

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

SIN 132 33 – Perpetual Software License

FSC/PSC Class 7030 ADP SOFTWARE • Application Software

SIN 132 34 – Maintenance of Software as a Service

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT • Maintenance of Software

SIN 132 51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC Class D302 IT AND TELECOM - SYSTEMS DEVELOPMENT

- Systems Development Services

FSC/PSC Class D306 IT AND TELECOM - SYSTEMS ANALYSIS

- Systems Analysis Services

FSC/PSC Class D307 IT AND TELECOM - IT STRATEGY AND ARCHITECTURE

- Automated Information Systems Services

FSC/PSC Class D308 IT AND TELECOM - PROGRAMMING

- Programming Services

FSC/PSC Class D310 IT AND TELECOM - CYBER SECURITY AND DATA BACKUP

- Backup and Security Services

FSC/PSC Class D311 IT AND TELECOM - DATA CONVERSION

- Data Conversion Services

FSC/PSC Class D313 IT AND TELECOM - COMPUTER AIDED DESIGN/COMPUTER AIDED
MANUFACTURING (CAD/CAM)

- Computer Aided Design Services

FSC/PSC Class D317 IT AND TELECOM - WEB-BASED SUBSCRIPTION

- Creation/Retrieval of IT Related Data Services

- Creation/Retrieval of Other Information Services

FSC/PSC Class D399 IT AND TELECOM - OTHER IT AND TELECOMMUNICATIONS

- Other Information Technology Services, Not Elsewhere Classified

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.

Note 2: Offers and Agencies are advised that Group 70 – Information and 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 performed by the publisher or manufacturer or one of their authorized agents.

Novetta, Inc.
7921 Jones Branch Drive, Suite 500
McLean, Virginia 22102
(571) 282-3000
www.novetta.com

Contract Number: GS-35F-0068M

Period Covered By Contract: November 13, 2001 through November 12, 2016

Pricelist current through Modification P0-0027 dated February 18, 2016.

General Services Administration Federal Acquisition Service

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address for GSA *Advantage!*® is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

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CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s): SIN 132 33 – See Page 18; 132 34 – See Page 18 and 132 51 – See Page 18.

1b. Identification of the lowest priced model number: Not applicable.

1c. Labor Categories: See Page 12.

2. Maximum Order: The Maximum Order for SINS 132 33, 132 34 and 132 51 is \$500,000.

3. Minimum Order: The minimum dollar value of orders to be issued is \$100.00.

4. Geographic Coverage (delivery area): The Geographic Scope of the Contract is domestic and overseas delivery.

5. Point(s) of Production: Columbia Maryland, United States; McLean, Virginia, United States.

6. Discount from list prices or statement of net price: Prices shown are NET prices; basic discounts have been deducted.

7. Quantity Discounts: None.

8. Prompt Payment Terms: None. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: Accepted.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: The Contractor and the Ordering Activity may agree to use the purchase card for dollar amounts over the micro-purchase threshold.

10. Foreign Items (list items by country of origin): None.

11a. Time of Delivery: SIN 132 33 – 30 Days ARO; SIN 132 34 – 30 Days ARO; SIN 132 51 – As agreed upon between Contractor and Ordering Activity.

11b. Expedited Delivery: Items available for expedited delivery are noted in this price list.

11c. Overnight and 2-day Delivery: The Ordering Activity may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements: The Ordering Activity may contact the Contractor to affect a faster delivery if available.

12. F.O.B. Point(s): Destination.

13a. Ordering Address(es): Novetta Inc, 7921 Jones Branch Drive, Suite 500, McLean, Virginia 22102.

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

14. Payment Address(es) : Novetta Inc, 12021 Sunset Hills Road, Suite 400, Reston, Virginia 20190.

15. Warranty Provision: See page 5.

16. Export Packing Charges, if applicable: None.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): The Contractor and the Ordering Activity may agree to use the purchase card for dollar amounts over the micro-purchase threshold.

18. Terms and conditions of rental, maintenance, and repair (if applicable): Not applicable.

19. Terms and conditions of installation (if applicable): Not applicable.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not applicable.

20a. Terms and conditions for any other services (if applicable): Not applicable.

21. List of service and distribution points (if applicable): Not applicable.

22. List of participating dealers (if applicable): Not applicable.

23. Preventive maintenance (if applicable): Not applicable.

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): None.

