

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

Special Item No. 132-51 and 132-5STLOC
Information Technology Professional Services

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.

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

INTERNATIONAL COMPUTING SYSTEMS, INC
4013 Williamsburg Court
Fairfax, VA 22032
TEL: 703.278.8255
FAX: 703.278.8387

Contract Number: GS-35F-0716M

Period Covered by Contract: 23 August 2002 – 22 August 2012

General Services Administration
Federal Acquisition Service

Incorporates all modifications as of PO-0009 dated 12-10-08

Products 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 <http://www.fss.gsa.gov/>

Table of Contents

Section	Page
Information for Ordering Offices Applicable to All Special Item Numbers	3
Terms & Conditions Applicable to IT Professional Services Special Item Numbers 132-51 and 132-51STLOC	9
Labor Category Title Pricing	14
Labor Category Descriptions	15
USA Commitment to Promote Small Business Participation Procurement Programs Preamble	21
Best Value Blanket Purchase Agreement Federal Acquisition Service Schedule	22
Basic Guidelines For Using “Contractor Team Arrangements”	25

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the **Federal Acquisition Service Schedules** Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the **Federal Acquisition 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.FAS.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the **Federal Acquisition Service** Home Page (www.FAS.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.

ICS's Geographic Scope of Contract will be domestic delivery only.

2. ICS ORDERING ADDRESS AND PAYMENT INFORMATION:

Attn: Dennis Lee, Program Manager
4013 Williamsburg Court
Fairfax, VA 22032
Tel: 703-278-8255 Fax: 703-278-8387

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will not** 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:

703-278-8255

3. LIABILITY FOR INJURY OR DAMAGE

ICS 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 ICS, unless such injury or damage is due to the fault or negligence of ICS.

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

Block 9: G. Order/Modification Under **Federal Acquisition Service Schedule**

Block 16: Data Universal Numbering System (DUNS) Number: **95-770-2863**

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

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business: No

Block 36: Contractor's Taxpayer Identification Number (TIN): **54-1856346**

4a. CAGE Code: 1HRW7

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51, 132-51STLOC	30 days

Expedited Delivery Times are negotiated between ICS and the ordering activity.

b. URGENT REQUIREMENTS: When the **Federal Acquisition 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 ICS for the purpose of obtaining

accelerated delivery. ICS shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by ICS in writing.) If ICS 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: None
- b. Quantity - None
- c. Dollar Volume-None
- d. Government Educational Institutions receive the same discounts as all other Government customers.
- 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: None

10. Small Requirements: The minimum dollar value of orders to be issued is \$200.00

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 Numbers 132-51 and 132-51STLOC - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL ACQUISITION 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 ICS.

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-FAS-370) (NOV 2001)

(a) **Security Clearances:** ICS 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: ICS may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

(c) Certifications, Licenses and Accreditations: As a commercial practice, ICS 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, ICS 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: ICS 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, ICS's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: ICS 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.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may

exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.FAS.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a **Federal 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 Acquisition Service 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 Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the **Federal 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 ICS.

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 ICS, the ordering activity may provide ICS 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 ICS'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 receive less than the prevailing wage rates as determined by the Secretary of Labor.

The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.icsconsulting.com

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 ICS 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) ICS 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, ICS 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 ICS gives written notice to the Contracting Officer, whichever period is longer.

(c) ICS 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. ICS shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SPECIAL ITEM NUMBERS 132-51 and 132-51STLOC)

1. SCOPE

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

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between ICS 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 ICS 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 ICS. 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. ICS shall commence performance of services on the date agreed to by ICS and the ordering activity.
- b. ICS agrees to render services only during normal working hours, unless otherwise agreed to by ICS 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 ICS 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 ICS 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 ICS, require ICS 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 ICS, 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 ICS 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 ICS, 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, ICS 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 ICS's cost properly allocable to, the performance of any part of this contract; and
- (2) ICS 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 ICS

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

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 ICS and its affiliates, may either (i) result in an unfair competitive advantage to ICS or its affiliates or (ii) impair ICS’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 ICS, 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

ICS, 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 ICS, 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 ICS 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.

LABOR CATEGORY TITLES PRICING/DESCRIPTIONS

Labor Category Titles	12/10/08-8/22/2009	8/23/2009-8/22/2010	8/23/2010-8/22/2011	8/23/2011-8/22/2012
Senior Systems Analyst/Programmer	64.00	66.24	68.55	70.95
Senior Web Developer	93.82	97.10	100.50	104.02
Systems Administrator	51.65	53.46	55.33	57.27
Systems Engineer	58.18	60.21	62.32	64.50
Database Engineer	41.19	42.63	44.12	45.67
Master IRM Analyst	99.07	102.54	106.13	109.84
Subject Matter Expert	93.85	97.13	100.53	104.05
Database Administrator	32.58	33.72	34.90	36.12

Labor Category Descriptions

SENIOR SYSTEMS ANALYST/PROGRAMMER

Minimum/General Experience: Five or more years network experience. Four or more years systems design and integration experience in large, diversified system projects including client server technologies. Programming, plans development, equipment installation and configuration, testing, and documentation experience within complex networked systems required. Knowledge of SQL, COTS and network OSS. Very good interpersonal, communications, analytical and organizational skills.

