

ARDENTMC

Managing Complexity.

**Authorized
General Services Administration
Federal Acquisition Service
MULTIPLE AWARD SCHEDULE (MAS)
Information Technology Equipment, Software,
and Services Schedule Pricelist**

Contract No. GS-35F-0212U



**Ardent Management Consulting, Inc.
1735 N. Lynn Street, Suite 710
Arlington, VA, 22209
Phone: 703-964-8010**

E-mail: contracts@ardentmc.com
<http://www.ardentmc.com>

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

Ardent Management Consulting, Inc. (ArdentMC) is a small business that delivers professional services with extensive experience in information technology implementation, geospatial analysis, cloud computing, strategic planning, and business process reengineering. ArdentMC has emerged as a leading consulting practice by supporting key Government and commercial clients. ArdentMC continues to grow by providing excellent, high value service. With extensive experience operating in multiple large commercial and Government entities, ArdentMC IT professionals combine competencies associated with process re-engineering and information technology solutions delivered with a sense of urgency and level of quality that exceeds customer expectations. ArdentMC’s expertise, which is proven in past performance with satisfied customers, delivers mission solutions through a shared passion and commitment to the success of our clients.

SPECIAL ITEM NUMBER (SIN)	FSC Class/FPDS Code	PRODUCTS/SERVICES
54151S – Information Technology Professional Services	FPDS Code D302 FPDS Code D306 FPDS Code D307 FPDS Code D308 FPDS Code D310 FPDS Code D311 FPDS Code D316 FPDS Code D317 FPDS Code D399	IT Systems Development Services IT Systems Analysis Services Automated Information Systems Design and Integration Services Programming Services IT Backup and Security Services IT Data Conversion Services IT Network Management Services Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services Other Information Technology Services, Not Elsewhere Classified
54151ECOM – Electronic Commerce	FSC/PSC Class D304	IT and Telecom – Telecommunications and Transmission

- Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
- Note 2: Offerors and Agencies are advised that the MAS Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
- Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Period Covered by Contract: January 25, 2008, through January 24, 2023

Pricelist current through *Mass Mod. A812 dated February 05, 2020*
with rates approved in *Modification PA-0026 dated January 25, 2017*.

Products and ordering information in this Authorized FAS Information Technology Pricelist are also available on the GSA *Advantage!* System. (<http://www.gsaadvantage.gov>)

CONTENTS

Information for Ordering Activities.....	5
1. Geographic Scope of Contract.....	5
2. Contractor’s Ordering Address and Payment Information	6
3. LIABILITY FOR INJURY OR DAMAGE.....	6
4. Statistical Data for Government Ordering Office Completion of Standard Form 279.....	6
5. FOB:.....	7
6. Delivery Schedule	7
7. Discounts:.....	8
8. Trade Agreements Act of 1979, as amended:.....	8
9. Statement Concerning Availability of Export Packing	8
10. Small Requirements	8
11. Maximum Order.....	8
12. Ordering Procedures for Federal Supply Schedule Contracts.....	8
13. Federal Information Technology/Telecommunication Standards Requirements	8
13.1 Federal Information Processing Standards Publications (FIPS PUBS)	9
13.2 Federal Telecommunication Standards (FED-STDS)	9
14. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2003).....	9
15. Contract Administration For Ordering Activities.....	10
16. GSA Advantage!.....	10
17. Purchase of Open Market Items	11
18. Contractor Commitments, Warranties and Representations	11
19. Overseas Activities.....	12
20. Blanket Purchase Agreements (BPAs).....	12
21. Contractor Team Arrangements	12
22. Installation, Deinstallation, Reinstallation.....	12
23. Section 508 Compliance.....	13
24. Prime Contractor Ordering from Federal Supply Schedules	13
25. Insurance—Work on A Government Installation (Jan 1997) (FAR 52.228-5).....	13
26. Software Interoperability.....	14
27. Advance Payments	14
Terms and Conditions Applicable to Information Technology Professional Services (SIN 54151S)	15
1. Scope.....	15
2. Performance Incentives I-FSS-60 Performance Incentives (April 2000)	15
3. Order	15
4. Performance of Services.....	15
5. Stop-Work Order (FAR 52.242-15) (AUG 1989)	16
6. Inspection of Services	17
7. Responsibilities of the Contractor	17
8. Responsibilities of the Ordering Activity	17
9. Independent Contractor	17
10. Organizational Conflicts of Interest	17
11. Invoices	18
12. Payments	18
13. Resumes	18
14. Incidental Support Costs	18
15. Approval of Subcontracts.....	19
16. Description of IT Services.....	19
Terms and Conditions Applicable to Electronic Commerce and Subscription Services (SIN 54151ECOM)	35
1. Scope.....	35
2. Electronic Commerce Capacity and Coverage	35
3. Information Assurance	35
4. Delivery Schedule	35
5. Interoperability	35
6. Order	35
7. Performance of Electronic Services	36

8.	Responsibilities of The Contractor	36
9.	Rights in Data.....	36
10.	Acceptance Testing	36
11.	Warranty.....	36
12.	ArdentMC Netfinity Terms of Use.....	36
13.	Management and Operations Pricing	45
14.	Training	45
15.	Monthly Reports.....	46
16.	Electronic Commerce Service Plan	46
	USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS).....	47
	BLANKET PURCHASE AGREEMENTS (BPAS)	48
	“CONTRACTOR TEAM ARRANGEMENTS”	51
	SERVICE AND DISTRIBUTION POINTS	52
	PARTICIPATING DEALERS	52
	AWARDED LABOR CATEGORIES AND RATES.....	53
	Awarded Rates/Price for SIN 54151ECOM	56

INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the 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!TM online shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contains 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.

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

For Special Item Number 54151ECOM Wireless Services ONLY, if awarded, list the limited geographic coverage area: *Not Applicable*

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION

Agencies should address all orders to the following address:

Ardent Management Consulting, Inc.
1735 N. Lynn Street, Suite 710
Arlington, VA 22209
Phone: 703-964-8010
Email: contracts@ardentmc.com

Agencies should address all payments to the following address:

Ardent Management Consulting, Inc.
1735 N. Lynn Street, Suite 710
Arlington, VA 22209
Phone: 703-964-8010
Email: payables@ardentmc.com

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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:

Ordering Assistance
Telephone: 703-964-8037
E-mail: contracts@ardentmc.com

Technical Assistance
Telephone: 703-678-2200
E-mail: helpdesk@ardentmc.com
Internet: www.ardentmc.com

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. STATISTICAL 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>617942987</u>
Block 30:	Type of Contractor -	<u>B. Small Business</u>
Block 31:	Woman-Owned Small Business -	<u>No</u>
Block 36:	Contractor’s Taxpayer Identification	<u>20-4936094</u>

4a. CAGE CODE: 4H0Q6

4b. Contractor **has** registered with the System for Award Management. (SAM) (formerly Central Contractor Registration Database)

5. FOB: Destination; 48 contiguous states and Washington, D.C.

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:

<u>SPECIAL ITEM NUMBER</u>	<u>DELIVERY TIME (DAYS ARO)</u>
54151S	As agreed upon between the contractor and Ordering Activity
54151ECOM	30 Days ARO

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

c. i. **SIN 517410, ACCELERATED SERVICE DELIVERY (7 calendar days or less):** the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. **SIN 517410, TIME-CRITICAL DELIVERY (4 hours or less):** the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. **For SIN 517410, EXTENDED SERVICE DELIVERY TIMES:** the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.
 - a. Prompt Payment: 2 % - 15 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity -- None
 - c. Dollar Volume -- None
 - d. Government Educational Institutions -- Government Educational Institutes are offered 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

Not 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 Number (SIN) is Unrestricted.
Special Item Number 54151S - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Number (SIN) is Unrestricted.
Special Item Number 54151ECOM – Electronic Commerce Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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 (l) 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 <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

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.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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:

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 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 or 132-9.

23. Section 508 Compliance.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

- Yes
 No. ArdentMC offers services only.

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL):

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—Work ON A Government Installation (Jan 1997) (FAR 52.228-5)

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

- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

1. SCOPE

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

2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC 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 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT 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 52.212-4 (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 SERVICES

Labor Category: Cloud Architect 1

Education/Experience: Requires 2 years of general experience or Certification or Associates Degree.