24b. Section 508: Not applicable.

25. Data Universal Number System (DUNS) number: 806595047.

26. Notification regarding registration in Central Contractor Registration (CCR) database: The Contractor has registered with the Central Contractor Registration database through the System for Award Management.

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132 33) AND MAINTENANCE AS A SERVICE (SPECIAL
ITEM 132 34) OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Novetta warrants that Programs licensed to Licensee will operate substantially as described in the applicable program documentation for ninety (90) days following the date of delivery. Licensee must notify Novetta of any program warranty deficiency within ninety (90) days from the date of delivery.

Novetta does not guarantee that the Programs will function properly on operating systems or versions that become available after the date of this license, but will use commercially reasonable efforts to support newer operating systems.

NOVETTA DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT NOVETTA WILL CORRECT ALL PROGRAM ERRORS. NOVETTA ASSUMES NO RESPONSIBILITY FOR ANY INSTALLATION NOT COMPLETED BY NOVETTA AND MAKES NO REPRESENTATIONS ABOUT ANY INFORMATION IDENTIFIED OR OTHERWISE PROVIDED BY ANY PROGRAMS OR SERVICES. IT IS THE SOLE RESPONSIBILITY OF THE END USER TO VERIFY ALL OUTPUT FROM PROGRAMS BEFORE RELYING ON THE RESULTS.

THE PROGRAMS ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR TESTED FOR USE IN HIGH-RISK ACTIVITIES. NOVETTA SHALL NOT HAVE ANY LIABILITY FOR, AND CUSTOMER SHALL INDEMNIFY AND HOLD NOVETTA HARMLESS FOR ALL LOSS, DAMAGE, EXPENSE OR LIABILITY, IN CONNECTION WITH THE USE OF PROGRAMS IN ANY HIGH-RISK ACTIVITY WHERE THE FAILURE OF THE PROGRAMS TO OPERATE CORRECTLY COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF ACCURACY OF INFORMATIONAL CONTENT, WARRANTIES OF ACCURACY OF PROCESSING, AND WARRANTIES OF

SYSTEM INTEGRATION. NOVETTA SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES TO THE FULLEST EXTENT ALLOWED BY LAW.

FOR ANY BREACH OF THE ABOVE WARRANTIES, LICENSEE'S EXCLUSIVE REMEDY, AND NOVETTA'S ENTIRE LIABILITY, SHALL BE AT NOVETTA'S OPTION, EITHER (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR (B) TERMINATION BY NOVETTA OF THE LICENSE AND A REFUND TO LICENSEE FOR FEES PAID FOR THE PROGRAMS LICENSE PLUS THE UNUSED PORTION OF ANY MAINTENANCE FEES.

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (301) 562-1900, ext. 252 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9AM to 5PM EST.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type):

_____ 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.

 X _____ 2. Software Maintenance as a Service (SIN 132-34)
Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

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

6. PERIODS OF MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. UTILIZATION LIMITATIONS - (SIN 132-33 AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 7.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.

8. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 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.

9. 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.

10. 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 Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering 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

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

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed 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 Professional 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

	CONTRACTOR LABOR CATEGORY	CONTRACTOR DESCRIPTION	CONTRACTOR QUALIFICATIONS	
			Base Levels	
			Education	Exp.
1	Staff Computer Scientist	<p>Minimum 20 years of diverse experience in industry or government. Must possess significant managerial experience and or unique technical skills.</p> <p>Functional Responsibility:</p> <ul style="list-style-type: none"> Analyzes extremely complex information technology systems and data and provides direction to principal staff members Manages customer's IT business area(s) with multiple programs and projects. Develops innovative solutions to advanced data mining and other algorithmic problems. Responsible for resolving technical problems of the severest difficulty. 	<p>Masters degree</p> <p>Bachelors degree</p>	<p>18 years</p> <p>20 Years</p>
2	Principal Computer Scientist	<p>At least thirteen years of technical or management experience in the design, development, and operation of complex information systems using state of the art techniques. The Principal Scientist should be considered by his/her peers as an expert in at least one of the following core areas: Algorithm Design, Mathematical Analysis, Complexity, Graph or Number Theory, Parallel Processing, Computer Graphics, Computer Vision, or Artificial Intelligence techniques.</p> <p>Functional Responsibility:</p>	<p>Masters degree</p> <p>Bachelors degree</p>	<p>13 Years</p> <p>15 Years</p>

