

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

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-51 Information Technology Professional Services

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Microcomputers
Application Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

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

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

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

NOTE: 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>.

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

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents

**LGB & Associates, Inc.
10400 Eaton Place, suite 130
Fairfax VA 22030
Telephone No. (703) 359-6950
FAX No. (703) 359-6951
www.lgb-inc.com**

Contract Number: GS-35F-0507K

Period Covered by Contract: July 5, 2000 through July 4, 2015

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PO00030, dated July 7, 2011

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

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information:

Ordering & Payment Address:
LGB & Associates, Inc.
10400 Eaton Place, Suite 130
Fairfax, VA. 22030

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

The following telephone number (s) can be used by ordering agencies to obtain technical and/or ordering assistance:

(703) 359-6950

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Contractor Establishment Code (DUNS): 87-955-6751

Block 30: Type of Contractor - A. Small Disadvantaged Business

Block 31: Woman-Owned Small Business - YES

Block 36: Contractor's Taxpayer Identification Number (TIN) – 54-1739097.

4a. CAGE Code: 1B8G6

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	As negotiated
132-32	30 Days
132-33	30 Days

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

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

- a. Prompt Payment: 0% - N/A days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity – Discounts of this nature can be negotiated on a case by case basis.
 - c. Dollar Volume – Discounts of this nature can be negotiated on a case by case basis.
 - d. Government Educational Institutions – None.
 - e. Discount for use of Government Commercial Credit Card – None.
 - f. Other – None.
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8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. Statement Concerning Availability of Export Packing: N/A.

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00 per order.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-51 - Information Technology (IT) Professional Services
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-32 – Term Software Licenses
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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.
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13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsadvantage.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.
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18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

None

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

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:

www.lgb-inc.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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


- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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



**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL
ITEM NUMBER 132-33)**

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 postacceptance 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.

BNA

The enclosed Software is provided "as is" without warranty of any kind (with the exception of the information listed below), either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Software, and any other accompanying materials.

BNA warrants the physical media (i.e., diskettes) on which the Software is furnished to be free from defects in materials and workmanship under normal use for a period of one year from the date of delivery to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state. Some states do not allow the limitation or exclusion of some warranties, so the above limitation may not apply to you.

Remedy: Replacement Disk.

Releases: During the term of the license, BNA, using its sole business discretion, may elect to update the software. For any such update released during the term, BNA will provide the customer with a copy of that update.

IxReveal

Warranty. IxReveal warrants that, for a period of 30 days after delivery, the original unmodified version of the Software, if operated properly, shall conform in all material respects with any program descriptions included in the Documentation. In the event Customer discovers any non-conformance by the Software with the above warranty (a "defect"), Customer agrees to provide IxReveal notice of such defect during the warranty period, and shall, upon IxReveal's request, provide such data and information regarding the defect as IxReveal may require to recreate the defect. Customer's sole and exclusive remedy and the entire liability of IxReveal and its suppliers under this limited warranty will be, at IxReveal or its service center's option, to use reasonable efforts to repair or replace the nonconforming Software, or (upon return of the Software and all copies made hereunder to IxReveal upon request) to refund the license fees actually paid to IxReveal for the Software. In the event IxReveal elects to repair or replace the non-conforming Software and the Software remains non-conforming, IxReveal shall refund the license fees actually paid to IxReveal for the Software. In no event does IxReveal warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.

Restrictions. IxReveal shall not be responsible for (i) unreported defects, (ii) defects caused by misuse or abuse of the Software, (iii) defects caused by use of the Software with hardware or software other than that approved by IxReveal for use with the Software, or for (iv) Changes made other than by IxReveal or (v) to any software or programming delivered after the initial Installation of the Software (it being understood that in the event the parties agree that IxReveal is to provide additional software, any warranties applicable thereto will have to be agreed to by IxReveal in writing). IxReveal provides no warranties whatsoever with respect to Third Party Software, or other

software or equipment provided by third parties, and Customer shall be limited to the warranties provided by third-party licensors or manufacturers with respect to third-party software or equipment that may be provided by IxReveal.

DISCLAIMER. EXCEPT AS PROVIDED IN SECTION 7.1 ABOVE, IXREVEAL SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE SOFTWARE OR OTHER DELIVERABLE, THEIR CHARACTERISTICS, QUALITY, OR VALUE, THE CUSTOMER AND SOFTWARE SUPPORT TO BE PROVIDED HEREUNDER, OR THE RESULTS TO BE ACHIEVED OR DERIVED FROM USE OF THE SOFTWARE OR OTHER DELIVERABLE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

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

BNA

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-477-2822 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 am to 7 pm EST.