Functional Responsibilities: Support providing technology and cloud solution development and integration across the SDLC including requirements, functional specifications, design, custom development, integration, testing, deployment, operations and maintenance. Support cloud environment architecture with focus on new technologies including; but not limited to, Microsoft Azure and Amazon Web Services (AWS). Demonstrate technical cloud knowledge and play a supporting role in the architecture of production, staging, testing, quality assurance, and development of cloud infrastructures. Participate in development of client environment reviews and deliverable content. Contribute to systems analysis, enterprise architecture and engineering analysis.

Labor Category: Cloud Architect 2

Education/Experience: Requires 4 years of experience or Certification or Associate Degree and 2 years of experience or bachelor's degree.

Functional Responsibilities: Support and as requested, lead, providing technology and cloud solution development and integration across the SDLC including requirements, functional specifications, design, custom development, integration, testing, deployment, operations and maintenance. Support cloud environment architecture with focus on new technologies including; but not limited to, Microsoft Azure and Amazon Web Services (AWS). Demonstrate technical cloud knowledge and play a role in the architecture of production, staging, testing, quality assurance, and development of cloud infrastructures. Participate and as requested, lead the development of client environment reviews and deliverable content. As requested, engage with customer to identify and contribute to systems analysis, enterprise architecture and engineering analysis. Begin to provide basic mentorship to junior level staff members.

Labor Category: Cloud Architect 3

Education/Experience: Requires 5 years of general experience or Certification and 3 years of experience or Associates degree and 3 years of experience or bachelor's degree with 1 year of experience or Advanced degree.

Functional Responsibilities: Architects cloud solution(s) with a focus on current technologies including, but not limited to Microsoft Azure and Amazon Web Services (AWS). Demonstrate Technical Cloud Architectural knowledge and play a vital role in the architecture of production, staging, testing, quality assurance and development Cloud Infrastructures running in 24x7 environments. Capable of analyzing, evaluating and synthesizing cloud solutions. As requested,

perform enterprise architecture and engineering analysis of a web-based front-end and downstream backend applications. Provide delivery of customer cloud strategies, aligned with business objectives with a focus on cloud migrations and operations. Provide infrastructure migration methodologies and techniques including mass application movements into the cloud including implementation of Azure or AWS within in large regulated enterprise environments. Engage with customer to identify needs, provide recommendations and execute. Review and provide final approval for deliverable content. Nurture Cloud computing expertise internally and externally to drive Cloud Adoption including coaching to junior staff.

Labor Category: Data Analyst 1

Education/Experience: Minimum of high School diploma and 6 years specialized experience or bachelor's degree and 2 years of specialized work experience or Master or higher degree.

Functional Responsibilities: Data Analyst 1 provide one or more of the following services: data acquisition/management, exploitation, collection, compilation, evaluation, visualization, attribution, manipulation, and analysis product generation (e.g. geospatial info., cartographic images, mapbooks, spreadsheets, presentations, graphs, etc.) in support of missions. Data Analyst 1 perform these tasks on multiple data types including quantitative data, geospatial data, temporal data, imagery data, remote sensing amongst others utilizing specialized software relative to geospatial and raster (imagery) data sets to perform change detection, feature detection, studies and other imagery exploitation functions. Data Analyst 1 resources offer remote sensing services including analysis of drone-based imagery collection, field data collection and/or aerial collection platforms. Responsible for acquiring and utilizing data to generate complex products using a variety of user interfaces (e.g. web, desktop, mobile) including analytic, statistical, predictive, geospatial, situational awareness along with ad-hoc requirements. These products are developed with industry-standard tools and reflect the analyst interpretation of the data combined with references and advance modelling obtained from experts when available (e.g. SME's, PHD, etc.). Provide quality assurance of products, information and conclusions through source confirmation, peer review, and other quality control techniques. Data Analyst 1 may also provide interpretive recommendations and advice to end-clients, supporting the use of imagery or other data. May bring particular expertise around these tasks with respect to homeland security, logistics management, route planning, emergency management, law enforcement, and disaster response.

Labor Category: Data Analyst 2

Education/Experience: Minimum of high School diploma and 9 years specialized experience or bachelor's degree and 5 years of specialized work experience or master's degree with 3 years specialized experience.

Functional Responsibilities: Data Analyst 2, in addition to the capabilities of Data Analyst 1, provide one or more of the following support services in data management, collection and production of analytical products using various sources of information. Data Analyst 2 provide collection, analysis and interpretation across disparate data sources, including remote sensing and data collection platforms supporting the acquisition of quantitative, vector and raster data (imagery). Responsible

for the development and management of a variety of data sources through catalogs, indexes, databases, ArcGIS databases and other content management systems. Create executive-level decision-making briefing products including reports, white papers, map books, studies and presentations. Performs research and works with experts to produce conclusions based on sources of information and expert opinion. Provide expertise in a variety of mission areas including using analysis/research for mission planning (e.g. flood risk management, critical infrastructure protection, law enforcement operations, emergency management, and disaster recovery). Develop analysis products, recommendations, and risk/threat assessments based on internal, classified, and open-source information as available, providing analytical briefings to end clients. Work as a supporting member of a team of analysts and experts, leading technical demonstrations and assessing potential threats based on collected data. Collaborates across teams in high-stress/high operational tempo environment with analysts and experts from other disciplines to provide overall analytical, collection, data and imagery support and exploitation to end-clients. Manage overall quality for products, data, and team member contributions.

Labor Category: Data Analyst 3

Education/Experience: Minimum of high School diploma and 11 years specialized experience or bachelor's degree and 7 years of specialized work experience or master's degree with 5 years specialized experience.

Functional Responsibilities: Data Analyst 3 resources, in addition to the capabilities of Data Analyst 1 and 2 provides one or more of the following: expertise in data management, collection and production of analytical products using various sources of information, and leading team of analysts. Provides recommendations to improve the acquisition, management, quality control, security and sharing of data (e.g. geospatial, remote sensing, clinical, etc.). Maintain knowledge of current and emerging capabilities, best practices, and programs (e.g. remote sensing, geospatial, data management, analysis, etc.) in order to advise team and provide recommendations to end-clients. Design and implement data analysis quality control/assurances processes, and ensure teams are proficient and capable of meeting quality standards. Provide leadership, training, and mentorship to more junior team members across multiple teams performing analysis (e.g. data, imagery, geospatial analysis). Serves as a subject matter expert resources in areas associated with data/geospatial/imagery analysis, allowing the resource to respond to specialized analytical projects utilizing geospatial data, imagery, and quantitative data, as required.

Labor Category: Database Administrator (Database Administrator 2)

Education/Experience: Bachelor's degree or equivalent. Experience can be substituted for education on a year-for-year basis. Requires 5 years' experience with Relational Database Management Systems and 3 years' experience in data modeling, relationship modeling, and data extraction and transformation.

Functional Responsibilities: The Database Administrator maintains, monitors and operates client relational database management systems based on contemporary technologies including one of more of the following technologies: Relational, Non-Relational, Geospatial, Operational, Hierarchical,

Network, and Object-Oriented Databases. This person develops data models and diagrams in support of underlying physical data models. The Database Administrator also ensures the performance and capacity of databases, along with their security by configuring and optimizing hardware and software and repairing, as needed. They work with clients to ensure optimum performance of database systems and works with systems engineers to establish proper security and credentialing between relational database systems.

Labor Category: Database Administrator 4

Education/Experience: Minimum of bachelor's degree and 12 years of work experience or master's degree and 10 years of work experience or PhD and 8 years of experience or 16 years of specialized experience in database and data management field.

Functional Responsibilities: Database Administrator 4, in addition to the capabilities of Database Administrator, support the design and development of database structures to meet new client requirements. DBA Level 4 also maintain the security of databases under their purview, and support systems integration and interconnections to share data amongst peer systems. DBA Level 4 work with DevOps teams to ensure database functions are optimized for system/application usage. DBA Level 4 are experts on at least one of the following modern database technologies: Relational, Non-Relational, Geospatial, Operational, Hierarchical, Network, Object-Oriented Databases or other emerging models.

Labor Category: Geospatial Engineer 2

Education/Experience: Minimum of high School diploma and 5 years specialized experience or bachelor's degree and 1 year of specialized work experience or master's degree.

