### AUTHORIZED FEDERAL ACQUISITION SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST

### GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

SIN 132-33, 132-33STLOC, 132-33RC - PERPETUAL SOFTWARE LICENSES

#### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE-(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 <a href="http://www.core.gov">http://www.core.gov</a>.

.

SIN 132-51, 132-51STLOC, 132-51RC - IT PROFESSIONAL SERVICES – FSC/PSC Classes D302 (Systems Development Services), D306 (Systems Analysis Services), and D311 (Data Conversion Services)

Strategic Technology Institute, Inc. 6000 Executive Blvd, Suite #205, Rockville, MD 20852 Phone: 301-770-7077

Corporate Website: <a href="https://www.sti-inc.com">www.sti-inc.com</a>
Product Website: <a href="https://www.cbratproject.com">www.cbratproject.com</a>

Contract Number: GS-35F-0446K

Period Covered by Contract: June 5, 2015 through June 4, 2020

**Option Year 3** 

General Services Administration Federal Acquisition Service

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

#### **TABLE OF CONTENTS**

Page (s)

1) INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS	
2) TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBERS 132-33, 132-33STLOC, 132 33RC)1	3
3)TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SPECIAL ITEM NUMBERS 132-51, 132-51STLOC, 132-51RC)	
4) USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT ROGRAMS	32
5) BEST VALUE-BLANKET PURCHASE AGREEMENT-FEDERAL ACQUISITION SERVICE SCHEDULE3	3
6) BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"	36
7) AUTHORIZED FAS IT SCHEDULE PRICELIST FOR THE TERM SOFTWARE LICENSES, PERPETUAL SOFTWARE LICENSES, MAINTENANCE OF SOFTWARE AND IT PROFESSIONAL SERVICES	

### 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 Supply 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 Service Schedules, and to report accomplishments against these goals.

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

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

For orders exceeding the micro purchase 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.

(Please ched	ck 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.
[ X ]	The Geographic Scope of Contract will be domestic delivery only.

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

**Ordering Address:** 

For EDI Orders:

Strategic Technology Institute, Inc. (STi)

Attn: Mr. Rakesh Chopra

6000 Executive Blvd. Suite #205

Rockville, MD 20852

Phone: (301) 770-7077 Ext 11
Email: rchopra@sti-inc.com

#### For Mailed Orders:

Strategic Technology Institute, Inc. (STi)

Attn: Mr. Rakesh Chopra

6000 Executive Blvd. Suite #205

Rockville, MD 20852

#### For Facsimile Orders:

Attn: Mr. Rakesh Chopra Facsimile: (301) 881-8488

#### **Payment Address:**

Strategic Technology Institute, Inc. (STi)

**Attn: Accounts Receivable** 

6000 Executive Blvd. Suite #205,

Rockville, MD 20852

STI is 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 activities to obtain technical and/or ordering assistance:

#### 301-770-7077

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

#### 3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: <u>15-363-7079</u>

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

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 52-1449891

4a. CAGE Code: OGB12

4b. Contractor <a href="has">has</a> 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	Normal Delivery	Expedited Delivery
132-33	10-30	5
132-51	*	*

<sup>\*132-51</sup> TBD based on client's requirement.

- b. **URGENT REQUIREMENTS:** When the Federal Supply Service 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: <u>0.5</u>% <u>10</u> days from receipt of invoice or date of acceptance, whichever is later
  - b. Quantity None
  - c. Dollar Volume 0.5% discount for Value above \$500,000
  - d. Government Educational Institutions None
  - e. Other None

#### 8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

#### 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

No Export Packing will be applicable

- **10. Small Requirements:** The minimum dollar value of orders to be issued is \$ 100.00.
- 11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

**Special Item Number 132-33 - Perpetual Software Licenses** 

**Special Item Number 132-51 – IT Professional Services** 

### 12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SERVICE SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
- **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.
- 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the

U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

#### 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

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

### 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (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 (I) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

#### 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 <a href="http://www.gsaadvantage.gov">http://www.gsaadvantage.gov</a>.

#### 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 Acquisition Service 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 Acquisition Service 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 Acquisition Service 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 Acquisition Service Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Acquisition Service Schedule; and
- (4) All clauses applicable to items not on the Federal Acquisition Service Schedule are included in the order.

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

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

#### 19. OVERSEAS ACTIVITIES

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

None

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

#### 20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

#### 21. CONTRACTOR TEAM ARRANGEMENTS

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

#### 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

#### 23. SECTION 508 COMPLIANCE.

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.sti-inc.com

The EIT standard can be found at: <a href="www.Section508.gov/">www.Section508.gov/</a>.

### 24. PRIME CONTRACTOR ORDERING FROM FEDERAL ACQUISITION SERVICE SCHEDULES.

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Acquisition Service 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 Acquisition Service 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 <a href="http://www.core.gov">http://www.core.gov</a>.

#### 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 PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33, 132-33STLOC, 132-33RC) OF GENERAL PURPOSECOMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

#### 1. INSPECTION/ACCEPTANCE

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

#### 2. GUARANTEE/WARRANTY

a. The contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

#### WARRANTY

This warranty is applicable for the following software products.