IxReveal

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 904 421 7388 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 0900-1700 Eastern Time, and may be extended by special arrangement

4. SOFTWARE MAINTENANCE

X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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

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

Software Maintenance as a product is billed at the time of purchase.

IxReveal

In Scope Software Maintenance Activities for purposes of this Agreement,

In Scope Software maintenance shall include the following:

IxReveal will provide the Software Support Services described below with respect to the unmodified, baseline Software as originally delivered by IxReveal and as updated by IxReveal Upgrades (as defined below) provided under this Agreement (the "Baseline Software"). Unless otherwise specified, IxReveal

will provide Baseline Support Services only with respect to the two (2) most current Releases of the Baseline Software. Performance of the Baseline Support Services is expressly conditioned upon (i) timely payment of all amounts due for all preceding Terms and the then current Term, and (ii) Customer's incorporating each Upgrade into the Software within one hundred eighty (180) days after receiving the Upgrade from IxReveal.

(a) The Baseline Support Services are as follows:

IxReveal will correct any material deviation of the Baseline Software from its technical documentation (an "ERROR"). If Customer comes to believe that the Baseline Software contains an Error, Customer will inform IxReveal in writing, in accordance with IxReveal's reporting procedures, describing the alleged Error in sufficient detail to allow IxReveal to recreate it. IxReveal will respond after receiving the request, and will provide assistance to Customer with respect to the Error. IxReveal will correct any error in the Baseline Software by either (at IxReveal's sole election) providing corrected code to Customer or by correcting the Error in the next subsequent Upgrade to the Baseline Software.

(b) IxReveal will provide toll-free telephone support for the Baseline Software to Customer's Primary Contact and Alternate Contact during the Principal Period of Maintenance. The toll-free telephone support is only for Errors in the Baseline Software; it is not a help desk function. Help desk service is available separately on a time and materials basis.

(c) IxReveal will provide, at no charge to Customer, any upgrade to the Software that IxReveal makes generally available at no charge to its other licensees. "Upgrades" are new Versions and Releases of the Software. A new "Version" is a major enhancement to, or next generation of, the Software that adds substantial new features or other significant changes. A new "Release" means a software upgrade that adds new features and corrects Errors

(d) IxReveal will provide Customer with installation instructions for any upgrade that Customer and IxReveal mutually determine should be implemented. Customer acknowledges that the Baseline Support Services do not include any support of, upgrades to or other services related to any third party products

(e) If IxReveal determines that a reported problem is attributable to a cause other than a material deviation of the Baseline Software from its technical documentation, and Customer requests that IxReveal enhance the software, then Customer will pay for IxReveal's work on a time-and materials basis as provided in a Professional Services Agreement.

(f) Hours of coverage. For the maintenance covered by the foregoing subparagraphs, IxReveal will respond between the hours of 0800 and 1700 daily, U.S. banking holidays excepted. Coverage hours may be extended by special arrangement for short periods or through a separate Professional Services Agreement for extended periods.

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 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, the period of the term licenses 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 orders citing the new appropriation shall be required, if the term licenses 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 is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses 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 _____% 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. 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, 132-33)

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 AND 132-33)

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

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.

**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/EC 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. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 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 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, clause of this contract.

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) 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 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

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 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. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT 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 Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

LABOR CATEGORY DESCRIPTIONS

1. Commercial Job Title: Program Manager

Minimum/General Experience:

Ten years information technology experience, including five years of experience in a management or supervisory capacity, plus three years of experience in the functional area of the project to be managed. Organizes, directs, and coordinates planning and execution of all program/technical support activities. Has demonstrated information technology expertise and communications skills to be able to interface with all levels of management. Simultaneously plans and manages the transition of several highly technical projects. Establishes and alters (as necessary) management structure to effectively direct program/technical support activities. Meets and confers with Government management officials regarding the status of program/technical activities and problems, issues or conflicts regarding resolution.

Functional Responsibility:

Responsible for planning and executing a project. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the customer. Primary point of contact for the customer. Oversees all work and takes corrective action as necessary to ensure project success. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the project.