	CONTRACTOR LABOR CATEGORY	CONTRACTOR DESCRIPTION	CONTRACTOR QUALIFICATIONS	
		<ul style="list-style-type: none"> • Designs sophisticated and original algorithms and IT systems to process massive data sets. • Performs complexity and scalability assessments of existing IT systems, and identifies opportunities for the application of advanced Computer Science solutions to improve the systems. • Is responsible for acting in a supervisory capacity to Senior Scientists and Scientists, as well as managing subcontractor and vendor performance. 		
3	Senior Computer Scientist II	<p>At least eight years of technical, analytic, or management experience. A demonstrated history of notable achievement, combined with superior communication and/or management skills. The Senior Scientist II has project experience in at least one of the following areas: Algorithm Design, Mathematical Analysis, Complexity, Graph or Number Theory, Parallel Processing, Computer Graphics, Computer Vision, or Artificial Intelligence techniques.</p> <p>Functional Responsibility:</p> <ul style="list-style-type: none"> • Leads the implementation of sophisticated and original algorithms and IT systems to process massive data sets. • Participates in complexity and scalability assessments of existing IT systems, and identifies opportunities for the application of advanced Computer Science solutions to improve the systems. • Is responsible for acting in a supervisory and mentoring capacity to lower tier Scientists, as well as assessing subcontractor and vendor performance. 	<p>Masters degree</p> <p>Bachelors degree</p> <p>High School/G ED</p>	<p>8 Years</p> <p>10 Years</p> <p>12 Years</p>
4	Senior Computer Scientist I	<p>At least three years of technical, analytic, or management experience. The Senior Scientist I has project experience in at least one of the following areas: Algorithm Design, Mathematical Analysis, Complexity,</p>	Masters Degree	3 Years



CONTRACTOR LABOR CATEGORY		CONTRACTOR DESCRIPTION	CONTRACTOR QUALIFICATIONS	
		<p>Graph or Number Theory, Parallel Processing, Computer Graphics, Computer Vision, or Artificial Intelligence techniques.</p> <p>Functional Responsibility:</p> <ul style="list-style-type: none"> • Participates in the implementation of sophisticated and original algorithms and IT systems to process massive data sets. • Supports complexity and scalability assessments of existing IT systems, through code analysis and instrumentation, and supports the identification of opportunities for the application of advanced Computer Science solutions to improve the systems. • Uses software such as C++, Perl, Python, MPI, Linda, to implement algorithmically complex information processing projects. 	<p>Bachelors degree</p> <p>5 Years</p> <p>High School/G ED</p> <p>8 Years</p>	
5	Computer Scientist	<p>Entry-level position for technical staff with education or training in Computer Science theory and practice, including: Algorithm Design, Mathematical Analysis, Complexity, Graph or Number Theory, Parallel Processing, Computer Graphics, Computer Vision, or Artificial Intelligence techniques.</p> <p>Functional Responsibility:</p> <ul style="list-style-type: none"> • Performs programming, code refactoring, systems operations, or design under the supervision of a more senior staff member. • Uses software such as C++, Perl, Python, MPI, Linda, to implement algorithmically complex information processing projects. • Supports preparation of project documentation. 	<p>Bachelors degree</p> <p>4 Years</p> <p>High School/G ED</p>	
6	Technical Support Specialist	<p>Entry-level position supporting security administration functions, help desk support or other technical support tasks.</p> <p>Functional Responsibility:</p>		