- Automated Information Tracking System (AITS)
- Resource Authorization Application (RA)
- Cost Benefit Risk Analysis Tool Project (C-BRAT™ Project)
- Cost Benefit Risk Analysis Tool Critical Infrastructure Protection (C-BRAT™ CIP)

Ninety (90) days from the date of invoice is considered as "Warranty Period" by Strategic Technology Institute, Inc on the software product. During this time period, Strategic Technology Institute, Inc warrants that, (i) the software product will perform substantially in accordance with the product's applicable functional specifications, and (ii) the electronic media on which the product is distributed is free from defects in materials and workmanship. As provided by Technology Institute, Inc., the above warranty applies to the English language version of the product only, and is expressly conditioned on your observance of the operating procedures set forth in the written materials accompanying the product. The above warranty shall not apply if the product has been misused or damaged in any respect or subject to any such activity.

STRATEGIC TECHNOLOGY INSTITUTE, INC DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR OPERATE UNINTERRUPTED OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STRATEGIC TECHNOLOGY INSTITUTE, INC DISCLAIMS ANY(IF ANY) AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### EXTENDED WARRANTY

Strategic Technology Institute, Inc. (STi) will provide "Extended Warranty" (Maintenance and Support) on its software products. Extended Warranty extends the provisions setforth in STi's "Warranty". Extended Warranty extends the software product warranty for the period that is purchased, commencing on the day after the last day of coverage under the "Warranty" for the Product. The Extended Warranty will be renewed annually and is based on 10% of the product price at the time of purchase.

This extended warranty extends only to the original purchaser of the product.

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

#### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 301-770-7077 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00AM to 5:00PM, Eastern Standard Time.

#### 4. MAINTENANCE OF SOFTWARE

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

Maintenance of Software 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, online 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.

Maintenance of Software as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package.

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. UTILIZATION LIMITATIONS - (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.
  - Software licenses are by site and by ordering activity. An ordering (2) 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.

#### 6. SOFTWARE CONVERSIONS - (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.

#### 7. 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.

#### a. Automated Information Tracking System (AITS)

#### What is AITS?

With AITS it is easy for multiple users to interface with each other without running into data redundancy or system performance issues. Information can be entered either by the user or by designated information entry personnel, while maintaining data accuracy. AITS is designed to extract, improve, and store large amounts of confidential, inventory, medical, accounting, timekeeping, etc. data for government agencies as well as private industries, where information security, rapid data access, and up to the minute updated information are important elements for a successful database. STi is constantly adding new features to its products and is fully capable of customizing AITS to fit for its client's needs. All this, of course, by utilizing the latest tools in the information technology field.

#### AITS Description

AITS is designed to serve as an effective tool to track and monitor information (background, security, medical, image, etc.) status of user and manager. This system is developed using the latest version of Oracle (11-i) to ensure proper multimedia data handling, excellent database design and great operating system support. AITS actually serves as an effective interface between many users and the managers. Its web-enabled interface utilizes Internet Explorer or Netscape Navigator, which enables authorized personnel and agencies to log on anywhere in the world.

Either the data can be entered by the user and the supervisor or could be downloaded from any existing database. The stored information can constantly be updated.

AITS provides several levels of security access. With its dual password and firewall protection, and state-of-the-art 128-bit encryption technology, data access from a seamless ORACLE™ database provides total programmatic security. It allows you access to project data in real time at the granted access level. The immediate supervisor controls the level of access. A user can access security information only for his security level. For example user can view the status of data they are responsible for, but they

cannot gain access to other data and status unless authorized. However, information regarding multiple cases can be made available to any one manager or vice versa.

#### **AITS Reports**

All AITS reports bear "For Official Use Only" in the bottom and "Confidential Reports" in the background on each page. Report headings include the selection criteria, date the report was generated, and station the report was generated at. STi's AITS provides Performance Reports that show total number of cases open, pending at the start of a selected time period. Total number of cases assigned during the time period, total number of cases closed or completed during the time period, and the end of the time period by category with totals. These reports can be generated showing the following customized information:

- The number of issues referred to management for a selected time
- period,
- The number of issues resolved by the management within a
- grouped location
- Audit reports by case on the most recent changes made to a case.
- Statistical reports
- Current case summary reports
- Case life summary reports
- Performance reports that contain total number of cases open.
- Total number of cases assigned, total number of cases pending,
- and total number of cases closed at the beginning and the end of a
- given period.
- Other custom reports

AITS can provide the capability to search by office, case number, case status, and/or employee status for a selected period of time. Once a case is closed, the system can generate a report of all the case items for the management review for approval.

#### Security

AITS provide several levels of security access. With its dual password and firewall protection, and state-of-the art 128-bit encryption technology, data access from a seamless ORACLE™ database provides total programmatic security.

#### **Hardware Requirements**

For Server ( Application Server)

Dual Core Xeon Processor 5050 2\*2MB Cache, 3,00GHz, 667MHz FSB.

RAM 1 GB minimum, 2 GB Recommended

HDD 40 GB free space for Oracle and 100MB for application software is required, Network Card with 1 GB Speed is required.