Minimum Education:

Bachelor's Degree in Computer Science

2. Commercial Job Title: Project Manager

Minimum/General Experience:

Eight years information technology experience, including three years of experience in a management or supervisory capacity, plus three years of experience in the functional area of the project to be managed. Directs completion of complex information technology tasks within estimated timeframe and budget constraints. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Interfaces with the Contractor's Program Manager as well as Government management personnel including, but not limited to, the Contracting Officer and the Contracting Officer's Technical Representative. Reports in writing and orally to contractor management and Government representative.

Functional Responsibility:

Responsible for planning and executing a project. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the customer. Primary point of contact for the customer. Oversees all work and takes corrective action as necessary to ensure project success. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the project.

Minimum Education:

Bachelor's Degree in Computer Science

3. Commercial Job Title: Database Management Specialist

Minimum/General Experience:

Four years of technical experience in administration, analysis, and programming of computerized databases. Competent to work in most phases of database management.

Functional Responsibility:

Under general direction, designs, implements, and maintains moderately complex databases with respect to the operating system, access methods, access time, device allocation, validation checks, organization, and statistical methods. Maintains database dictionaries and integrates system through database design.

Minimum Education:

Bachelor's Degree in Computer Science

4. Commercial Job Title: Network Engineer

Minimum/General Experience:

Three years of technical experience installing, maintaining, and managing Local Area Networks (LANs). Holds a current certification in LAN administration or engineering appropriate to the network environment being supported (e.g., Microsoft Certified System Engineer (MCSE)).

Functional Responsibility:

Responsible for acquisition, installation, maintenance, and usage of Microsoft systems. Determines best products to meet needs and presents results. Manages system performance and maintains system security. Installs network hardware and software. Evaluates, develops, and maintains telecommunications systems. Troubleshoots system problems. Establishes and implements system policies, procedures, and standards, and ensures their conformance with information systems objectives. Trains users on system operation. May perform network planning and engineering functions. May be responsible for both local and remote administration of networks. Has access to highly-technical and specialized OEM support, technical data, and software specific to the area of certification.

Minimum Education:

Associate's Degree in Computer Science with MCSE Certification

5. Commercial Job Title: Applications Systems Analyst/Programmer

Minimum/General Experience:

Six years of technical experience in applications software development, one of which is in systems analysis. Competent to work at a high technical level for all phases of applications systems analysis and programming activities

Functional Responsibility:

Works under general direction. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents programs. May be involved in related areas such as database design/management, evaluation of commercial off-the-shelf (COTS) products, and analysis of network hardware/software issues. May provide guidance to other systems analysts and programmers.

Minimum Education:

Bachelor's Degree in Computer Science

6. Commercial Job Information Specialist
Title:

Minimum/General Experience:

Five years of experience in a area of technology such as: Client/Server, data warehousing/data mining, Internet, Intranets/Extranets, communications network computing, object oriented development, or workflow/document management. Familiarity with Government or industry processes, procedures, standards, methodologies, or tools relative to the assignment.

Functional Responsibility:

Provides support in specialized technology areas that can include, but is not limited to, elements such as: research, studies, requirements/specifications definition, analysis, assessments, planning, acquisition, design, development, integration, testing, installation, performance tuning, deployment, or maintenance. Interfaces with users at various levels during the support process. Assists with strategic or tactical planning to justify, market, or manage the technology needed for successful business operations. Supports user training, as required. Contributes to or develops technical documentation. Contributes to technical presentations. Uses applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases to perform assigned tasks. Complies with the standards and organization requirements relative to specific assignments.

Minimum Education:

Associate's Degree in Information Services

7. Commercial Job Subject Matter Expert
Title:

Minimum/General Experience:

Eight years of experience in a area of technology such as: Client/Server, data warehousing/data mining, Internet, Intranets/Extranets, communications network computing, object oriented development, or workflow/document management. Experience with Government or industry processes, procedures, standards, methodologies, or tools relative to the assignment.

Functional Responsibility:

Provides experienced support in specialized technology areas that can include, but is not limited to, elements such as: research, studies, requirements/specifications definition, analysis, assessments, planning, acquisition, design, development, integration, testing, installation, performance tuning, deployment, or maintenance. Interfaces with users at various levels during the support process. Supports strategic or tactical planning to justify, market, or manage the technology needed for successful business operations. Provides user or subordinate training, as required. Develops technical documentation. Contributes to or provides technical presentations. Works with other disciplines as required, to achieve the best solution. Uses applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. Ensures compliance with the standards and organization requirements relative to specific assignments. May lead a technical project.