Functional Responsibilities: In addition to the function of a Geospatial Engineer 1, supports the design of technical project specifications for the implementation of software projects and systems integration efforts of client mission systems. Must understand industry-prevalent/state of the art Geospatial Information System (GIS) technology and techniques utilized in systems administration and operations. Understands and is able to implement systems based on known architectural standards. Proficient in software development with specific experience in web-based application development, 3rd generation programming languages, Internet markup languages, and other web-based Geospatial Information System platforms (e.g. Google, ESRI, and MetaCarta); desktop, and server software products. Responsibilities include updating configurations and topologies as required, software coding, and writing software documentation, and designing software specifications developed as appropriate based on experience. Acquires geospatial and remote-sensing data in support of analysis, review, and exploitation through the use of GIS industry-standard tools to produce products and data. Creates complex cartographic and geospatial products through industry-leading tools via multiple mediums (e.g. mobile, web application, desktop, etc.). Performs quality assurance of developed artifacts in support of team and end-client goals. Acquires, analyzes, compiles, evaluates and reviews geospatial data designs, designs and implements data conversion procedures, performs software and database quality control, maintains and operates client information technology systems, provides preventative maintenance to systems, and maintains regular backups and redundancy.

Labor Category: Geospatial Engineer 3

Education/Experience: Requires a bachelor's degree or higher or equivalent work experience. Requires at least 5 years of experience in an IT engineering capacity.

Functional Responsibilities: In addition to the capabilities performed by Geospatial Engineer Level 2 resources, level 3 resources support the cataloging, indexing, identification and management of geospatial data from a variety of sources including open-sources, remote sensing sources, structured and unstructured data sources. The Geospatial Engineer III supports the design of technical project specifications for the implementation of software projects and systems integration efforts of client mission systems. Must understand industry-prevalent/state of the art Geospatial Information System (GIS) technology and techniques utilized in systems administration and systems operations. This person must understand and be able to implement systems based on known architectural standards. The Geospatial Engineer is proficient in software development with specific experience in web-based application development, 3rd generation programming languages, Internet markup languages, and other web-based Geospatial Information System platforms, including Google, ESRI, and MetaCarta; desktop, and server software products. Responsibilities also include using tools such as ArcGIS desktop in support of map production, mapbooks, studies, and map-based applications. Provides quality assurance of multiple geospatial products and solutions. This person updates configurations and topologies as required, performs software coding, and writes software documentation to design specifications developed by senior staff. The Geospatial Engineer designs and implements data conversion procedures, performs software and database quality control, maintains and operates client information technology systems, provides preventative maintenance to systems, and maintains regular backups and redundancy.

Labor Category: Geospatial Engineer 4

Education/Experience: Minimum of high School diploma and 12 years specialized experience or bachelor's degree and 7 years of specialized work experience or master's degree and 5 years of specialized work experience.

Functional Responsibilities: In addition to the functions of a Geospatial Engineer 3, supports the design of technical project specifications for the implementation of software projects and systems integration efforts of client mission systems. Must understand industry-prevalent/state of the art Geospatial Information System (GIS) technology and techniques utilized in systems administration, operations, and security. Must understand and be able to implement systems based on known architectural standards and security requirements; as well as, catalog, analyze, manipulate, and interpret remote sensing data. Research and stay abreast of best practices in order to provide recommendations to improve acquisition, management, quality control, security and sharing of geospatial and remote sensing data, and ensure the ongoing security posture of the system. Is proficient in software development with specific experience in web-based application development, 3rd-generation programming languages, Internet markup languages, and other web-based Geospatial Information System platforms (e.g. Google, ESRI, MetaCarta, etc.); desktop, and server software products. Responsibilities include updating configurations and topologies as required, software coding, creating/implementing security posture, testing, and writing software and security (Authority to Operate) documentation (e.g. software design, Privacy Impact Assessment (PIA), System Security Plan (SSP), Interconnection Security Agreement (ISA), Plan of Action and Milestone (POAM)).

Creates and manages disparate and complex geospatial and remote sensing database and designs software and security specifications developed and implemented based on appropriate security categorization. Supervises geospatial teams, acquires, analyzes, compiles, evaluates and reviews geospatial data designs, designs and implements data conversion procedures, performs software and database quality control, ensures requisite training of team members, maintains and operates client information technology systems, provides preventative maintenance to systems, and maintains regular backups and redundancy to ensure ongoing security compliance/posture. Provides recommendations on sources of geospatial and remote-sensing information in support of end-client requirements and identifies quality control processes and conducts quality assurance on final cartographic products developed from geospatial toolsets, and sources across the team. Mentors more junior members in tradecraft, geospatial technical and tradecraft practices, ensuring consistent solution delivery.

Labor Category: Geospatial Information Systems (GIS) Consultant 1

Education/Experience: Minimum of High School diploma and 6 years specialized experience or bachelor's degree and 2 years of specialized work experience or master's degree.

Functional Responsibilities: Provide technical program and project management support, information technology (IT) services, develop and design training materials and conduct presentations, briefings and training sessions in support of geospatial services. Supports the design, implementation, and tracking of project work plans and milestone-based schedules, with an emphasis on state-of-the-art Geospatial Technologies. Conducts detailed GIS application, data integration, and database design requirements gathering and documentation efforts with customers. Performs customer communications and outreach, requirements gathering, troubleshooting, and researching as required in support of end-client requirements. Work with end-clients to evaluate custom needs, develop implementable solutions, and operate complex geospatial systems that integrate data from a variety of sources. Performs analysis and presentation of remote sensing content, and prepares maps, charts, reports, and other deliverables using imagery software.

Labor Category: Geospatial Information Systems (GIS) Consultant 2

Education/Experience: Minimum of high School diploma and 10 years specialized experience or bachelor's degree and 6 years of specialized work experience or master's degree and 4 years specialized work experience.

Functional Responsibilities: In addition to the responsibilities of a Geospatial Information System Consultant 1, provide technical program and project management support and information technology (IT) services. Geospatial consultant's supports the design, implementation, and tracking of project work plans and milestone-based schedules, with an emphasis on state-of-the-art Geospatial Technologies. Conducts detailed GIS application, data integration, and database design requirements gathering and documentation efforts with customers. Work with end-clients to evaluate custom needs, develop implementable solutions, and operate complex geospatial systems that integrate data from a variety of sources. Plans and coordinates imagery collection to meet agency needs, and performs analysis of remote sensing content, and prepares maps, charts, reports, and other deliverables using imagery software. GIS Consultant at higher levels are involved in the management of programs and projects using standard management methodologies, supporting the daily logistics of project efforts and client tasking, and delivering detailed project management plans, presentations, and project related documentation.

Labor Category: Geospatial Information Systems (GIS) Consultant 3

Education/Experience: Requires a bachelor's degree or higher or equivalent work experience. Requires a minimum of 8 years of relevant experience.

Functional Responsibilities: In addition to providing services of GIS Consultant 2, the GIS Consultant III provides technical program and project management support, information technology (IT) services, training program development, and tradecraft competency development. This person supports the design, implementation, and tracking of project work plans and milestone-based schedules. Develop standardized communications, outreach and training materials in support of Geospatial Tradecraft adoption and competency. In order to validate processes/procedures and innovate technologies, develop and facilitate tabletop and functional exercises across the organization. The GIS Consultant III conducts detailed GIS application, data integration, and database design requirements gathering and documentation efforts with customers. Plans and coordinates imagery collection to meet agency needs, and performs analysis of remote sensing content, and prepares maps, charts, reports, and other deliverables using imagery software. This person provides management oversight of technical development staff and conducts training for team members, as well as quality assurance and quality control reviews of developed software packages. The GIS Consultant III manages program and project risk using standard risk management methodologies, manages the daily logistics of project efforts and client tasking, and develops detailed project management plans, presentations, recommendations, and project related documentation. Provides mentorship and oversight of more junior staff.

Labor Category: Information Technology Analyst 1

Education/Experience: Requires a High School Diploma or higher. Years' experience: High School Diploma: 0-2, Bachelor: 0-1, Masters, 0-1 Degree/ 12 years

Functional Responsibilities: Operate under the general direction of Information Technology Project Manager, or other consultants, supporting the information management needs of users and groups across an organization. IT Business Analysts I position reflect resources will a High School education, and some college training. Information Technology Analysts bring experience in the business process associated with information technology implementations, as well as the adaptation of those processes to the IT lifecycle. Information Technology Analysts focus on activities including requirements gathering, translation of requirements to systems specifications, data management and manipulation, and technology implementation. ArdentMC Information Technology Analysts bring a combination of business process understanding with practical information technology implementation experience.