For Client

PC having Pentium Processor with 128 MB RAM Internet Connection with 256 kbps Speed

#### **Software Requirements**

For Server (Application Server)
Windows Server 2000/2003
Internet Information Server 5.0/6.0
Oracle 9i
Microsoft .NET Framework 1.1
For Client
Windows 2K/XP/NT
JInitiator Plug-in
JAVA VM
Web Browser (IE, Netscape etc)

#### b. Resource Authorization Application (RA)

#### What is RA?

The primary objective of the RA Application is to enhance the ability of Receiving Funding, Authorization of Funding, Allocation of Funding, Issue Funding and generating corresponding reports for the Budget Office.

The application allows the Budget Manager to put the fund received, in Address Authorization for the respective quarters. This amount will further be issued to different Authorized Managers. After receiving the funds, Budget Manager may specify Approved, Reserved, Supplemental, Re-program budget for budget codes BA, AG, SAG, SIC, STAR and EE. Budget Manager can allocate the fund for different items and then issue the budget to Managers in respective quarters. Application also enforces Limit to the issued amount with Limit Authorization.

#### **Advantages**

- Provide multi user environment and it is a character-based application.
- Improve the availability of the data being maintained
- Reduce the amount of manual activities
- Ensure web based access
- Improve access to data
- Protect the maintained data from unauthorized access
- Improve information exchange among users

#### **Process Flow**

In the RA Process first user will Login to the System. Their credential are verified by the system and they will redirect to a process for Authorization File creation process accordingly. Initially if there is no Authorization File then User will create new file, which can be reused on subsequent logins.

After Authorization File creation user will be allowed to do different Authorizations. During Address Authorization process user will create Authorization Name and also put fund for Authorization. Now different items and their details will be captured in Allocation Authorization. These items are then used in Normal Authorization for issuing funds in different Quarters. After Item creation, budget item details are created using Budget Authorization. These Budget Items are again used in Normal Authorization for

mentioning APF against different budget items. Different codes are created in Code Authorization, which are used in Reports. In Limit Authorization the user inputs limit details, which are subsequently used in Normal Authorization. Once all the abovementioned authorization are completed Normal Authorization comes into effect. After Normal Authorization different reports are generate.

#### **Different Processes**

Authorization Allocation: - In authorization allocation, funds are allocated in respective quarters for a particular item under Subhead and Mgt.

Authorization Budget: - In authorization budget, we specify Approved, Reserved, Supplemental, Reprogram budget for budget code BA, AG, SAG, SIC, STAR, EE.

Authorization Limit: - In Authorization Limit we specify Limitation Name, which is used to sequence limitations on authorization and reports, and total amount of limitations.

Authorization Address: In authorization Address there is a Default Authorization Name 'Control'. Here we put value for Total Authorization and Authorization in different quarters.

Authorization Codes: - In Authorization Codes we specify name of Code Group, Valid Code for Code Group and Description of the Valid Code to be used in reports.

*Normal Authorization*:- In Normal Authorization we specify Quarter Amount , Cumulative Amount , Budget Amount , Limits and Remarks that are Issued by Managers.

#### **Hardware and Software Requirements**

#### **Hardware Requirements**

For Server (RA Application Server)

Pentium processor IV, 2.66 GHz minimum. Pentium 3.0GHz/2MB Cache, 800MHz FSB is recommended.

RAM 1 GB minimum. (2 GB is recommended)

HDD 10 GB free space for SQL Server and 100MB for application software is required.

Network Card with 1 GB Speed is required.

For Client

PC having Pentium Processor with 256 MB RAM.

Internet Connection with 256 kbps Speed

#### **Software Requirements**

For Server (RA Application Server)
Windows Server 2000/2003
Internet Information Server 5.0/6.0
SQL Server 2000
Microsoft .NET Framework 1.1
For Client
Windows 2K/XP/NT
Microsoft .NET Framework 1.1
Web Browser (IE, Netscape etc)

Security

ASP.NET works in concert with the Microsoft .NET Framework and IIS to provide Web application security. Following three fundamental functions are performed to secure RA Application:

- Authentication: Assures that the user is, in fact, who the user claims to be. The
  application obtains credentials from a user and validates those credentials
  against some authority. If the credentials are valid, the entity that submitted the
  credentials is considered an authenticated identity.
- Authorization: Limits access rights by granting or denying specific permissions to an authenticated identity.
- Impersonation: Enables the ASP.NET application to execute in the context of an authenticated or anonymous user when the request is passed to the application from IIS. Access is then granted or denied based on the impersonated identity.

#### c. Cost Benefit Risk Analysis Tool - Project (C-BRAT™ Project)

C-BRAT<sup>™</sup> Project is STi's next generation project management solution. It gives businesses clear distinct competitive advantage of:

- Virtual project management
- Active quantitative risk assessment and mitigation
- State-of-the-art communication & collaboration
- Project cost-benefit analysis

C-BRAT<sup>™</sup> PROJECT is among today's most technologically advanced web-enabled project management and risk analysis products, featuring an industry exclusive: the available Quantitative Risk Evaluation System (QRES). QRES quantifies, integrates and mitigates any or all of six risk elements (corporate, technology implementation, technical, material, process, and equipment) along with any system generated or user defined risk issue of the project. Its online Earned Value Management System (EVMS) tracks cost and schedule risks of each task and integrates them to keep management informed of project's cost and schedule risks dynamically in just one click. The cost and schedule "S-Curves" quantifies your project's success probabilities in real-time. C-BRAT™ PROJECT dynamic GANTT charts provide task status, project critical path, and actual vs. baseline comparisons.