Minimum Education:

Bachelor's Degree in Information Technology

8. Commercial Job Title: Administrative Support

Minimum/General Experience:

One year of experience in general office practices. Proficiency with word processing, spreadsheets, database, and other office software.

Functional Responsibility:

Conducts a variety of clerical and other administrative tasks. Types correspondence and other documents and forms as directed. Maintains project files both manually and electronically. Maintains the calendar for the office staff. Plans and coordinates project meetings as directed. Makes travel arrangements for staff. Attends project meetings, recording meeting minutes and action items. Assists in the development of project reports and briefing, including writing initial drafts for review from notes and verbal direction and providing graphical representation of project status. Prepares budget, cost, and other spreadsheets. Provides word processing support as needed for data conversion, records or data management, and non-technical documentation.

Minimum Education:

High School diploma

9. Commercial Job Title: Network/Systems Administrator

Minimum/General Experience:

Four years experience that includes three years in a specialized area. Specialized experience includes: administrating UNIX, Windows NT, Novell systems and/or open systems. Optimizes system operations and resource utilization and performs system capacity analysis and planning. Provides assistance to users in accessing and using business/computer systems. Monitors and supports computer processing. Coordinates input, output, and file media. Distributes output and controls computer operation.

Functional Responsibility:

Supervises the monitoring of network facilities. Ensures high quality transmission on network. Directs testing and analysis of all elements of the network facility (including hardware, software, power, communications, lines, modems and terminals). Supervises testing and analysis of all elements of the network facilities (including software, power, communications machinery, lines, modems and terminals). Serves as key contact for remote locations and customers to obtain clarification of problems and provides resolution of system failures and degradations.

Minimum Education:

Associate's Degree in Computer Science

10. Commercial Job Title: Data Analyst

Minimum/General Experience:

Six years of technical experience in administration, analysis, and programming of computerized databases. Competent to work at a high level for all phases of data management.

Functional Responsibility:

Designs, implements, and maintains complex databases with respect to the operating system, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, guidelines, and statistical methods. Maintains database dictionaries, monitors standards and procedures, and integrates system through database design.

Minimum Education:

Bachelor's Degree in Computer Science

11. Commercial Job Title:	Information Engineer
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Minimum/General Experience:

Ten years overall Information Systems support experience that includes five years of direct related experience with technologies applicable to the current project requirements. Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement models consistent with the configuration information management guiding principles, cost savings, and open architecture objectives.

Functional Responsibility:

Analyzes information requirements. Evaluates, analytically and systematically, problems of workflow, organization, and planning and develops appropriate corrective action. Plans project coordination and management. Provides comprehensive definition of all aspects of development from analysis of mission needs to verification of system performance.

Minimum Education:

Bachelor's Degree in Computer Science

12. Commercial Job Title:	Functional Analyst
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Minimum/General Experience:

Six years experience that includes 3 years in a specialized area. Specialized experience includes: performing functional allocation to identify required tasks and their interrelationships. Provides technical assistance on complex projects. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time and form of desired results. Identifies resources required for each task. Demonstrates exceptional oral and written communication skills.

Functional Responsibility:

Responsible for identifying and documenting all specific functional requirements associated with implementing the application. Develops a comprehensive functional description of current and future system and process requirements through structured interviews, focus groups, documentation review and other data gathering techniques. Interfaces with technical personnel to identify specific system requirements and risks. Works directly with agency/organization functional staff members to identify specific application views and data requirements to ensure that the final system incorporates required functionality.

Minimum Education:

Bachelor's Degree in Information Management

13. Commercial Job Title: Documentation Specialist

Minimum/General Experience:

Two or more years of related experience.

Functional Responsibility:

Supports documentation activities such as technical writing illustrating, editing, proofreading, production, and quality control required for the preparation of technical documents, on-line help, and other interactive documentation.

Minimum Education:

Bachelors degree, English preferred, or equivalent experience.

14. Commercial Job Title: Computer Maintenance Technician

Minimum/General Experience:

One year of hands-on experience of PC and peripheral hardware and software support services activities.