Labor Category: Information Technology Analyst 2

Education/Experience: Requires a High School Diploma or higher. Years' experience: High School Diploma: 0-2, bachelor's degree: 0-1, master's degree, 0-1 Degree/ 12 years

Functional Responsibilities: Operate under the general direction of Information Technology Project Manager, or other consultants, supporting the information management needs of users and groups across an organization. Information Technology Analysts bring experience in the business process associated with information technology implementations, as well as the adaptation of those processes

to the IT lifecycle. Information Technology Analysts focus on activities including requirements gathering, translation of requirements to systems specifications, data management and manipulation, and technology implementation. ArdentMC Information Technology Analysts bring a combination of business process understanding with practical information technology implementation experience.

Labor Category: Information Technology Analyst 3

Education/Experience: Requires a minimum of 6 years of experience; or Associate Degree with 4 years of experience; or bachelor's degree with 2 years of experience; or master's degree.

Functional Responsibilities: Provide support for business processes associated with information technology implementations, as well as the adaptation of those processes to the IT lifecycle. Operate under the general direction of Information Technology Project Manager, or other consultants, supporting the information management needs of users and groups across an organization. Focus on activities including requirements gathering, customer outreach, translation of requirements to systems specifications, data management and manipulation, and technology implementation. Bring a combination of business process understanding with practical information technology implementation experience. At this level, Analysts become a resource to lower level Analysts.

Labor Category: Information Technology Analyst 4

Education/Experience: Requires a High School Diploma or higher. Years' experience: High School Diploma: 0, bachelor's degree: 0-2, master's degree, 0

Functional Responsibilities: Operate under the general direction of Information Technology Project Manager, or other consultants, supporting the information management needs of users and groups across an organization. Information Technology Analysts bring experience in the business process associated with information technology implementations, as well as the adaptation of those process to the IT lifecycle. Information Technology Analysts focus on activities including requirements gathering, translation of requirements to systems specifications, data management and manipulation, and technology implementation. ArdentMC Information Technology Analysts bring a combination of business process understanding with practical information technology implementation experience.

Labor Category: Information Technology Project Manager 1

Education/Experience: Requires 2 years of general experience; or Certification (PMP); or Associate Degree.

Functional Responsibilities: Responsibilities include project management of a technology project or projects to ensure on-time completion within a set budget with allocated personnel. Has overall responsibility for managing scope, cost, schedule, internal staffing and outside vendors, and contractual deliverables. Prepares reports for upper management regarding status of project. May work independently but typically, reports to a manager and works under supervision. Contributes to minimally complex aspects of a project while working to obtain knowledge and skill in more complex functions. Work is generally collaborative in nature.

Labor Category: Information Technology Project Manager 2

Education/Experience: Requires 3 years of experience; or Certification (PMP); or Associate Degree with 2 years of experience; or bachelor's degree.

Functional Responsibilities: Responsibilities include acting as lead direct project management of a technology project or projects to ensure on-time completion within a set budget with the allocated personnel. Has overall responsibility for managing scope, cost, schedule, internal staffing and outside vendors, and contractual deliverables. Prepares reports for upper management regarding status of project. Possesses strong knowledge of technology and is able to share this knowledge with non-technical clients. Work may be independent and collaborative in nature and usually involves reporting to an Executive level manager under minimal supervision.

Labor Category: Information Technology Project Manager 3

Education/Experience: Requires a minimum of 9 years of specialized experience or bachelor's degree with 5 years of specialized experience or master's degree with 3 years of specialized experience.

Functional Responsibilities: In addition to the responsibilities of an IT Project Manager 2, oversees geospatial projects and technology implementations with teams (of +/-10 people) including collection, data management, and data distribution through related systems (e.g. GIS and data systems). Supports more senior resources (e.g. senior GIS or technical personnel) and other project managers through project coordination, accounting, delivery and architecture guidance. Can also serve as technical project lead, helping to direct IT teams (e.g. architecture, development, GIS, data, etc.). Able to lead geospatial projects using industry-standard techniques including Agile, Scrum, Kanban, Waterfall, PMBOK, etc. Provides advise to end-clients with respect to improvements to project approaches and products (e.g. standardization, best practices, GIS methodologies, etc.). Responsible for the efficient execution of technology projects with respect to related information sources (e.g. healthcare informatics, crime statistics, open source data, GIS information, etc.) and tools.

Labor Category: Information Technology Project Manager 4

Education/Experience: Requires a minimum of 12 years of specialized experience or bachelor's degree with 8 years of specialized experience or master's degree with 6 years of specialized experience.

Functional Responsibilities: Information Technology Project Manager 4, in addition to the capabilities of Information Technology Project Manager 3, oversee multiple large-scale projects including collection, data management, and data distribution through related systems (e.g. disparate data systems, integrated architecture, GIS, etc.). Utilizes industry standard project management techniques including Agile, Kanban, PMBOK, Waterfall, etc., for work, deliverable and team management. Serves as a strategic subject matter expert and advisor to end clients providing strategic guidance and recommendations on all aspects of information system management and operations (e.g., standardization, best practices, architectural framework, GIS, etc.) in order to improve outcomes. Responsible for the efficient execution of technology projects with respect to related information sources (e.g. data, GIS info, etc.) and tools. Deliver project management with an emphasis on emerging trends in federal IT support (e.g. logistics, healthcare, situational awareness, homeland security, emergency management, law enforcement, remote sensing and drone-based remote-sensing projects).

Labor Category: Information Technology Requirements Analyst

Education/Experience: Requires 1 year of general experience or Certification.

Functional Responsibilities: Gathers, analyzes, clarifies, and records requirements for system functionality, business requirements, or end-user specifications. In an agile environment, can include documenting and tracking user stories. Ensures that requirements are complete and unambiguous. Analyzes reports of the implications of changes in requirements and software designs to ensure requirements are met and makes recommendations accordingly.

Labor Category: Information Technology (IT) Subject Matter Expert 1

Education/Experience: Requires a High School diploma with 8 years' experience; or a bachelor's degree with 4 years' experience; or a master's degree with 2 years' experience.

Functional Responsibilities: Information Technology Subject Matter Experts (IT SME) are experts in systems design, systems documentation development, software design, systems architecture, and/or complex systems integration. IT SMEs serve in advisor and implementation roles supporting client projects to designing, implementing and integrating complex information technology systems in heterogeneous environments. IT SME's have practical experience in datacenter systems operations, software development methodologies/processes, system specification development, and operations and maintenance. IT Subject Matter Experts provide a wide range of IT services to clients and provide technical leadership on one or more IT systems including Geospatial, Open Source, Cybersecurity, Big Data, Cloud, and On-Premise Systems.

Labor Category: Information Technology (IT) Subject Matter Expert 2

Education/Experience: Requires a High School diploma or Higher. Years' experience: High School Diploma/ 12 years; Bachelor's degree/ 8 years; Master's degree/ 5 years.

Functional Responsibilities: In addition to the responsibilities of IT SME Level 1, Level 2 are experts in systems design, systems documentation development, software design, systems architecture, and/or systems integration of complex information systems including those supporting one or more technology stack including geospatial information systems, production systems, cloud systems, datacenter operations, cybersecurity systems and big data systems. IT SME's serve in senior advisor/implementation roles supporting client projects by designing, implementing and integrating complex information technology systems in heterogeneous environments. IT SME's have practical experience in datacenter systems operations, software development methodologies, system specification development and operations and maintenance. IT Subject Matter Experts provide a wide range of IT services to clients and provide technical leadership on IT projects. These resources are responsible for ensuring solutions adhere to client specification/requirements, models, standards and architectural guidance while providing technology advisory services to end-clients. In order to improve outcomes, via analysis of environment, SME 2 provide expertise on suggested architectural changes.

Labor Category: Information Technology (IT) Subject Matter Expert 3

Education/Experience: Requires a bachelor's degree or Higher. Years' experience: Bachelor's degree/ 12 years.