	CONTRACTOR LABOR CATEGORY	CONTRACTOR DESCRIPTION	CONTRACTOR QUALIFICATIONS	
		<ul style="list-style-type: none"> • Routine assignments under the guidance or a more senior, experienced technical employee. • Performs repeatable analyses and assessments; assists with less complex deliverables development and systems design • Classified document control, publication distribution, classification management and processing • Support the operation of a help desk. 	High School/G ED	
7	Intelligence Analyst II	<p>Extensive experience in the identification, analysis, and reporting of vulnerabilities and worldwide threats to IT assets, and operations.</p> <p>Functional Responsibility: Leads the production of computer threat analyses, reports, special studies, and briefings. Leads research on computer threat related topics and foreign political and economic trade analysis. Advises and supports in developing methodology pertaining to computer threat, analysis techniques, models, procedures, and data management.</p>	<p>Masters Degree</p> <p>Bachelors degree</p> <p>High School/G ED</p>	<p>4 Years</p> <p>8 Years</p>
8	Subject Matter Expert II	<p>A Subject Matter Expert is a highly skilled individual who has acknowledged unique or uncommon technical, scientific, business, and/or functional expertise in specific domain areas that are essential for the performance of a particular task. Such individuals should possess capabilities that are not available under other labor categories.</p> <p>Functional Responsibility: Provides technical leadership, direction, and strategic skills in support of complex information technology tasks that require unique or uncommon levels of expertise related to specific functional subject matter. Ensures that work within area of responsibility is complete, meets customer requirements, and is of high quality.</p>	<p>PhD</p> <p>Masters degree</p> <p>Bachelors degree</p>	<p>3 Years</p> <p>6 Years</p> <p>8 Years</p>
9	Subject Matter Expert I	<p>A Subject Matter Expert is a highly skilled individual who has acknowledged unique or uncommon technical, scientific, business, and/or functional expertise in specific domain areas that are essential for the performance of a particular task. Such individuals should possess capabilities that are not available under other labor categories.</p>	<p>PhD</p> <p>Masters degree</p> <p>Bachelors degree</p>	<p>3 Years</p> <p>5 Years</p>

	CONTRACTOR LABOR CATEGORY	CONTRACTOR DESCRIPTION	CONTRACTOR QUALIFICATIONS	
		<p>Functional Responsibility: Provides technical leadership, direction, and strategic skills in support of complex information technology tasks that require unique or uncommon levels of expertise related to specific functional subject matter. Ensures that work within area of responsibility is complete, meets customer requirements, and is of high quality.</p>		
10	Systems Engineer II	<p>A Systems Engineer is a highly skilled multi-disciplinary engineering professional, agile in both technical and operational environments. The Systems Engineer is fluent in areas such as: Database architecture, implementation and optimization; Web and browser-based technologies and integration; Computer system architecture and implementation; Networking and Communications.</p> <p>Functional Responsibility: Responsible for the architecture and implementation of complex network, database, and computer systems capable of supporting enterprise-wide or large-scale information systems. Designs and implements information architectures to include software, networks, and hardware the can scaleable interface with legacy and future systems. Performs COTS vs. custom tradeoff analyses, and leverages Open Standards to create robust information exploitation solutions.</p>	<p>Masters degree</p> <p>Bachelors degree</p> <p>High School/G ED</p>	<p>4 Years</p> <p>6 Years</p> <p>8 Years</p>
11	Systems Engineer I	<p>A Systems Engineer is a highly skilled multi-disciplinary engineering professional, agile in both technical and operational environments. The Systems Engineer is fluent in areas such as: Database architecture, implementation and optimization; Web and browser-based technologies and integration; Computer system architecture and implementation; Networking and Communications.</p> <p>Functional Responsibility: Responsible for the architecture and implementation of complex network, database, and computer systems capable of supporting enterprise-wide or large-scale information systems. Designs and implements information architectures to include software, networks, and hardware the can scaleable interface with legacy and future systems. Performs COTS vs. custom tradeoff</p>	<p>Masters degree</p> <p>Bachelors degree</p> <p>High School/G ED</p>	<p>2 Years</p> <p>4 Years</p>

	CONTRACTOR LABOR CATEGORY	CONTRACTOR DESCRIPTION	CONTRACTOR QUALIFICATIONS	
		analyses, and leverages Open Standards to create robust information exploitation solutions.		
12	Principal Engineer/Analyst	<p>At least fifteen years of technical or management experience in the design, development, and operation of complex information systems. The Principal Engineer/Analyst should be considered by her peers as an expert in at least one of the following core areas: Computer System Architecture and Engineering; Software Engineering; Data Processing, Exploitation, Quality, and Integrity; Algorithm Development; Knowledge Engineering; Data Acquisition and Fusion; Supercomputers and/or Parallel systems; System Development Management; Systems Integration;</p> <p>Functional Responsibility:</p> <ul style="list-style-type: none"> Independently leads the design and development of technically complex information processing projects, and communicates interim and final results via verbal presentations, technical reports, and documentation. Provides leadership to other engineers and analysts on the program team. Performs requirements analyses, system design, life cycle management, technology assessment, software development, data source evaluation, and design and implementation of information exploitation processes and systems. Leads the use of software such as C++, Perl, Python, ArcInfo, SQL, Java, or VisualLinks to implement information processing projects. 	<p>Masters degree</p> <p>Bachelors degree</p>	<p>15 Years</p> <p>17 Years</p>
13	Senior Engineer/Analyst	At least five years of technical, analytic, or management experience. This position requires a demonstrated history of notable achievement, combined with superior communication and/or management skills. The Senior Engineer/Analyst has project experience in at least one of the following areas: Software Engineering; Data	Masters degree	5 Years