C-BRAT<sup>TM</sup> PROJECT effectively manages geographically diverse project teams, in real-time from one central location, with multi-user access. Its information is dynamic and is shared between executives, managers and team members for better project communication and control. The project information access is provided remotely via Internet in real time, which allows for better management control for distributed multi-tiered projects. The Program Manager controls the levels of access via an access control panel. Its warning system continuously updates and alerts the immediate manager about the project activities that are not performing as planned. The C-BRAT<sup>TM</sup> (Cost-Benefit Risk Analysis Tool) engine provides optimum risk mitigation strategies to management.

It allocates the contingency money to each task of the projects and sub-projects to optimize project success and allow for management to conduct what-if scenarios for contingency money allocation.

In addition to these innovative options, C-BRATTM PROJECT's renowned standard features include the power and performance of Oracle Database, Microsoft Project data import, project tree structure, task and resource information, resource leveling, assignment details, integrated project warning system and even integrated daily, weekly, or monthly resource time cards. Project data protection is provided via user authentication and 128-bit encryption.

### d. Cost Benefit Risk Analysis Tool – Critical Infrastructure Protection (C-BRAT™ CIP)

#### What is C-BRAT<sup>™</sup> CIP

The C-BRAT<sup>™</sup> CIP features an extremely powerful risk analysis engine that was designed to evaluate security risk of the National Aerospace System. This tool can be used for specific transportation system or services. The risk analysis uses targeted goals to provide optimum solutions for risk reduction activities.

C-BRAT<sup>™</sup> CIP Risk Classification

C-BRAT<sup>™</sup> CIP evaluates risk quantitatively, yet it has the capability to provide qualitative results. C-BRAT<sup>™</sup> CIP classifies risk in one of the following categories (These categories can be customized to meet specific need of any agency): Category I - Extremely High-Risk; Category II - High Risk; Category III - Moderate Risk; Category IV - Negligible Risk.

#### **C-BRAT<sup>TM</sup> Risk Attributes**

C-BRAT<sup>™</sup> CIP uses nine risk attributes (or elements) to assess the risk of a facility, specific transportation system or services. Each element risk is normalized between 0 and 1. The overall risk for a facility, specific transportation system or services is then calculated and scored between 0 and 1, and is a weighted average of each of the risk elements, incorporating the importance factor of the element in the specific operation to be evaluated. Risk for each element is calculated in a separate module, as described below. User may use one, all or any combination of risk attributes to conduct the analysis. Risk is calculated as the product of the vulnerability and criticality of each asset. The C-BRAT<sup>™</sup> CIP algorithm uses a probabilistic quantitative risk approach and considers the relationship between threats, countermeasures and

assets. A detailed discussion is presented later. The nine C-BRAT<sup>™</sup> CIP risk attributes are described below:

<u>Physical Security:</u> - Evaluates and quantifies security protection of human life, safeguarding of mission critical operational infrastructure and violation of system integrity either intentionally or unintentionally. Modules include Security of Personnel and Contracts, Limited Power System Security and Process Security.

<u>Personnel Security:</u> - Evaluates and quantifies the overall facility, specific transportation system or services impact of personnel accessibility to various areas of a facility. It determines the level of security clearances required (based on our Advanced Investigation Tracking System AITS) per each task to achieve optimum facility, specific transportation system or services security.

<u>Structural Security:</u> - Evaluates and quantifies total facility, specific transportation system or services against adverse physical damage and/or interruptions in order to preserve government assets. The module includes Blast effects and related process security.

<u>Power System Availability Risk:</u> - Provides a capability necessary to prevent the loss of overall facilities, specific transportation system or services (i.e. ARTCC) function(s) due to power outage. This includes Electrical Power, UPS, Power Conditioning Equipment, Power Generators, and related process security.

<u>Information (INFOSEC) Security</u>: - A composite of factors necessary to protect Federal Information Processing (FIP) systems and information processed by preventing exploitation through interception unauthorized electronic access and related technical intelligence threat and to ensure authenticity. Module includes data exchange between both ground-to-ground facilities and ground-to-air as well as related process security.

<u>Telecommunications (COMSEC) Security:</u> - System/Networks, services and concepts that constitute protective measures taken to deny unauthorized communication and to assure the authorization of such communication. This module includes Automated Data Equipment and Automated Voice Equipment and related process security.

<u>Environmental Impacts Risk:</u> - The probability that a natural event, system induced condition or associated human/system component occurrence will result in loss or decrease of any CIP capability. This module includes environmental risk associated with day-to-day activity, special events and related security process.