Functional Responsibilities: Information Technology Subject Matter Expert 3 (IT SME 3) bring over twelve years' experience in the information technology industry. IT SME's are experts in systems design, systems documentation development, software design, systems architecture, and/or systems

integration. IT SMEs serve in senior advisor/implementation roles supporting client projects to design, implement and integrate complex information technology systems in heterogeneous environments. IT SME's have practical experience in datacenter systems operations, software development methodologies, system specification development, data analysis (e.g. geospatial analysis), and operations and maintenance. IT SME 3 resources bring professional, scientific expertise in one or more disciplines including geospatial science, cybersecurity, big data management, analysis, statistical modelling, systems integration, data modelling, and technology evaluation and exploration. IT Subject Matter Experts provide a wide range of IT services to clients and provide technical leadership on IT projects.

Labor Category: Microsoft (MS) Principal

Education/Experience: Requires a bachelor's degree or equivalent work experience. Requires a minimum of 10 years of project management experience, and retains knowledge of Microsoft applications, infrastructure, and web-based programming languages.

Functional Responsibilities: The MS Principal is responsible for the delivering the overall success of all Microsoft engagements. This Consultant ensures that Conditions of Satisfaction are set and that service policies are followed in a consistent manner. The MS Principal establishes and reviews technical architecture, reviews of developed software code (.NET/ASP) and provides quality assurance to confirm customer requirements and project deliverables.

Labor Category: Microsoft Senior Architect Consultant

Education/Experience: Requires a bachelor's degree or equivalent work experience. Requires at least 7 years of experience in an IT engineering capacity, with specific expertise in Microsoft applications, infrastructure, and integration technologies.

Functional Responsibilities: The MS Senior Architecture/Development Consultant is responsible for identifying customer needs and matching best use of MS applications for systems requirements. The senior consultant provides technical input and task level planning during system development lifecycle. An MS Senior Architecture Consultant provides direction to IT consultants, provides training directly to clients, and ensures quality of individual work packages and deliverables.

Labor Category: Scrum Master 3

Education/Experience: Requires a High School Diploma and 5 years' experience; Bachelor's degree and 1-year experience, or master's degree and 0 years' experience.

Functional Responsibilities: Scrum Masters provide the management of software and technology projects using the application of Agile Development practices. Scrum Masters bring experience in the management of user stories, the prioritization of stories in a software backlog, the management of Sprint Planning, Spring Review and Sprint Retrospective activities and facilitate daily standup meetings of the software development team, technology experts, and product owners to implement successful software strategies. Scrum Masters at levels three and higher hold the "Certified Scrum Master" or "Certified Product Owner" certification.

Labor Category: Scrum Master 4

Education/Experience: Requires a High School Diploma and 6 years' experience; Bachelor's degree and 2 years' experience, or master's degree and 0 years' experience.

Functional Responsibilities: Scrum Masters provide the management of software and technology projects using the application of Agile Development practices. Scrum Masters bring experience in the management of user stories, the prioritization of stories in a software backlog, the management of Sprint Planning, Sprint Review and Sprint Retrospective activities and facilitate daily standup meetings of the software development team, technology experts, and product owners to implement successful software strategies. Scrum Masters at levels three and higher hold the "Certified Scrum Master" or "Certified Product Owner" certification.

Labor Category: Software Architect 4

Education/Experience: Requires a High School Diploma and 7 years' experience, a bachelor's degree and 3 years' experience, or a master's degree and 1-year experience.

Functional Responsibilities: Software Architects provide design and implementation services delivering complex software solutions. Software Architects develop the conceptual drawings, state diagrams and wireframes, data flow and process diagrams, logical and physical data models for software systems. Software Architects also provide input in the execution and selection of technologies, methodologies and practices best appropriate to the implementation of a particular solution.

Labor Category: Software Developer 1

Education/Experience: Requires a High School Diploma and 1-year experience; Bachelor's degree and 0 years' experience, or master's degree and 0 years' experience.

Functional Responsibilities: Software Developers provide programming services in support of custom software development, systems integration, interface development and operations and maintenance for software projects. Software developers have skills in industry accepted programming languages, operate autonomously, and participate in agile development activities.

Labor Category: Software Developer 2

Education/Experience: Bachelor's degree in computer science, information systems, or equivalent field or equivalent experience. Requires 2 years' experience in programming and/or software development in contemporary software languages. Must have experience developing software using request/response methodology (stateless), as well as object-oriented methodologies.

Functional Responsibilities: Software Developers are charged with implementing software code to support customer requirements and system specifications. Utilizing contemporary programming techniques and languages, a Software Developer develops software components under guidance from a Senior Software Developer or other engagement manager.

Labor Category: Software Developer 3 (Senior Software Developer)

Education/Experience: Bachelor's Degree in computer science, information systems, or equivalent field or equivalent experience. Requires 4 years' experience in programming and/or software development in contemporary software languages.

Functional Responsibilities: Senior Software Developers are charged with leading the implementation of software development activities in support of customer requirements and system specifications. Utilizing contemporary programming techniques and languages including C++, Python, etc., develops software components and provides leadership to Junior Software Developers resulting in the creation of intuitive, reliable user interfaces, workflows, and APIs. Must have experience developing software using request/response methodology (stateless), as well as object-oriented methodologies. Must be able to develop in at least two different modern software development techniques.

Labor Category: Software Developer 4

Education/Experience: Requires a High School Diploma and 8 years' experience; Bachelor's degree and 6 years' experience, or master's degree and 4 years' experience.

Functional Responsibilities: Provide programming services in support of custom software development, systems integration, interface and API development, and operations and maintenance for software projects. Software developers have skills in industry accepted programming languages like C++ and Python, operate autonomously, participate in agile development activities, and collaborate with client stakeholders to ensure that solutions meet federal requirements.

Labor Category: Solutions Architect 1

Education/Experience: Requires 2 years of experience; or Associate Degree or higher degree; or Certification and 1-year experience.

Functional Responsibilities: Understands business objectives, learns to conduct gap analysis of existing versus needed capability, and assists in identifying business requirements. Evaluates business requirements to identify potential software, hardware, and system architectures can be employed to meet business objectives. Develops potential technical solutions to meet business needs and supports analysis of alternatives for best fit. Evaluates technical trends and provides recommendations for technology and architecture to meet business objectives. Performs research on emerging technologies to support proof-of-concept (POC) capabilities and identify future solutions for the organization.

Labor Category: Solutions Architect 2

Education/Experience: Requires 3 years of experience; or Associate Degree with 1 year of experience; or bachelor's degree; or Certification with 2 years of experience.

Functional Responsibilities: Assesses business objectives, conducts gap analysis of existing versus needed capability, and identifies business requirements. Evaluates business requirements to identify potential software, hardware, and system architectures can be employed to meet business objectives. Develops potential technical solutions to meet business needs and supports analysis of alternatives for

best fit. Evaluates technical trends and provides recommendations for technology and architecture to meet business objectives. Performs research on emerging technologies to support proof-of-concept (POC) capabilities and identify future solutions for the organization.

Labor Category: Solutions Architect 3

Education/Experience: Requires 4 years of experience; or Associate Degree with 2 years of experience; or bachelor's degree with 1-year experience; or Certification with 3 years of experience.

Functional Responsibilities: Assesses business objectives, conducts gap analysis of existing versus needed capability, and identifies business requirements. Evaluates business requirements to identify potential software, hardware, and system architectures can be employed to meet business objectives. Develops potential technical solutions to meet business needs and supports analysis of alternatives for best fit. Evaluates technical trends and provides recommendations for technology and architecture to meet business objectives. Performs research on emerging technologies to support proof-of-concept (POC) capabilities and identify future solutions for the organization. Mentors junior architects.

Labor Category: Systems Analyst 2

Education/Experience: Requires a High School Diploma and 2 years' experience; Bachelor's degree and 0 years' experience, or master's degree and 0 years' experience.

Functional Responsibilities: Systems analysts conduct research into the appropriate application of computer systems and advocate particular software or hardware components to enhance capabilities. Analysts are familiar with multiple approaches to solve a problem and will choose the most appropriate one. Systems Analysts possess expertise in a host of computer programming languages, operating systems, and computer hardware platforms. It is their job to translate the client's request into working computer systems or process solutions. In this way, they are a link between IT professionals and vendors.

Labor Category: Systems Engineer 1

Education/Experience: Requires a High School diploma and 2 years' experience; or bachelor's degree; or Associate Degree/certification and 1-year experience.

