The Contract was awarded under the cooperative purchasing program and disaster recovery for the awarded SIN: 54151S.

Special Item Number 54151S: Information Technology Professional Services

Volpe Information Technology Group, Inc.
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MULTIPLE AWARD SCHEDULE

Contract Number: GS-35F-535GA
MOD PS 0013

BUSINESS SIZE: SMALL

Period Covered by Contract: July 11, 2017 through July 10, 2022
General Services Administration
Federal Acquisition Service

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSAAdvantage!®, a menu-driven database system.
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Customer Information

1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.
   Special Item Number 54151S Information Technology Professional Services
   Special Item Number Order Level Material

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
   See Approved GSA Pricing

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.
   Hourly rates are applicable. See page 11.

2. Maximum order.
   $500,000

3. Minimum order.
   $100

4. Geographic coverage.
   The Geographic Scope of Contract will be domestic.

5. Point of production.
   Same as company address

6. Discount from list prices or statement of net price.
   Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts.
   2% for task orders over $250,000,00

8. Prompt payment terms.
   0% - net 30 days from receipt of invoice or date of acceptance, whichever is later.

9a. The Government purchase Card will be accepted for payment on orders below the micro-purchase threshold.

9b. The Government purchase Card will be accepted for payment on orders above the micro-purchase threshold.
10. Foreign items.
   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.

11a. Time of delivery.
   **SPECIAL ITEM NUMBER**  **DELIVERY TIME (Days ARO)**
   54151S As Negotiated

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
   *As negotiated on the task order level.*

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
   *As negotiated on the task order level.*

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.
   *As negotiated on the task order level.*

12. F.O.B. point.
   **Destination**

13a. Ordering address.
   *Same as company address*

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address.
   *Same as company address*

15. Warranty provision.

16. Export packing charges, if applicable.
   *Not Applicable*

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
   *None*

18. Terms and conditions of rental, maintenance, and repair are not applicable.

19. Terms and conditions of installation are not applicable.
20. Terms and conditions of repair parts are not applicable.

20a. Terms and conditions for any other services. See critical information section for SIN specific warranty information.

21. List of service and distribution points: Same as listed.

22. List of participating dealers is not applicable.

23. Preventive maintenance is not applicable.

24a. Special attributes such as environmental attributes are not applicable.

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/. www.volpegroup.com

25. Data Universal Number System (DUNS) number: 054243521; Cage Code 7S7B8

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.
Terms And Conditions Applicable To SIN 54151S

1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
      (1) Cancel the stop-work order; or
      (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
   b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
      (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
      (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
   c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
   d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY
   Subject to security regulations, the ordering activity shall permit Contractor access to all facilities
necessary to perform the requisite IT Professional Services.

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST
   a. Definitions.
      “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
      “Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
      An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.
   b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

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

12. PAYMENTS
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING
   a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
   b. Pricing for all IT Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
      The following is an example of the manner in which the description of a commercial job title should be presented:
      EXAMPLE: Commercial Job Title: System Engineer
      Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.
      Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.
      Minimum Education: Bachelor’s Degree in Computer Science
## GSA Pricing

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<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>GSA Price</th>
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<tr>
<td>54151S</td>
<td>Subject Matter Expert</td>
<td>$151.00</td>
</tr>
<tr>
<td>54151S</td>
<td>Consultant</td>
<td>$135.90</td>
</tr>
<tr>
<td>54151S</td>
<td>Program Manager</td>
<td>$110.73</td>
</tr>
<tr>
<td>54151S</td>
<td>Project Manager</td>
<td>$107.81</td>
</tr>
<tr>
<td>54151S</td>
<td>Senior Information Security Analyst</td>
<td>$107.81</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Security Analyst</td>
<td>$95.08</td>
</tr>
<tr>
<td>54151S</td>
<td>Jr. Information Security Analyst</td>
<td>$90.86</td>
</tr>
<tr>
<td>54151S</td>
<td>Secure Software Engineer</td>
<td>$99.28</td>
</tr>
<tr>
<td>54151S</td>
<td>Junior Secure Software Engineer</td>
<td>$75.50</td>
</tr>
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Labor Category Descriptions

**Job Title:** Subject Matter Expert  
**Functional Responsibilities:** Serves as an experienced consultant supporting large projects providing individual subject matter expertise. Performs Research, collection, collation and compilation of data, and preparation of inputs into larger reports. Prepares finished products for review by team leader or higher level analysts. Interfaces with external entities to collect data. Uses and/or develops computer tools to facilitate analysis tasks. Prepare and present briefings.  
**Minimum Education:** BA/BS or equivalent  
**Minimum/General Experience:** Minimum 8 years highly specialized IT experience.

**Job Title:** Consultant  
**Functional Responsibilities:** Review complex data and computer systems and find inefficiencies, analyze weaknesses or security threats. Research and develop new and innovative solutions to problems. Analyze issues, security threats or problems and make decisions on how to proceed. Analyze an organization’s IT structure and make recommendations to senior management on improvement. Work with a large teams and company liaisons to implement complex solutions. Present findings and recommendations to customer organization and to their own management. Exhibit strong communications skills and attention to detail while communicating with team members and customers.  
**Minimum Education:** BA/BS  
**Minimum/General Experience:** Minimum 8 years experience in IT consulting.