<u>Single Point Failure Risk:</u> - The probability that the failure of any part, component, or equipment within the CIP will result in the loss or reduction of any CIP functionality, out of specification or human error, etc.

<u>Maintenance Risk Index:</u> - The probability that the failure of any part, component, or equipment within the CIP will result in the loss or reduction of any CIP functionality, caused by lack of maintenance of unmanned facility, specific transportation infrastructure or services.

C-BRAT<sup>™</sup> CIP provides two key features to the user. First, it allows the user to conduct risk assessment of a facility, specific transportation system or services in three distinct areas. The user may choose one of three systems to conduct a risk analysis:

modifying the existing C-BRAT<sup>TM</sup> CIP facility, specific transportation system or services database, entering a risk assessment report and extracting data for C-BRAT<sup>TM</sup> CIP risk analysis, and independent assessment using an applicable AI-driven engine. Second, it provides a systematic quantitative way to conduct a cost- benefit risk analysis of any facility, specific transportation system or services in the CIP.

#### 8. RIGHT-TO-COPY PRICING

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

This license is granted only to you (ENTITY OR PERSON) and is your evidence of license to exercise the rights granted herein and must be retained by you. You are not permitted to use Strategic Technology Institute Inc. (STi) Software Product(s) or any related Application Programming Interface(s) (APIs) or any documentation relating thereto to develop any software product that is competitive with any STi Software Product(s). You may not copy STi's Software Product(s), except that you may either (a) make one copy of STi's Software Product(s) solely for backup or archival purposes, provided that STi's proprietary legends and copyright notices are reproduced on such copy, or (b) transfer STi's Software Product(s) to a single hard disk, provided that you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying STi's Software Product(s). You may, after written notification to and consent of STi store one (1) backup copy of STi's Software Product(s) at a thirdparty disaster recovery facility, provided that such third party agrees in writing to abide by the terms and conditions of this Agreement. You agree to maintain accurate records of the location of all copies, including archival copies, of STi's Software Product(s). You are not authorized to lease, rent, decompile, reverse-engineer, disassemble, publish or translate the results of benchmark tests of STi's Software Product(s). You may not use STi's Software Product(s) for service bureau work, for time-sharing arrangements or for the benefit of any third party. You agree to comply with the export laws and regulations of the United States to assure that STi's Software Product(s) is/are not exported, directly or indirectly, in violation of law. STi's Software Product(s) shall not be used in controlling the operation of equipment in any weapons systems, nuclear facilities, mass transit, aircraft navigation, communications or air traffic control, medical equipment or in any such other inherently dangerous application in which the failure of the products could lead personal injury or severe physical or environmental damage or even directly to death. Your use of third party software products supplied by STi for use with STi's Software Product(s), if any, shall be subject to the foregoing restrictions. You understand and agree that you will not use any such third party products in standalone mode or in combination with applications other than STi's Software Product(s).

## TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51, 132-51STLOC, 132-51RC)

#### 1. SCOPE

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

#### 2. PERFORMANCE INCENTIVES

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

#### 3. ORDER

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

#### 4. PERFORMANCE OF SERVICES

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

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### 6. INSPECTION OF SERVICES

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

#### 7. RESPONSIBILITIES OF THE CONTRACTOR

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

#### 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

#### 9. INDEPENDENT CONTRACTOR

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

#### 10. ORGANIZATIONAL CONFLICTS OF INTEREST

#### a. Definitions.

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

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

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

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

#### 11. INVOICES

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

#### 12. PAYMENTS

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

#### 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/EC SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51, 132-51STLOC, 132-51RC. 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.

#### **Skill Category Descriptions**

#### Program Manager (PM) -

Experience -

A PM position requires a minimum of ten years applicable IT experience in the particular area of work addressed by the contact. Broad IT and general engineering knowledge in the computer system project manangement fields with sufficient depth to evaluate complex system engineering problems and convert this information into discrete work packages suitable for employee assignments. Customer interface experience with a complete understanding of the policies, regulations, directives, instructions, and missions of the agency or business concerned are necessary. The ability to prepare written reports of various types, business letters, and government documents, as well as the preparation and delivery of verbal presentation at the senior executive/flag of ricer level is of major importance.

#### Functional Responsibility -

The ability to estimate the time requirements, skill level of workers needed, and the anticipated workload on a task by task basis as well as for the overall successful completion of a contact. The PM will define and obtain GFI necessary for the completion of the contract. An interpretation of customer requirements will be made so that an effective program plans, statements-of-work, and desired products are developed. The determination of the suitability of an end product before delivery to the customer is made. The daily interfaces with individuals within the customer's organization to assure those work efforts are proceeding on time and within budget.

Educational Requirements (minimum)

BS - engineering, computer science, or business management

MS - engineering, computer science, or business management

#### IT Scientist -

Experience -

A scientist possesses an extensive in depth knowledge of a particular field of physical or natural science, engineering, computer science, or mathematics. At least several years of experience directly related to the work assigned are required. Computer scientists are expected to perform independent research on complex problems leading to Practical solutions, which are applicable to the problem(s) under investigation. The preparation of reports, specifications, drawings, oral briefings, or computer programs in support of the research project is considered a part of the work effort.