Functional Responsibilities: Maintains and operates client information technology systems, provides preventative maintenance to systems, and maintains regular backups and redundancy. This person updates configurations and topologies as required. Provides input towards development implementation and configuration management plans in support of system upgrades and provides, as needed, on-call support to respond to system emergencies and maintains system documentation such as logs and procedures. Learns to understand industry-prevalent/state of the art technology and techniques utilized in systems administration and systems operations. Demonstrates understanding and be able to implement systems based on known architectural standards. Understanding of basic networking as it is applied to systems engineering.

Labor Category: Systems Engineer 2

Education/Experience: Requires a High School Diploma and 7 years' experience; Bachelor's degree and 3 years' experience, or master's degree and 0 years' experience.

Functional Responsibilities: Systems Engineers manage the operations of computer, networking, communications, voice, video, or server systems. Systems Engineers provide regular and emergency

support in the continued operation of information technology systems that deliver solutions to end-clients. Systems Engineers may work with both physical and virtual systems in support of their clients.

Labor Category: Systems Engineer 3 (Senior Systems Engineer)

Education/Experience: Requires bachelor's degree in computer science, information systems or equivalent field or equivalent experience. Requires 5 years systems engineering experience.

Functional Responsibilities: The Senior Systems Engineer maintains and operates client information technology systems, provides preventative maintenance to systems, maintains the security accreditation of systems, and maintains regular backups and redundancy. Provides securing recommendations to end-client's for ensuring system security/data and policy compliance. Prepares relevant security documentation (e.g. Privacy Impact Assessments (PIA), Interconnection Security Agreement (ISA), Plan of Action and Milestones (POAM), System Security Plan (SSP), in support of obtaining authority to operate (ATO). This person updates configurations and topologies as required. The Senior Systems Engineer develops implementation and configuration management plans in support of system upgrades and provides, as needed, on-call support to respond to system emergencies and maintains system documentation such as logs and procedures. The Senior Systems Engineers works on a wide variety of information technology systems which may include one or more of the following: client/server systems, cloud systems, geospatial information systems, imagery delivery systems, mobile systems, and network systems. Must understand industry-prevalent/state of the art technology and techniques utilized in systems administration and systems operations. Must understand and be able to implement systems based on known architectural standards. Must have an understanding of basic networking as it is applied to systems engineering.

Labor Category: Technical Executive 1

Education/Experience: Requires 3 years' experience; or master's degree; Bachelor's degree or certification and 1-year experience.

Functional Responsibilities: Technical Executive is responsible for coordinating with the client to establish technical vision with the development and architecture teams. The technical components of client projects include putting together the engagement team; shaping architectural, technical and design decisions by adding to architectural discussions, assisting in defining critical decision points, and providing client with ability to make an informed decision. Technical Executives are subject matter experts in more than one technical domain.

Labor Category: Technical Writer 1

Education/Experience: Requires 1 year experience or Associate Degree; or Certification.

Functional Responsibilities: Plans, organizes, documents, prepares, reviews and edits technical materials including; but not limited to, system manuals, design specifications, test scripts, whitepapers, reports, brochures, identification guides, security manuals, specifications, procedures, training documentation and other documents in accordance with applicable requests. Produces electronic documentation and hard copy manuals. Interpret complex technical information to be converted into a standardized and user-friendly format. Able to research and develop content independently. Analyzes documents to maintain continuity of content and style. Manages revisions and updates to technical literature.

Labor Category: Technical/Project Architect

Education/Experience: Bachelor's degree or equivalent experience. Requires 7 years' experience in the information technology (IT) field developing and implementing IT Solutions. Strong understanding of the state of the arts with respect to information technology solutions. Experienced in developing custom solutions, implementing COTS/GOTS solutions, and conducting systems integrations. Technical/Project Architects have a demonstrated track record of linking disparate systems together in an integrated and cohesive way and are able to develop technology-based solutions appropriate for particularly complex issues.

Functional Responsibilities: Technical/Project Architects design information technology solutions for customers. Solutions are designed with both the strategic information technology goals of the client in mind, and with respect to practical and tactical requirements for delivery. Technical/Project Architects are responsible for developing solutions with current technologies that best position clients for success as those technologies evolve.

Labor Category: Technology Consultant 1

Education/Experience: Requires 1 year of general experience or Certification.

Functional Responsibilities: Technology Consultants provide a wide range of services in support of customer engagements. Technology consultants help design, implement and operate complete technology solutions to customer challenges. Technology consultants also facilitate requirements gathering with respect to information technology projects and are typically well versed in some state-of-the-art technologies and techniques.

Labor Category: Technology Consultant 3

Education/Experience: Requires a bachelor's degree or Higher. Years' experience: Bachelor's degree/ 6 years

Functional Responsibilities: Technology Consultants provide a wide range of services in support of customer engagements. Technology consultants help design, implement and operate complete technology solutions to customer challenges. Technology consultants also facilitate requirements gathering with respect to information technology projects and are typically well versed in state-of-the-art technologies and techniques.

Labor Category: Trainer

Education/Experience: Bachelor's Degree or equivalent experience with 2 years' experience in conducting formalized training sessions. Candidate has experience planning, designing, and conducting training courses in support of business process and information technology concepts. Candidate must also have experience training groups in excess of 10 people at a time in both a lecture and hands-on format.

Functional Responsibilities: Provide services that assist clients with understanding new tools, techniques, and technologies. Perform customer outreach and develop course curricula, including handouts, presentations, and other materials as appropriate, standardizing skillsets and competencies across federal organizations. They deliver a variety of modules and exercises, and conduct courses both on and off site, and elicit customer feedback to evaluate the quality and content of the course.

**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND
SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) apply exclusively to EC Services within the scope of this MAS Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA).
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151EOM is capable of meeting at least the minimum-security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic

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.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

12. ARDENTMC NETFINITY TERMS OF USE

12.1. The Service Offering.

12.1.1. **Generally.** This Agreement governs your access and use of the Service Offering. The Service Offering consists of the entire suite of cloud hosting capabilities provided by ArdentMC under the Netfinity brand. We may deliver the Service Offering to you with the assistance of our affiliates, licensors and providers. Service Level Agreements may apply to the Service Offering. You will comply with all laws, rules and regulations applicable to your use of the Service Offering, and with the Third-Party Terms, and the Service Description.

12.1.2. **Access to the Service Offering.** You may access and use the Service Offering solely for your own benefit (or the benefit of your organization) and only in accordance with this Agreement. To access the Service Offering, you must register for the Service Offering and set up an authorized account with Login Credentials. You may monitor and manage your Service Offering through the Service Offering Portal. You must keep confidential your login credentials; including, but not limited to username, token, and

password. If you set up an authorized account for an organization, you will require that all authorized users of that account (including anyone providing services to you) keep confidential their Login Credentials. You will keep your registration information accurate, complete and current as long as you use the Service Offering. You are responsible for any use that occurs under your Login Credentials, including any activities by you, or your employees, contractors or agents. If you believe an unauthorized user has gained access to your Login Credentials, you will notify us as soon as possible. Neither we nor our affiliates are responsible for any unauthorized access to or use of your account.

- 12.1.3. **Audit Cooperation.** We reserve the right to verify your compliance with this Agreement. If we audit, you will provide information or other materials reasonably requested by us. We monitor the overall performance and stability of the infrastructure of the Service Offering. You may not block or interfere with that monitoring. In the event that we reasonably believe a problem with the Service Offering may be attributable to your use or Your Content, you will cooperate with us to identify the source of that problem.
- 12.1.4. **Additional Terms- Third Party Content.** Third Party Content is available "AS IS," without indemnification or support, and we disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, and non-infringement).
- 12.1.5. **Open Source Software.** You may receive open source software when you use the Service Offering and any open source software distributed to you is made available under the applicable open source license terms and conditions, which can be found within the software.
- 12.1.6. **Relationship Data.** We may collect Relationship Data. We use Relationship Data to provide the Service Offering to you, manage your account, send you notifications (including about the availability of our or our affiliates' other products and services), bill you for purchased services, enforce compliance with this Agreement, and provide support. We may share Relationship Data with others as required by applicable law. We will not share Relationship data for purposes with third parties for the purposes of marketing.
- 12.1.7. **Usage Data.** We may collect Usage Data. We use Usage Data to assist us in providing the Service Offering (including tracking and managing our infrastructure, network, storage, and software for billing, capacity planning, troubleshooting, and other forecasting and improvement purposes), and comply with our contractual obligations and applicable law. We may share Usage Data with our affiliates and as required by law.

