Acquisition Directions™ Publications	<p>Online access to current and historical proprietary <i>Acquisition Directions</i>™ publications providing news and analysis of issues of interest to the acquisition community, including superb insight into current and emerging Federal acquisition and business practices. Publications include:</p> <ul style="list-style-type: none"> <li>• <i>Acquisition Directions</i>™ <b>Advisory</b> –A monthly white paper providing an in-depth but concisely written discussion of a selected troublesome or opportunity-producing topic with analysis, assessments, and recommended best-practice application. Past <i>Advisories</i> include “Business Cases are Serious Business,” “Achieving Results with the New OMB Circular A-76,” and “Cutting-Edge Acquisition: Due Diligence.”</li> <li>• <i>Acquisition Directions</i>™ <b>Update</b> – A monthly summary of what’s important in the acquisition community and why. (Published 11 times per year.)</li> <li>• <i>Best Practice Reports and Special Reports</i> – Periodic reports that provide major analysis and discussion of key acquisition topics, covering issues, problems, reforms, policy changes, risks, and best-practice recommendations. Past reports have addressed issues such as “Strategies for Successful Federal Supply Schedule and Blanket Purchase Agreement Acquisitions,” “Making a Business Case for Information Technology Acquisitions,” and “Earned Value Management.” Our recent Special Report, “Building the Model for Acquisition Centers of</li> </ul>

<b>Virtual Acquisition Office<sup>1</sup>™ (VAO)</b>	
<b>Research Support</b>	<p>Excellence,” identifies 14 best practices in leading-edge public and private acquisition organizations.</p> <p>A highly regarded and key component of VAO, the on-call research service is just a phone call or e-mail away. Clients benefit from the unlimited on-call access to this inquiry service for questions, concerns, or requests for analysis that individually require up to four hours to complete. The wealth of expertise and experience within Acquisition Solutions and our access to key Federal officials enables us to achieve this four-hour response time. Each subscription allows for up to two individuals within an organization to submit questions to our research service.</p>
<b>QuickPulse™ Network</b>	<p>This voluntary program, open only to VAO clients, is designed to collect and share information among our client agencies and to “benchmark” how other agencies are handling the same difficult issues. This knowledge and understanding can be invaluable in effecting change within an organization ... or recognizing that change may not be needed.</p>
<b>Networking</b>	<p>A subscription to VAO includes attendance for two at our full-day annual conference; attendance for one at each of our periodic two-hour “Community of Practice” conference series events; and periodic events to facilitate networking and information exchange across the acquisition community.</p>
<b>Examples of Topics Covered</b>	<p>The following list is a representative sample of the thousands of acquisition topics that Acquisition Solutions has researched and written about. An index of the topics on which we have provided insight, advice, and perspective is provided on our Web site at <a href="http://www.acqsolinc.com/publications.html">http://www.acqsolinc.com/publications.html</a>.</p> <ul style="list-style-type: none"> <li>• Acquisition Centers of Excellence</li> <li>• Key players and their roles in acquisition</li> <li>• How Program Managers can conduct real market research</li> <li>• How to write a business case under Clinger-Cohen</li> <li>• Use of Statements of Objectives for performance-based contracting</li> <li>• Metrics used in procurement offices for improving performance</li> <li>• Transforming legacy contracts into performance-based contracts</li> <li>• OMB Circular A-11: Driving to Performance-Based Budgeting</li> </ul>

**GSA Price Sheet for Applied Learning Online (ALO) Software**

SIN: 132-32 Term Software Licenses

Part Number	SIN	Product Name	QTY	GSA Price (with IFF of .75%)
ALO10	132-32	ALO Subscription	10 users	\$12,144
ALO25	132-32	ALO Subscription	25 Users	\$24,288
ALO50	132-32	ALO Subscription	50 Users	\$31,574
ALO75	132-32	ALO Subscription	75 Users	\$37,160
ALO100	132-32	ALO Subscription	100 Users	\$41,774
ALO500	132-32	ALO Subscription	500 Users	\$112,075
ALOADD1	132-32	ALO Subscription: Each Additional Password beyond 100	1	\$185
ALOADD2	132-32	ALO Subscription: Each Additional Password beyond 500	1	\$175
ALO10U	132-32	ALO Subscription	10 users	\$12,144
ALO25U	132-32	ALO Subscription	25 Users	\$24,288
ALO50U	132-32	ALO Subscription	50 Users	\$31,574
ALO75U	132-32	ALO Subscription	75 Users	\$37,160
ALO100U	132-32	ALO Subscription	100 Users	\$41,774
ALO500U	132-32	ALO Subscription	500 Users	\$112,075
ALOADD1U	132-32	ALO Subscription: Each Additional Password beyond 100	1	\$185
ALOADD2U	132-32	ALO Subscription: Each Additional Password beyond 500	1	\$175