Functional Responsibility -

Investigate assigned problems by performing literature searches via the Internet or use of government or university libraries. Maintain familiarity with both professional and industrial society proceedings and transactions, so that the latest materials may be applied to assigned research projects. Formulate viable problem solutions based upon these literature searches, statistical data analysis, and knowledge of the state-of-the-art in a particular field. Preparations of computer programs, which will resolve customer problems in decision theory, risk analyses, or cost benefit trade-off. Analysis of existing computer system identifying area of design improvement necessary for performance, reliability, safety, or maintainability. Re-engineering of computer equipment and software to improve efficiency, reliability, safety, or cost of ownership.

Education (minimum)-

PHD in area of specialty.

#### Senior IT Engineer Cat A-

Experience -

Ten or more years of progressive experience in information technology analyses. The ability to develop, implement and analyze hardware and software to improve performance or maintainability. The engineer position requires a qualified practitioner in computer system quality, reliability, safety, and mission assurance. Verbal and written communication skills are necessary. Must be capable of providing technical leadership and technical management.

Functional Responsibility -

Analyze computer relative systems to determine the system and components' functionality and performance. Compare these analyses to accepted aerating criteria and recommend design changes to bring the stress level with the criteria range. Apply a variety of commercially available computer packages in these analyses and interrupt the results in terms of design verifications or proposed change orders. Predict the life expectancy of product in service and propose design, maintenance, or logistics solution with which to maintain performance and increase useful life.

Education (minimum)-

BS in engineering, computer science and mathematics

MS in engineering, computer science and mathematics

#### Senior IT Engineer Cat Al -

Experience -

Eight or more years of progressive experience in system analysis in the areas of reliability, maintainability/testability, safety, and quality assurance. The ability to recommend engineering changes or piece part replacement to improve the products performance or useful life are required.

Functional Responsibility

Perform computer hardware and software failure mode and effects, worst case tolerance, and sneak circuit analyses on a variety of electronic, mechanical, and diagnostic assemblies. Predict the reliability and maintainability characteristics of these items. Utilize hazard analysis to identify system safety concerns and personal safety dangers. Technical program coordination and customer interface.

Education (minimum)

BS in engineering, computer science and mathematics

MS in engineering, computer science and mathematics

#### Junior IT Engineer Cat B-

Experience -

One or more years experience in software development and/or engineering analysis. Ability to use numerous available operating system, graphics, and analysis packages in a variety of applications to physical systems. The preparation of user friendly programs, written operational instructions and verbal briefing on attributes and application of the tool delivered or engineering analyses.

#### Functional Responsibilities-

With only broad product guidelines from the program manager, develop stand-alone software tools and/or analyses for individual customer requirements. Interface with user and operators during informal technical interchange meeting or formal design reviews to assure that the final product meet all expectations. Prepare program specifications, operating procedures, trouble-shooting routines, and training courses necessary to support the product when fielded. Brief management on the status, schedule, and problems associated with the on-going project.

Education (minimum)

BS - engineering or computer science

#### Junior IT Engineer Cat Bl -

Experience -

Knowledge of commonly used programming languages such as Oracle, JAVA, WORD, etc. and they're application or engineering. The ability to use these languages in developing separate modules utilized within the development of a tool or product. Verbal and written communications skills are required.

Functional Responsibilities-

Receives specific instructions and guidance from senior engineers or the program manager as to the input and output characteristic desired to meet system level requirements. Develops various functions within that particular module which will support the successful operations of the final product. Sufficient knowledge in decision theory, risk assessment, and statistical analysis are necessary to develop the functions and write the applicable code for the module under consideration.

Education (minimum)

BS - computer science or engineering

#### Jr. IT Eng Cat C -

Experience -

Some experience in computer system cost estimation, statistical analysis, and report writing and graphics preparation. A knowledge of the federal government budget and funding process with hands-on experience in the preparation of support materials. The ability to perform investment analysis and affordability studies in support of proposed acquisitions is required. Life cycle cost estimation addressing a wide variety of electrical, electronic, mechanical, and computer system leading to predictions of the total cost of ownership is a necessary skill. The incumbent must have the ability to prepare and present briefings at the senior executive/flag officer level as well as private industry corporate executives.

Education -

BS - engineering or computer science/Graphics arts

#### **Tech Assistant-**

Experience -

Some experience in the analysis of financial data analysis and the preparation of reports addressing budgets, capitol investment plans, and affordability is required. The preparation of charts, graphs, and tables suitable for use in budget requests, spend plans, and out year cost projections is a necessary part of the incumbent's experience. Verbal and written communication skills and office administration is required.

#### Functional Responsibilities-

Analyze financial data from existing systems and develop yearly support costs using computer software. Develop appropriate graphs or charts illustrating the yearly costs incurred and the out year trend. Cost estimates, obtained from various sources, are to be utilized in the determination of the acquisition cost and life cycle support cost estimates for new systems or for major modifications to existing installations. The preparation of reports, including charts, graphs, and tables, illustrating the comparison of existing systems versus proposed alternatives for use by management are necessary.