12.2. Content

- 12.2.1. **Your Content.** You are solely responsible for Your Content. We access and use Your Content only as necessary to provide the Service Offering to you (which we may do with the assistance of affiliates, service providers and contractors), perform or enforce contractual obligations, or comply with applicable law. For example, we may need to access or use Your Content (or provide it to one of our affiliates, service providers or contractors) to (a) prevent or address service or technical problems; (b) provide customer support; (c) detect, prevent or address fraud, technology or security issues; (d)

protect against harm to the rights, property or safety of us, our users or the public; or (e) respond to a subpoena, warrant, audit or agency action.

12.2.2. **Security.** We will maintain appropriate administrative, physical, and technical safeguards for protection of the physical facilities, and those servers and networking equipment over which we have administrator access or control and use to provide the Service Offering. You are responsible for protecting the security of Your Content, including any access you might provide to Your Content by your employees, customers or other third parties, and in transit to and from the Service Offering. The Service Offering provides you with certain software and functionality to help you protect Your Content from unauthorized access. You will properly configure and use the Service Offering so that it is suitable for your use. You will take and maintain appropriate security, protection and backup for Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access. You are responsible for providing any necessary notices to your users and obtaining any legally required consent from your users concerning your use of the Service Offering. You are solely responsible for complying with any laws or regulations that might apply to Your Content. You are responsible for any losses or other consequences arising from your failure to encrypt or back up Your Content. If ArdentMC determines that there has been unauthorized access to, or use or disclosure of, Your Content, ArdentMC will use commercially reasonable efforts to notify You, taking into account any applicable law, regulation, or governmental request.

12.2.3. **Transfer of Data.** You consent that we will store Your Content in the United States. By uploading Your Content into the Service Offering, you may transfer and access Your Content from around the world, including to and from the United States. It is your responsibility to ensure that you comply with applicable law with respect to transferring data across geographies.

12.3. Acceptable Use.

12.3.1. **General Restrictions.** You will not, and will not permit any third party, to, (a) use the Service Offering to violate or encourage the violation of the rights of others (including Intellectual Property Rights); (b) use the Service Offering to engage in, advertise or deliver gambling, pornographic, or illegal activities; (c) circumvent or violate the restrictions of the Service Offering as described in this Agreement or Service Description; (d) reverse engineer, or otherwise attempt to derive source code from the Service Offering, unless we make the source code publicly available; (e) disable, interfere with, disrupt, or circumvent any aspect of the Service Offering, including the integrity or performance of the Service Offering, or third-party content or data provided through the Service; (f) access or use the Service Offering in a way intended to avoid recurring fees or exceeding usage limits; or (g) resell or sublicense the Service Offering. You must ensure that your users comply with the terms of this Agreement, and you agree that if you become aware of any violation by one of your users, you will terminate that user's access to Your Content immediately. If we have reason to believe that you or your users have breached this Agreement, we or our designated agent may review your use of the Service Offering, including your account, Your Content, and records, to verify your compliance with this Agreement.

12.3.2. **Content Restrictions.** You will take steps to ensure that your authorized users and third party users who access any service you provide with the Service Offering do not post content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You are solely responsible for any software, product or service that a third-party license, sells or makes available to you that you install or use with the Service Offering. Your use of that software, product or service is governed by separate terms between you and that third party. We are not a party to and are not bound by any of those separate terms. You represent and warrant that Your Content does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. You will ensure that your use of the Service Offering complies at all times with your privacy policies and all applicable laws and regulations, including any encryption requirements. You will not include in Your Content any Classified Information, as that term is defined in the National Industrial Security Program Operating Manual.

12.3.3. **Violations of Acceptable Use.** If you become aware that any of Your Content or your user's use of Your Content violates Section 3.1 or 3.2, you will immediately suspend and remove the applicable part of Your Content or suspend the end user's access. If you fail to do so, we may ask you to do so. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Ardent shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. **Notification of Infringement Concerns.** If you believe that your copyrighted work has been copied and is accessible on our Service Offering in a way that constitutes copyright infringement, please send a notice to us at support@netfinit.com.

12.4. IP Ownership.

12.4.1. **Ownership of Service Offering.** We and our licensors own and retain all right, title and interest in and to the Service Offering and any related Software, including all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. This includes any information that we collect and analyze in connection with the Service Offering, such as usage patterns, user feedback and other information to improve and evolve our software products and services offerings. Your rights to use the Service Offering are limited to those expressly granted in this Agreement. No other rights with respect to the Service Offering, any related Software, or any related Intellectual Property Rights are implied.

12.4.2. **Ownership of Your Content.** You and your authorized users retain all right, title and interest in and to Your Content and all Intellectual Property Rights therein. Our rights to access and use Your Content are limited to those expressly granted in this Agreement. No other rights with respect to Your Content or any related Intellectual Property Rights are implied.

12.4.3. **Feedback.** We will be free to use for any purpose any feedback (such as comments or suggestions) that you provide to us regarding the Service Offering. You hereby grant to us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of and otherwise exploit the feedback without restriction in any manner now known or in the future conceived and to make, use, sell, offer to sell, import and export any product or service that incorporates the feedback.

12.5. Order, Delivery, Payment, and Taxes.

12.5.1. **Generally.** Sections 5.3 (Direct Orders), 5.4 (Delivery), 5.5 (Invoicing and Payment Terms) and 5.6 (Taxes) apply only to orders you place directly with, and services you purchase directly from, ArdentMC.

12.5.2. **Orders.** All Orders issued to ArdentMC are subject to the terms of this Agreement and are not binding until accepted by both you and ArdentMC. We are not required to provide any Service Offering to you until you provide all information, we require for processing your Order.

12.5.3. **Direct Orders.** For orders placed directly with ArdentMC, you must issue a purchase order to ArdentMC for the initial Service Offering Order which will be paid in accordance with the Purchase Order and the underlying GSA Schedule Contract. Each Renewal shall require your purchase order or other written agreement. Your request for a purchased Service Offering will be deemed accepted when we authorize the purchased Service Offering for your Login Credentials.

12.5.4. **Delivery.** When ArdentMC accepts your Order for the Service Offering, we will deliver the corresponding Login Credentials to you by email to the address associated with your account. If ArdentMC ships a physical object in connection with an add-on feature of the Service Offering, shipping and delivery costs will be billed with the add-on feature.

12.5.5. **Invoicing and Payment Terms.** You will pay all fees for use of the Service Offering in the amount and currency specified in your invoice, within 30 days after the date of the invoice, and regardless of your usage level during a billing period. You will be billed in advance for the monthly or prepaid charges due to the subscription services purchased. Any metered usage components and any initial monthly fees will be billed in arrears.

12.5.6. **Taxes.** Ardent shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

12.6. Temporary Suspension.

12.6.1. **Generally.** When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under

the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Ardent shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

12.7. Term and Termination.

12.7.1. **Term of Agreement.** This Agreement will be in effect through the Subscription Term, plus any renewals or extensions, unless terminated earlier as permitted under this Agreement or the Service Description.

12.7.2. **Effect of Termination.** Upon the termination of this Agreement for any reason: (a) all rights granted to you under this Agreement, including your ability to access any of Your Content stored in the Service Offering, will immediately terminate; and (b) you must promptly discontinue all use of the Service Offering and delete or destroy any of our Confidential Information. For a period of 30 days following the termination, we will not delete Your Content as a result of this termination, although you will cease to have access to the Service Offering or Your Content during this period. Sections 1.5 (Open Source Software), 1.6 (Relationship Data), 3 (Acceptable Use) 4 (IP Ownership), 5 (Order, Delivery, Payment and Taxes), 7 (Term and Termination), 9 (Limitation of Liability), 10 (Confidential Information), 11 (General), and 12 (Definitions), will survive the termination of this Agreement. Termination of the Service Offering will not entitle you to any refunds, credits, or exchanges, and you will be liable for all monthly billing fees for the remainder of the Subscription Term after termination, as well as all usage and other fees incurred up to the termination date.

12.7.3. **Support and Subscription Services.** When applicable, and subject to the terms of this Agreement, we will provide to you support for the Service Offering via email, phone or live chat. Support does not guarantee resolution of an issue but provides assistance in diagnosing issues to the extent they involve the Service Offering (as opposed to Your Content). We will not provide support to any end users of Your Content.