Functional Responsibility: Designs, develops, documents, and programs complex computer-based systems. Identifies customer needs and designs systems to meet specific customer requirements. Develops systems, moderate to complex technical interfaces, and associated functions within a heterogeneous network system environment. Defines critical project elements and timelines within system design and programming efforts. Prepares required reports and documentation. Provides quality assurance through contact with customers. Recommends quality improvements to ensure superior quality, high value solutions are delivered.

Minimum Education: BS computer science., info technology, or related area required; advanced degree preferred.

SENIOR WEB DEVELOPER

Minimum/General Experience: Four or more years experience of Web programming and publishing, WWW applications development, graphical design experience, testing, and documentation experience required. Good interpersonal communications and analytical skills. HTML, SGML, CGI, JAVA, Shockwave, C++ preferred.

Functional Responsibility: Designs, tests, programs, and documents web-page application programs which effectively support business operations. Works with technical specialists and management to design effective web-page graphics. Develops graphical presentations and edits and produces web pages to ensure all graphic representations are effective, clear, and accurate. Recommends graphic approaches to achieve desired results. Develops materials in conjunction with appropriate technical personnel to meet specific task requirements, prepares and edits materials to conform to accepted standard usage, develops charts, graphs, and tables using web-authoring software and develops and maintains files of all web-based designs. Identifies customer needs to meet specific customer requirements, develops or modifies web page programs, procedures and interfaces to other parts of system. Prepares required reports, forms, and documentation. Provides quality assurance through contact with customers.

Minimum Education: BS in computer science, information technology, or related area.

SYSTEMS ADMINISTRATOR

Minimum/General Experience: This position requires a minimum of 5 years experience.

Functional Responsibility: Supervises and manages the daily activities of configuration and operation of business/computer systems. Optimizes system operations and resource utilization and performs system capacity analysis and planning. Provides assistance to users in accessing and using business/computer systems. Monitors and supports computer processing. Coordinates input, output, and file media. Distributes output and controls computer operation.

Minimum Education: Specialized job related training or related BS degree preferred.

SYSTEMS ENGINEER

Minimum/General Experience: Five or more years network experience. Excellent knowledge of network operating systems, performance tuning software, and a variety of software and network applications. Wide range of network OS experience including UNIX and Windows NT, plus TCP/IP, network analyzer, e-mail, and Cisco router experience required with database experience highly preferred. Excellent analytical, interpersonal and oral and written communications skills. Previous systems engineering experience required.

Functional Responsibility: Supports clients in designing, developing, installing, testing, implementing, documenting, and managing local and wide area networks and provides systems engineering support. Identifies, analyzes and resolves highly complex network problems. Advises client personnel on LAN/WAN and installed software problems and solutions. Administers and supports network operating systems and processes, network management systems, infrastructure, workflow and other network applications, and WAN. Develops, administers and supports WWW servers and Internet gateways. Performs network debugging/analysis using network performance and tuning tools, and recommends solutions or fixes. Determines requirements and develops plans to ensure smooth installation and documentation of new software and applications. Tracks problems and advises management of trends in problems. Provides training for customers and technical advice to less senior SEs.

Minimum Education: BS/CS or related degree, appropriate certification (CNE, CBE, MSCE) required.

DATABASE ENGINEER

Minimum/General Experience: Five years or more of direct experience in data base management, development and systems analysis.

Functional Responsibility: The Database Analyst participates in the entire software development process, from the establishment and definition of requirements to implementation, acceptance, and maintenance. Participates in the design and development of database management systems (DBMS) at the highest level, and in defining system and subsystems. Provides leadership in problem solving, implementation practices, and selection of DBMS theory. Manages the software development process based on cost and personnel factors. Provides technical guidance to systems and applications programmers. Assists in reviewing computer database information software support systems and data requirements, as well as communication and response needs, and recommends operating systems and languages to support them.

Minimum Education: Bachelor's degree in Computer Sciences, Systems Analysis, Information Management, Software Engineering, Statistics, or Mathematics.

MASTER IRM ANALYST

Minimum/General Experience: Ten or more years network experience. Excellent knowledge of systems engineering and architecture, CASE and IEF, and a variety of software and network applications. Wide range of OS experience including UNIX and Windows NT required with database experience highly preferred. Excellent analytical, interpersonal, and oral and written communications skills.

Functional Responsibility: Provides systems engineering support to include identifying, analyzing, and resolving highly complex system problems, advising client personnel on software issues and solutions, designing systems architecture, systems and network operating systems and processes, management systems, infrastructure, workflow and applications. Tracks problems and advises management of more serious problems and of trends in problems. Provides training for customers on request and provides technical advice to less senior systems engineers.

Minimum Education: MS/CS or related degree

SUBJECT MATTER EXPERT

Minimum/General Experience: of ten years of directly related experience or publications, three (3) of which shall be within the last five (5) years.

Functional Responsibility: Subject Matter Experts shall be responsible for the design, implementation, and analysis of discrete elements of a program. Provide leadership and guidance to policy development, authorship of final reports, presentations to high level managers and Congress, and other program elements that require expertise. The Senior Consultant must be a recognized leader in his or her field.

Minimum Education: Bachelor's degree in a field related to his or her expertise.

DATABASE ADMINISTRATOR

Minimum/General Experience: Four or more years of experience related to the administration and planning of relational databases.

Functional Responsibility: Manages production of databases. Builds database tables, sets grants and permissions, and manages table_space. Formulates and implements policies and procedures for database management, security, maintenance and utilization. Counsels users concerning procedure, technical problems, and methodologies.

Minimum Education: Specialized job related_training or related BS_degree preferred.