Education (minimum)

AA - business administration, finance, or economics

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

#### **PREAMBLE**

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and womenowned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

#### COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact (Rakesh Chopra, (301) 770-7077, rchopra@sti-inc.com, Fax number - 301-881-8488).

## BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SERVICE SCHEDULE

Ordering Activity	Date	Contr	actor	Date
Signatures				
This BPA will further de the need for repetitive, is to create a purchasin less.	individual purchas	es from the so	chedule cor	tract. The end result
Federal Supply Service costs such as: search for and the evaluation of o Service Schedule Contra 9.6.	or sources; the dev ffers. Teaming Ar	velopment of t rangements ar	echnical do e permitted	cuments, solicitations d with Federal Supply
In the spirit of the Feder (Contractor) enter into costs of acquiring comma Federal Supply Service	a cooperative agrenercial items from	eement to furtl the General S	her reduce	the administrative
(Insert Customer Name	)			

<b>BPA NUMBER</b>	

### (CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

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

Purchas	se Agr	reement (BPA) EXCLUSIVELY WI	H (ordering activity):
			dered under this BPA. All orders placed conditions of the contract, except as not
	MODE	EL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
(2)	 Delive	ery:	
	DEST	INATION	DELIVERY SCHEDULES / DATES
		ordering activity estimates, but do rough this agreement will be	es not guarantee, that the volume of
(4)	This E	BPA does not obligate any funds.	
(5) whiche			or at the end of the contract period,
(6)	The f	ollowing office(s) is hereby autho	rized to place orders under this BPA:
	OFFI(	CE	POINT OF CONTACT
(7) FAX, or	Order		via Electronic Data Interchange (EDI),
(8) by deliv minimu	ery ti	•	es under this BPA must be accompanied tain the following information as a
	(a)	Name of Contractor;	
	(b)	Contract Number;	
	(c)	BPA Number;	
	(d)	Model Number or National Stoo	k 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 Service 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 Service 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 Service Schedule contracts.

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

Participation in a Team Arrangement is limited to Federal Supply Service 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 Service Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Service Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

#### **AUTHORIZED FAS IT SCHEDULE PRICELIST**

Strategic Technology Institute, Inc. (STi)

### SPECIAL ITEM NUMBERS 132-51, 132-51STLOC, 132-51RC-IT PROFESSIONAL SERVICES

IT Proposal Annual Rate with 2% Escalation						
Labor Category	6/5/15 - 6/4/16	6/5/16 - 6/4/17	6/5/17 - 6/4/18	6/5/18 - 6/4/19	6/5/19 - 6/4/20	
Program Manager (PM)	\$162.36	\$165.61	\$168.92	\$172.30	\$175.74	
IT Scientist (Sct)	\$166.77	\$170.11	\$173.51	\$176.98	\$180.52	
Sr. IT Eng. I (Cat - A)	\$164.69	\$167.98	\$171.34	\$174.77	\$178.27	
Sr. IT Eng. II (Cat - A1)	\$139.42	\$142.21	\$145.05	\$147.95	\$150.91	
Jr. IT Eng I (Cat - B)	\$126.98	\$129.52	\$132.11	\$134.75	\$137.45	
Jr. IT Eng. II (Cat - B1)	\$99.94	\$101.94	\$103.98	\$106.06	\$108.18	
Jr. IT Eng. III (Cat - C)	\$91.22	\$93.04	\$94.91	\$96.80	\$98.74	
Technical Assistant (Tech)	\$49.08	\$50.06	\$51.06	\$52.08	\$53.13	

# Strategic Technology Institute, Inc. Authorized FAS IT Schedule Pricelist for Software Products and Maintenance

### 1. AUTOMATED INVESTIGATION TRACKING SYSTEM

#### Manufacturer Part/ Model Number:

AITSV2.1

Unit of Issue: Person Order Increment: 1 Standard Pack: 20 Time of Delivery: 1days

Pricing:

\$ 1934.40/Pack

#### Description:

AITS is designed to serve as an effective tool to track and monitor information (background, security, medical, image, etc.) status of user and manager. This system is developed using the latest version of Oracle (9-i) to ensure proper multimedia data handling, excellent database design and great operating system support. AITS actually serves as an effective interface between many users and the managers. Its web-enabled interface utilizes Internet Explorer or Netscape Navigator, which enables authorized personnel and agencies to log on anywhere in the world. Either the data can be entered by the user and the supervisor or could be downloaded from any existing database. The stored information can constantly be updated. AITS provides several levels of security access. With its dual password and firewall protection, and state-of-the-art 128-bit encryption technology, data access from a seamless ORACLE database provides total programmatic security.

### 2. C-BRAT CIP-CRITICAL INFRASTRUCTURE PROTECTION

#### Manufacturer Part/ Model Number:

C-BRAT CIP1.1

Unit of Issue: Unit less
Order Increment: 1

Standard Pack: 10 users Time of Delivery: 30 days Pricing: \$ 36,270.00/User

#### Description:

The C-BRAT CIP features an extremely powerful risk analysis engine that evaluates security risk along with the asset management capability for any Critical Infrastructure. The four C-BRAT CIP risk attributes are described: Physical Security: - Provide protection of human life, safeguarding of mission critical operational infrastructure and violation of system integrity either intentionally or unintentionally. Personnel Security: - Evaluates the overall infrastructure security impact of personnel accessibility to various areas of an infrastructure. It determines the level of security clearances required (based on background checks) per each task to achieve optimum infrastructure security. Power System Availability Risk: - Provides prevention of the loss of infrastructure function(s) due to power outage. Module includes Electrical Power, UPS, Power Conditioning Equipment, Power Generators and related process security.