CONTRACTOR LABOR CATEGORY		CONTRACTOR DESCRIPTION	CONTRACTOR QUALIFICATIONS	
		Processing, Exploitation, Quality, and Integrity; Algorithm Development; Data Acquisition and Fusion; Supercomputers and/or Parallel systems; Systems Integration; Functional Responsibility: <ul style="list-style-type: none"> • Applies his professional experience to execute varied and possibly complex information engineering, information analysis, and operational tasks requiring general supervision. • Uses software such as C++, Perl, Python, ArcInfo, SQL, Java, or VisualLinks to implement information processing projects. • Leads moderate-sized information processing or software engineering tasks by exploiting thorough experience and knowledge of the art and practice of Data Analysis or Computer Systems solutions. 	Bachelors degree	8 Years
14	Engineer/Analyst	Entry-level position for technical staff with education in technical, analytic, or linguistic fields. Functional Responsibility: <ul style="list-style-type: none"> • Performs programming, data analysis, operations, or design under the supervision of a more senior staff member. • Uses software such as C++, Perl, Python, SQL, ArcInfo, Java, or VisualLinks to implement information processing projects. • The Engineer/Analyst's experience or education has made him knowledgeable in one or more of the specialties in the project area. • Supports preparation of project documentation. 	Bachelors degree Associates Degree	2 Years

Novetta Inc.
Labor Rate Pricing Matrix,GS-35F-0068M
“Fully Loaded” Labor Category Rates

Labor Category Offered	Government Site Rates Effective 11/13/2011	Contractor Site Rates Effective 11/13/2011
Staff Computer Scientist	\$286.99	\$330.32
Principal Computer Scientist	\$203.43	\$239.09
Senior Computer Scientist II	\$168.71	\$198.17
Senior Computer Scientist I	\$142.60	\$164.14
Computer Scientist	\$96.74	\$114.44
Subject Matter Expert II	\$167.61	\$192.90
Subject Matter Expert I	\$131.99	\$151.94
Technical Support Specialist	\$73.68	\$84.95
Intelligence Analyst II	\$127.70	\$147.04
Systems Engineer II	\$157.37	\$177.36
Systems Engineer I	\$121.01	\$139.33
Principal Engineer/Analyst	\$206.16	\$238.48
Senior Engineer/Analyst	\$158.75	\$190.74
Engineer/Analyst	\$93.51	\$127.13

All rates listed above include IFF

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.

Software and Maintenance under SINs 132 33 and 132 34

Product Number	Product Description	GSA Price with IFF
WPRO-25-PERP	WAREMAN Pro®-25-process pack -perpetual license	\$141,057.93
WPRO-50-PERP	WAREMAN Pro®-50-process pack -perpetual license	\$249,874.06
WPRO-25-MAINT	WAREMAN Pro® software maintenance, one year, for 25 processes	\$25,390.43
WPRO-50-MAINT	WAREMAN Pro® software maintenance, one year, for 50 processes	\$44,977.33

Novetta Entity Analytics (NEA)

(Effective November 15, 2015) Product	List Price/Node
Novetta Entity Analytics Dedicated 10-Node Perpetual Software License	\$806,045.34
Novetta Entity Analytics Multi-tenant Tier 1 Perpetual Software License	\$161,209.07
Novetta Entity Analytics Multi-tenant Tier 2 Perpetual Software License	\$201,511.34
Novetta Entity Analytics Multi-tenant Tier 3 Perpetual Software License	\$322,418.14
Novetta Entity Analytics Dedicated 10-Node Annual Maintenance and Support	\$483,627.20
Novetta Entity Analytics Multi-tenant Tier 1 Annual Support and Maintenance	\$40,302.27
Novetta Entity Analytics Multi-tenant Tier 2 Annual Support and Maintenance	\$64,483.63
Novetta Entity Analytics Multi-tenant Tier 3 Annual Support and Maintenance	\$96,725.44