Functional Responsibility:

Installs, maintains, modifies and repairs computer hardware and systems to ensure minimum downtime and maximum system availability according to manufacturer's specifications. Performs preventative maintenance and diagnostic tests of equipment and systems. Replaces defective components as required. Assists in the installation and modification of systems and peripherals. Compiles reports and conducts periodic inventory of supplies, tools and spare parts.

Minimum Education:

Associates degree or equivalent experience and training.

15. Commercial Job Title: Senior Computer Maintenance Technician

Minimum/General Experience:

Four years of experience PC and peripheral hardware and software support services activities.

Functional Responsibility:

Identifies and analyzes PC and associated peripheral equipment hardware and software problems. Installs, maintains, modifies and repairs computer hardware and systems to ensure minimum downtime and maximum system availability according to manufacturer's specifications. Performs preventative maintenance and diagnostic tests of equipment and systems. Assists in the installation and modification of systems and peripherals. Compiles reports and conducts periodic inventory of supplies, tools and spare parts.

Minimum Education:

Associates degree or equivalent experience and training.

LABOR CATEGORY PRICING

Labor Category	07/05/10 – 07/04/11 Rate	07/05/11 – 07/04/12 Rate	07/05/12 – 07/04/13 Rate	07/05/13 – 07/04/14 Rate	07/05/14 – 07/04/15 Rate	07/05/15 – 07/04/16 Rate
Program Manager	\$ 129.42	\$130.46	\$131.50	\$132.55	\$133.61	\$134.68
Project Manager	\$ 121.94	\$122.92	\$123.90	\$124.89	\$125.89	\$126.90
Database Management Specialist	\$ 119.31	\$120.26	\$121.23	\$122.20	\$123.17	\$124.16
Network Engineer	\$ 77.24	\$77.86	\$78.48	\$79.11	\$79.74	\$80.38
Applications Systems Analyst/Programmer	\$ 121.03	\$122.00	\$122.97	\$123.96	\$124.95	\$125.95
Information Specialist	\$ 77.76	\$78.38	\$79.01	\$79.64	\$80.28	\$80.92
Subject Matter Expert	\$ 161.57	\$162.86	\$164.17	\$165.48	\$166.80	\$168.14
Administrative Support	\$ 35.39	\$35.67	\$35.96	\$36.25	\$36.54	\$36.83
Network/Systems Administrator	\$ 63.84	\$64.35	\$64.87	\$65.38	\$65.91	\$66.43
Data Analyst	\$ 83.77	\$84.44	\$85.12	\$85.80	\$86.48	\$87.17
Information Engineer	\$ 62.06	\$62.56	\$63.06	\$63.56	\$64.07	\$64.58
Functional Analyst	\$ 131.24	\$132.29	\$133.35	\$134.42	\$135.49	\$136.57
Document Specialist	\$ 70.50	\$71.06	\$71.63	\$72.21	\$72.78	\$73.37
Computer Maintenance Technician	\$ 46.02	\$46.39	\$46.76	\$47.13	\$47.51	\$47.89
Senior Computer Maintenance Technician	\$ 56.77	\$58.94	\$59.41	\$59.88	\$60.36	\$60.85

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

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Li Garcia Ballard, phone number 703/359-6950, e-mail address lgbli@aol.com and fax number 703/359-6951.

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

Orders under a Team Arrangement are subject to terms and conditions 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 customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

BNA PRICING

SIN	Part No.	Product Description	GSA Price
132-32	CORP39	Corporate Tax Analyzer Base Product (Single-user)	\$ 2,640.53
132-32	CORP39-Renew	Corporate Tax Analyzer Base Product (Single-user) Renewal	\$ 1,371.81
132-32	BNAS89	Corporate Tax Analyzer - 1-9 Additional Licenses	\$ 1,075.36
132-32	BNAS89-Renew	Corporate Tax Analyzer - 1-9 Additional Licenses- Renewal	\$ 1,075.36
132-32	SWIT01	Income Tax Planner Base Product (Single-user)	\$ 277.53
132-32	SWIT01-Renew	Income Tax Planner Base Product (Renewal)	\$ 219.38