**Job Title:** Program Manager  
**Functional Responsibilities:** Set the overall direction and strategy for a group of information technology projects. Coordinate technical teams working on multiple related projects by communicating strategy to project managers. Work with senior IT management to ensure project goals align with corporate and/or agency strategy. Establish budgets and allocate resources to individuals teams. Eliminate waste and reduce cost by coordinating technical resources across common projects. Perform business contract negotiations with clients as needed. Assist in employee recruitment, performance evaluation, promotion, retention and termination activities. Ensure that IT program deliverables meet quality standards and project requirements. Develop best practices in information technology to improve program performance. Organize technical job trainings and maintain training materials.  
**Minimum Education:** BA/BS  
**Minimum/General Experience:** Minimum of 5 years experience in IT project management. PMP certification preferred.

**Job Title:** Project Manager  
**Functional Responsibilities:** Define and clarify information technology project scope. Develop and maintain IT project plans for responsible projects. Develop and maintain the project schedule to ensure that IT contract deliverables are met to customer satisfaction. Develop policies and procedures to support the achievement of the IT project objectives. Identify, track, and mitigate information technology project risks.  
**Minimum Education:** BA/BS  
**Minimum/General Experience:** Minimum 3 years experience in IT project management. PMP certification preferred.
Job Title: Senior Information Security Analyst
**Functional Responsibilities:** Provides direction to the information security analyst and junior information security analysts. Research the latest information technology (IT) security trends. Assist with the development and implementation of the information security program. Develop security standards and best practices. Define information security policies. Recommend security enhancements to management or senior IT staff. Help computer users when they need to install or learn about new security products and procedures. Prepare reports that document security breaches and the extent of the damage caused by the breaches. Perform risk assessments and vulnerability assessment on information systems. Create and implement contingency/disaster recovery plans. Create and maintain system security plans. Establishes and implements security controls.

**Minimum Education:** BA/BS

**Minimum/General Experience:** Minimum 5 years experience in information security. CISSP or CISM certification preferred.

Job Title: Information Security Analyst
**Functional Responsibilities:** Works under the direction of the project manager and/or the senior information security analyst. Research the latest information technology (IT) security trends. Develop security standards and best practices. Define information security policies. Help computer users when they need to install or learn about new security products and procedures. Prepare reports that document security breaches and the extent of the damage caused by the breaches. Perform risk assessments and vulnerability assessment on information systems. Create and implement contingency/disaster recovery plans. Create and maintain system security plans. Establishes and implements security controls.

**Minimum Education:** BS/BA

**Minimum/General Experience:** Minimum 3 years experience in information security. CISSP certification preferred.

Job Title: Junior Information Security Analyst
**Functional Responsibilities:** Works under the direction of the project manager and/or the senior information security analyst. Research the latest information technology (IT) security trends. Develop security standards and best practices. Define information security policies. Help computer users when they need to install or learn about new security products and procedures. Prepare reports that document security breaches and the extent of the damage caused by the breaches. Perform risk assessments and vulnerability assessment on information systems. Create and implement contingency/disaster recovery plans. Create and maintain system security plans. Establishes and implements security controls.

**Minimum Education:** BS/BA or equivalent

**Minimum/General Experience:** Minimum 2 years experience in information security or a CISSP/Security + certification.
**Job Title:** Secure Software Engineer  
**Functional Responsibilities:** Works under the direction of the senior software engineer. Develops software solutions by studying information needs; conferring with users; studying systems flow, data usage, and work processes; investigating problem areas; following the software development lifecycle. Modify existing software to correct errors, allow it to adapt to new hardware, or to improve its performance. Documents and demonstrates solutions by developing documentation, flowcharts, layouts, diagrams, charts, code comments and clear code. Implement, test and operate advanced software security techniques in compliance with technical reference architecture. Perform on-going security testing and code review to improve software security. Prepares and installs solutions by determining and designing system specifications, standards, and programming. Updates job knowledge by studying state-of-the-art development tools, programming techniques, and computing equipment; participating in educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.  
**Minimum Education:** BA/BS or equivalent  
**Minimum/General Experience:** Minimum 3 year experience in software engineering.

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**Job Title:** Junior Secure Software Engineer  
**Functional Responsibilities:** Works under the direction of the senior software engineer and software engineer. Develops software solutions by studying information needs; conferring with users; studying systems flow, data usage, and work processes; investigating problem areas; following the software development lifecycle. Modify existing software to correct errors, allow it to adapt to new hardware, or to improve its performance. Documents and demonstrates solutions by developing documentation, flowcharts, layouts, diagrams, charts, code comments and clear code. Implement, test and operate advanced software security techniques in compliance with technical reference architecture. Perform on-going security testing and code review to improve software security. Updates job knowledge by studying state-of-the-art development tools, programming techniques, and computing equipment; participating in educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.  
**Minimum Education:** BA/BS or equivalent  
**Minimum/General Experience:** Minimum 2 years experience in software engineering or a B.S. in computer science or related discipline.