**GSA Price Sheet for Virtual Office Acquisition (VAO) Software**  
SIN: 132-32 Term Software Licenses

Part #	Description	GSA Price w IFF
<b>VAO ANNUAL LICENSES:</b>		
<b>Up to 2 Inquiry Seats</b>		
VAO	1 Up to 25 Passwords	\$34,496.32
VAO	2 Up to 50 Passwords	\$44,495.25
VAO	3 Up to 75 Passwords	\$52,744.81
VAO	4 Up to 100 Passwords	\$59,493.65
<b>Up to 4 Inquiry Seats</b>		
VAO	5 Up to 25 Passwords	\$54,494.18
VAO	6 Up to 50 Passwords	\$64,493.12
VAO	7 Up to 75 Passwords	\$72,742.68
VAO	8 Up to 100 Passwords	\$79,491.52
<b>Up to 6 Inquiry Seats</b>		
VAO	9 Up to 25 Passwords	\$74,492.05
VAO	10 Up to 50 Passwords	\$84,490.99
VAO	11 Up to 75 Passwords	\$92,740.55
VAO	12 Up to 100 Passwords	\$99,489.39
<b>Up to 8 Inquiry Seats</b>		
VAO	13 Up to 25 Passwords	\$94,489.92
VAO	14 Up to 50 Passwords	\$104,488.85
VAO	15 Up to 75 Passwords	\$112,738.41
VAO	16 Up to 100 Passwords	\$119,487.25
<b>Up to 10 Inquiry Seats</b>		
VAO	17 Up to 25 Passwords	\$114,487.79
VAO	18 Up to 50 Passwords	\$124,486.72
VAO	19 Up to 75 Passwords	\$132,736.28
VAO	20 Up to 100 Passwords	\$139,485.12
<b>ADDITIONAL INQUIRY SEAT</b>		\$10,000
Add-on option for Virtual Acquisition Office™ subscription packages: Additional Inquiry Points of Contact (POC) to submit an unlimited number of acquisition-related research requests: \$10,000/POC/year		
<b>ADDITIONAL PASSWORD</b>		\$270
Add-on option for Virtual Acquisition Office™ subscription packages of 100 passwords or more: Additional passwords to the Virtual Acquisition Office™ service: \$270/password/year		

Footnote: 1. VAO is not sold in quantities less than 2 inquiry seats and 25 passwords.  
2. ASI Government is the manufacturer

## SIN 132-51 IT PROFESSIONAL SERVICES

	<b>Labor Category</b>	<b>GSA Hourly Rate w/IFF</b>
1	Program Manager	\$257.11
2	Project Manager	\$205.68
3	Senior Consultant	\$190.26
4	Consultant	\$154.27
5	Senior System Developer	\$138.83
6	System Developer	\$128.56
7	Integrator/Implementor	\$102.83
8	Program Support Specialist	\$56.56

## ASI Government Labor Category Descriptions

Applying expert acquisition knowledge and experience, along with methodologies inherent with innovation and business process redesign, Acquisition Solutions is bringing knowledge management and supporting information technology tools and products to significantly streamline and the improve the results of the Federal acquisition process. Acquisition Solutions identifies best practices, translates them into reliable information technology tools and products, and implements these enabling tools and techniques that significantly improve the performance, cost-effectiveness, quality, and customer satisfaction of the acquisition process.

As experts in the application of IT to Federal acquisition processes, we understand and can leverage the opportunities for automation that are possible within the existing acquisition framework. Our information technology solutions streamline and eliminate non-value-added activities and provide software tools and enabling technology that is responsive to business needs, yet compliant with the complex Federal acquisition regulatory environment. In developing and designing new acquisition support tools, we provide the full range of services, including benchmarking and business case analysis to identify, document, and justify cost savings or investment cost, as well as conducting the business process reengineering so essential to improvement and achievement of the tangible benefits associated with prospective process redesigns. We then design and develop the information technology tools using proven design and development methodologies, applying rigorous program management oversight to ensure the end product is delivered on time and within budget and that it meets all performance parameters. Finally, applying change and change management techniques with the workforce, we ensure that the enabling information technology products produce the planned benefits in reality.

### Labor Category Descriptions

#### **1. Program Manager (\$257.11)** (formerly called Partner)

Functional Responsibility: Responsible for overall management of the contract; development/review and enforcement of policies and procedures; determination of staffing levels; assurance that contract is performed in compliance with all Government regulations and policies; establishment, measurement, and maintenance of contract goals, performance objectives and work standards; determination of the techniques, methodologies, and standards to be employed in conduct of company business.

Minimum Experience: Twenty (20) years of related experience.