\*\*The price listed for this product is for license only

#### 3. C-BRAT<sup>TM</sup> PROJECT

#### Manufacturer Part/ Model Number:

#### V2.1- SERVER

Unit of Issue: 1-3 user Order Increment: 1 Standard Pack: 1

Time of Delivery: 5 days

Pricing:

\$ 1934.40 / Per Seat

#### Description:

C-BRAT<sup>TM</sup> PROJECT is STi's next generation project management solution. It gives businesses clear distinct competitive advantage of: 1 Virtual project management 2 Active quantitative risk assessment and mitigation 3 State-of-the-art communication & collaboration 4 Project cost-benefit analysis C-BRAT PROJECT is among today's most technologically advanced web-enabled project management and risk analysis products, featuring an industry exclusive: the available Quantitative Risk Evaluation System (QRES). QRES quantifies, integrates and mitigates any or all of six risk elements (corporate, technology implementation, technical, material, process, and equipment) along with any system generated or user defined risk issue of the project. Its online Earned Value Management System (EVMS) tracks cost and schedule risks of each task and integrates them to keep management informed of project's cost and schedule risks dynamically in just one click.

#### 4. C-BRAT<sup>TM</sup> PROJECT

#### Manufacturer Part/ Model Number:

#### V2.1- SERVER UPTO 3 USERS

Unit of Issue: Per user Order Increment: 4-20

Standard Pack: 4

Time of Delivery: 5 days

Pricing:

\$ 1773.20/User

#### Description:

C-BRAT<sup>TM</sup> PROJECT is STi's next generation project management solution. It gives businesses clear distinct competitive advantage of: 1 Virtual project management 2 Active quantitative risk assessment and mitigation 3 State-of-the-art communication & collaboration 4 Project cost-benefit analysis C-BRAT PROJECT is among today's most technologically advanced web-enabled project management and risk analysis products, featuring an industry exclusive: the available Quantitative Risk Evaluation System (QRES). QRES quantifies, integrates and mitigates any or all of six risk elements (corporate, technology implementation, technical, material, process, and equipment) along with any system generated or user defined risk issue of the project. Its online Earned Value Management System (EVMS) tracks cost and schedule risks of each task and integrates them to keep management informed of project's cost and schedule risks dynamically in just one click.

#### **5.** C-BRAT<sup>TM</sup> PROJECT

#### Manufacturer Part/ Model Number:

#### V2.1- SERVER 4 to 20 users

Unit of Issue: Per Person

Order Increment: 1 Standard Pack: 20

Time of Delivery: 5 days

Pricing:

\$ 1692.60/User

#### Description:

C-BRAT<sup>TM</sup> PROJECT is STi's next generation project management solution. It gives businesses clear distinct competitive advantage of: 1 Virtual project management 2 Active quantitative risk assessment and mitigation 3 State-of-the-art communication & collaboration 4 Project cost-benefit analysis C-BRAT

PROJECT is among today's most technologically advanced web-enabled project management and risk analysis products, featuring an industry exclusive: the available Quantitative Risk Evaluation System (QRES). QRES quantifies, integrates and mitigates any or all of six risk elements (corporate, technology implementation, technical, material, process, and equipment) along with any system generated or user defined risk issue of the project. Its online Earned Value Management System (EVMS) tracks cost and schedule risks of each task and integrates them to keep management informed of project's cost and schedule risks dynamically in just one click.

#### 6. Resource Authorization (RA) Application

#### Manufacturer Part/ Model Number:

#### **RA V10.0**

Unit of Issue: N/A
Order Increment: 1
Standard Pack: 1

Time of Delivery: 10 days

Pricing:

\$ 1.5 Million/Annual License

#### Description:

RA Application is a single door which enhances Flight Budget Office of Naval Reserve Forces Command COMNAVRESFORCOMs ability to Receive Funding, Authorization of Funding, Allocation of Funding, Issue Funding and generates corresponding reports. RA application facilitates the Budget Managers to work on the funds and to obtain reports on the funds as desired. The system design utilizes web based multi-tier system architecture - Presentation Tier (Front End), Logical Tier (Middleware) and Data Tier (Back End).

By greatly inserting new technologies and features, this new version RA V10.0 is a more powerful and robust budget management tool. It provides easier and more flexible forecasting for more accurate budget updates to keep the budget fresh. It can quickly and easily track and report on budget execution and help in reviews of program performance and financial performance. The software tool's enhanced budget tracking and reporting allows budget management personnel to conduct a more accurate assessment of Planning, Programming, Budgeting, and Execution (PPBE) .The advanced edition accommodates an unlimited number of users.