IxReveal Pricing

SIN	Part No.	Product Description	GSA Price
132-33	IX-P-20	IxReveal Intelligence N.x, [5GB Limit (1 Million Records)yr., up to 10 named users] per 1 Processor Value Unit (PVU)	\$ 906.76
132-33	IX-M-20	IxReveal N.x Software Annual Maintenance for IX-P-21 - Per PVU	\$ 181.35
132-33	IX-P-22	IxReveal Intelligence N.x, [6GB Limit (3 Million Records) yr. , up to 15 named users per] 1 Processor Value Unit (PVU)	\$ 994.84
132-33	IX-MI-21	IxReveal N.x Software Annual Maintenance for IX-P-21 - Per PVU	\$ 198.97
132-33	IXPM-22	IxReveal N.x Integration Configuration, [5GB, 4.4 Million Messages/yr limit); 300 seconds times out/6 messages concurrency] per core per PVU	\$ 357.88
132-33	IX-MM-24	IxReveal N.x Software Annual Maintenance for IX-PM-22 - Per PVU	\$ 71.58
132-33	IXPM-23	IxReveal N.x Integration Configuration, [(6GB, 5.2 Million Messages/yr limit); 300 seconds times out/6 messages concurrency per core] per Processor Value Unit (PVU).	\$ 394.04
132-33	IX-MM-25	IxReveal N.x Software Annual Maintenance for IX-PM-23 - Per PVU	\$ 78.81
132-33	IX-T-01	IxReveal Training 2 Days, Max 10 Students	\$ 5,006.63
132-33	IXEX-L-1	IxExpress Term 1 Year (Hardware/Software included). Limited to 3 named users, 2 million records: Hardware Dell PowerEdge R905 or equivalent) Software; IxReveal (3 Functions), SQL CAL, OS,	\$ 18,000.69
132-33	IXEX-L-2	IxExpress Term 3 Years (Hardware/Software included) Limited to 3 named users, 2 million records	\$ 54,002.99
132-33	IXEX-I-1	IxExpress Set Up (one time) includes 16 hours of set up support	\$ 5,000.14
132-33	IXEX-M-2	Additional Functionality Module Term 1 Year	\$ 2,500.07
132-33	IXEX-P-1	IxExpress Software License Limited to 3 named users, 2 million records	\$ 40,002.02
132-33	IXEX-M-1	IxExpress Annual Maintenance	\$ 8,000.40
132-33	IXEX-P-2	Additional Functionality Module ea	\$ 5,000.14
132-33	IXEX-MM-2	Additional Functionality Module ea Annual Maintenance	\$ 1,000.03
132-33	IX-UP-01	uReka 2.0 Enterprise Edition Single Tabs	\$ 31,183.70
132-33	IX-UP-02	uReka 2.0 Enterprise Edition Multiple Tabs	\$ 43,507.80
132-33	IX-UP-03	uReka 2.0 Enterprise Collaboration Modules Includes SharePoint 2007 / 2003 & Google Search Appliance integration	\$ 15,760.68
132-33	IX-UP-04	uReka 2.0 Social Network Package single processor. Includes Saving Links & Concepts to the uReka! Concept Bank, Adding, Changing and Deleting concepts in uReka! concept Bank, saving concepts to Server, Saving concepts to Desktop.	\$ 15,760.68
132-33	IX-UP-05	uReka 2.0 Configuration Package XML configurarion file to configure available functionality by server, Generate links to send uReka! concept bank to others	\$ 11,763.91
132-33	IX-UP-06	uReka 2.0 IxReveal Integration Modules Includes Export to IxReveal Concept Bank, Import from IxReveal Concept Bank	\$ 11,763.91
132-33	IX-UM-00	uReka 2.0 Enterprise Edition Single Tab Maintenance per year	\$ 6,236.74
132-33	IX-UM-01	uReka 2.0 Enterprise Edition Multiple Tabs Maintenance per year	\$ 8,701.56
132-33	IX-UM-02	uReka 2.0 Enterprise Collaboration Modules Maintenance per year	\$ 3,174.20
132-33	IX-UM-03	uReka 2.0 Social Network Package Maintenance per year	\$ 3,174.20
132-33	IX-UM-04	uReka 2.0 Configuration Package Maintenance per year	\$ 2,352.78
132-33	IX-UM-05	uReka 2.0 IxReveal Integration Modules Maintenance per year	\$ 2,352.78
132-33	IX-UT-01	uReka 2.0 User Training, web based, 1 day	\$ 2,013.87
132-33	IX-UPE-P-1	uReveal Professional Edition Limited to 10 named users, 2 million records	\$ 40,002.27
132-33	IX-UPE-M-1	uReveal Professional Edition Annual Maintenance	\$ 8,000.85