Minimum Education: Bachelor degree

#### **2. Project Manager (\$205.68)** (formerly called Principal)

Functional Responsibility: Serves as leader for a delivery order and assists the Program Manager in interfacing with the client Program Manager, Contracting Officer, Contracting Officer's Representative, and customer agency representatives. Applies project management skills and specialized functional and technical expertise to guide project teams in delivering information-system-based acquisition and business solutions. Performs day-to-day management of project activities, and organizes, directs, and coordinates the planning and production of project deliverables. Demonstrates strong written and oral communication skills. Develops and coordinates project team schedules and is accountable for timeliness and quality of technical solutions and other deliverables. May perform the functions of the Program Manager during brief absences.

Minimum Experience: Fifteen (15) years of related experience.

Minimum Education: Bachelor degree.

#### **3. Senior Consultant (\$190.26)** (formerly called Sr. Subject Matter Expert)

Category Description: Often a corporate officer, leader, or director with many years of experience and a recognized expert in a technical discipline (e.g., computer security, network engineering, etc.) and functional

domain (e.g., finance, personnel, acquisition etc.). Often has an advanced degree and is a recognized leader in the field. Produces and/or reviews substantive, complex technical documentation. Documents include, but are not limited to, business case analysis, systems design, systems architecture, feasibility studies, systems and functional specifications. Develops systems test methodology, plans, and procedures. Monitors and guides implementation of the systems test program.

Minimum Experience: This position requires ten (15) years of related experience.

Minimum Education: Bachelor degree.

**4. Consultant (\$154.27)** (formerly called Subject Matter Expert)

Category Description: An expert in both a technical discipline (e.g., computer security, network engineering, etc.) and functional domain (e.g., finance, personnel, acquisition etc.). Performs systems engineering and/or requirements development and validation of assigned information technology based systems. Plans the effort, develops/approves development/implementation plans and schedules. Performs systems design activities (e.g., requirements definition/engineering/allocation, architecture design/evaluation/trade-off analyses, interface design). Provides inputs to systems test methodology, plans, and procedures. Monitors and guides implementation of the systems test program. Responsible for systems design, product functionality, and compliance with requirements for assigned efforts.

Minimum Experience: This position requires seven (7) years of related experience.

Minimum Education: Bachelor degree.

**5. Senior System Developer (\$138.83)** (Formerly called Researcher)

Category Description: Develops software system architectures. Plans assigned effort; develops, designs, and schedules assigned work in accordance with overall system architecture design, schedule, and guidelines. Assigns work to subordinate development team members. Employs detailed knowledge of the software development process, tools and techniques, operating systems, and current technologies in providing technical assistance to design and development teams. Monitors progress and productivity through use of metrics. Integrates developed and COTS software components/products into the final product. Responsible for the quality and compliance of assigned deliverables with requirements. Develops systems test methodology, plans, and procedures. Monitors and guides implementation of the system test program. Responsible for maintaining competency in current software development processes, design technologies, methodologies, architectures and tools. Responsible for mentoring less senior software architecture personnel.

Minimum Experience: Six (6) years of related experience.

Minimum Education: Bachelor degree.

**6. System Developer (\$128.56)** (formerly called Senior Specialist)

Category Description: Develops information technology products with minimal direction. Implements advanced solutions based on requirements specifications. Plans assigned effort. Performs design, development, testing, integration, and documentation tasks as a part of a development team. Responsible for the quality and compliance of deliverables with requirements. Responsible for maintaining competence in applicable development technologies and tools to address task requirements.

Minimum Experience: Seven (7) years of related experience.

Minimum Education: Bachelor degree.

**7. Integrator/Implementer (\$102.83)** (formerly called Specialist/Technician)

Category Description: Performs systems integration of assigned elements of the assigned computer-based systems. Performs systems design activities (e.g., requirements definition/engineering/allocation, architecture design/evaluation/trade-off analyses, interface design). Installs and configures information technology software and systems. Provides inputs to systems test methodology, plans, and procedures.

Minimum Experience: This position requires four (4) year of related experience.

Minimum Education: Bachelor degree.

**8. Program Support Specialist (\$56.56)** (formerly called Administrative Support)

Category Description: Assists Program/Project manager in performing administrative functions for the team. Schedules meetings. Produces documents. Coordinates printing requirements. Keeps project records as needed by more senior personnel.

Minimum Experience: This position requires two (2) years of related experience.

Minimum Education: High school degree

Footnotes:

1. Experience exceeding the minimum shown in each labor category description may be substituted for education. Likewise, education exceeding the minimums shown in each labor category may be substituted for Experience.
2. Program Support Specialists are non-professional and are offered only as incidental to and used solely to support IT services and products and cannot be purchased separately.