12.7.4. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SERVICE OFFERING, THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

12.8. Indemnification.

12.8.1. **Remedies.** If the Service Offering becomes, or in our opinion is likely to become, the subject of an Infringement Claim, we will at our option and expense either: (a) procure the rights necessary for you to keep using the Service Offering; (b) modify or replace the Service Offering to make it non-infringing; or (c) terminate this Agreement and refund any pre-paid fees for the Service Offering pro-rated for its remaining Subscription Term.

- 12.8.2. **Exclusions.** We will have no obligation under this Section or otherwise with respect to any claim based on: (a) a combination of Software with other products or content, including Your Content; (b) use of the Service Offering for a purpose or in a manner not specified in this Agreement or the Service Description; (c) any modification to the Service Offering made without our express written approval; (d) any claim that relates to Linux or Android open source software, even when it has been embedded into or used to provide the Service Offering; or (e) any Service Offering provided on a no charge basis.

12.9. Limitation of Liability

- 12.9.1. **Generally.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. IN ADDITION, OUR LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID TO US FOR YOUR ACCESS TO AND USE OF THE SERVICE OFFERING IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY IN THIS SECTION 9.1 WILL NOT APPLY TO ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY APPLICABLE LAW.
- 12.9.2. **Further Limitations.** The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by ArdentMC's negligence; (2) for fraud; (3) for express remedies under the contract; or (4) for any other matter for which liability cannot be excluded by law.

12.10. Confidential Information.

- 12.10.1. **Protection.** A party may use Confidential Information of the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted under this Agreement. Each party will disclose the Confidential Information of the other party only to the employees, service providers or contractors of the recipient party who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty hereunder. Each party will use reasonable care to protect the confidentiality of the other party's Confidential Information.
- 12.10.2. **Exceptions.** The recipient's obligations under Section 10.1 with respect to any Confidential Information will terminate if the recipient can show by written records that the information: (a) was already known to the recipient at the time of disclosure by the other party; (b) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault

of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law or regulation. The recipient will provide the other party notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure. Ardent recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, and that information that does not fall under certain exceptions must be released when requested despite being characterized as "confidential" by vendor.

12.11. General.

- 12.11.1. **Assignment.** You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempted assignment or transfer without that consent will be void. Subject to these limits, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.
- 12.11.2. **Notices.** Any notice delivered by us to you under this Agreement will be delivered by email to the email address associated with your account or by posting on either the Service Offering Portal, except as otherwise set forth in this Agreement. Please direct legal notices or other correspondence to ArdentMC, Inc., 1840 Michael Faraday Drive, Suite 120, Reston, Virginia 20190, United States of America, Attention: Contracts Department.
- 12.11.3. **Reserved**
- 12.11.4. **Waiver.** The waiver of a breach of any provision of this Agreement will not constitute a waiver of any other provision or any later breach.
- 12.11.5. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force.
- 12.11.6. **Compliance with Laws; Export Control.** Each party will comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Service Offering is of United States origin, is provided subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations) and may be subject to the export control laws of the applicable territory. You represent and warrant that (a) you are not, and are not acting on behalf of, (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (b) you will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) Your Content will not be classified or listed on the United States Munitions list, contain defense articles, defense services or contain ITAR-related data; (d) Your Content will not require an export license; and (e) you are not subject, either directly or indirectly, to any order issued by any agency of the United States government, revoking or denying, in whole or in part, your United States export privileges. You will notify ArdentMC immediately if you become subject to any such order.

- 12.11.7. **Government Regulations.** The Service Offering and its documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFARS Section 227.7202 and FAR Paragraph 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Service Offering and documentation by or on behalf of the U.S. Government will be governed solely by the terms and conditions of this Agreement.
- 12.11.8. **Force Majeure.** We will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond our reasonable control, including acts of God, labor disputes earthquakes, storms or other elements of nature, blockages, embargoes, acts or orders of government, acts of terrorism or war.
- 12.11.9. **Construction.** The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement. As used in this Agreement, the word ‘including’ means “including but not limited to.”
- 12.11.10. **Governing Law.** This Agreement is governed by United States Federal Law and laws of the Commonwealth of Virginia, as applicable.
- 12.11.11. **Third Party Rights.** Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.
- 12.11.12. **Reserved.**
- 12.11.13. **Entire Agreement.** This Agreement together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders. This Agreement, however, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer’s Purchase Order.
- 12.12. Definitions.**
- 12.12.1. **“Confidential Information”** means non-public technical, business or other information or materials disclosed or otherwise made available by one party that are in tangible form and labeled “confidential” or the like, or, information which is provided under circumstances reasonably indicating their confidentiality. Our Confidential Information includes: (1) Login Credentials; and (2) any information or materials relating to the Service Offering.
- 12.12.2. **“Infringement Claim”** means any third-party claim that any Software used to provide the Service Offering infringes any patent, trademark or copyright of the third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of your actions) under the laws of the United States of America.
- 12.12.3. **“Intellectual Property Rights”** means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered.
- 12.12.4. **“Login Credentials”** mean any passwords, authentication keys or security credentials that enable your access to and management of the Service Offering.
- 12.12.5. **“Order”** means the internet order page, order document, purchase order, or purchase agreement issued to ArdentMC that specifies your purchase of the Service Offering.

- 12.12.6. **“Relationship Data”** means personal information that we collect during the registration, activation and maintenance of your account. It may include names and contact details of your personnel involved in maintaining or using the Service Offering. It does not include information collected through the publicly accessible portions of our webpages, which is subject to the Privacy Policy posted on those webpages.
- 12.12.7. **“Service Description”** means the then-current Service Offering Service Description document available at the time service is rendered, which contains technical and other information and which we may modify from time to time and is provided for informational purposes only.
- 12.12.8. **“Subscription Term”** means the time period of your access to the Service Offering, as specified by your Order.
- 12.12.9. **“Third Party Content”** means third party data, service, content, software or applications, including open source software.
- 12.12.10. **“Usage Data”** means information regarding your consumption of the Service Offering, such as information on the amount of computing, network, memory and storage resources purchased or consumed, user counts, and third-party licenses consumed. Usage Data may also include information related to the consumption of optional or third party or co-branded services provided to you through the Service Offering.
- 12.12.11. **“Software”** means the underlying software used to provide the Service Offering.
- 12.12.12. **“Your Content”** means any and all applications, files, information, data or other content uploaded to or published or displayed through the Service Offering by you, your users, us (acting upon your instructions as part of a service), or any third-party users who access any service you provide with the Service Offering. It does not include Relationship Data.

The warranty shall commence upon the later of the following:

- a. Activation of the user’s service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

13. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

14. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Training is available as a service through SIN 54151S.

15. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report as required by the contract.

16. Electronic Commerce Service Plan

- (a) Describe the electronic service plan and eligibility requirements.

N/A

- (b) Describe charges, if any, for additional usage guidelines.

N/A

- (c) Describe corporate volume discounts and eligibility requirements, if any.

N/A

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

To develop and promote company policy initiatives that demonstrates 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

Brandon LaBonte

President

1735 N. Lynn Street, Suite 710

Arlington, VA, 22209

Phone: 703-964-8010

Brandon.Labonte@ardentmc.com<http://www.ardentmc.com>

SUGGESTED FORMAT FOR BLANKET PURCHASE AGREEMENTS (BPAS)

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

AGENCY

DATE

CONTRACTOR

DATE

BPA NUMBER _____

(CUSTOMER NAME)

SUGGESTED FORMAT FOR BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase

Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

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

- (4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

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

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

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

SERVICE AND DISTRIBUTION POINTS

Ardent Management Consulting, Inc.
1735 N. Lynn Street, Suite 710
Arlington, Virginia, 22209

PARTICIPATING DEALERS

Not Applicable

AWARDED LABOR CATEGORIES AND RATES – SIN 54151S

Special Item Number (SIN)	Description	GSA Price	Delivery Commence
54151S	Cloud Architect 1	\$185.88	TBD/ Agency and Contractor
54151S	Cloud Architect 2	\$247.85	TBD/ Agency and Contractor
54151S	Cloud Architect 3	\$309.81	TBD/ Agency and Contractor
54151S	Data Analyst 1	\$86.75	TBD/ Agency and Contractor
54151S	Data Analyst 2	\$103.27	TBD/ Agency and Contractor
54151S	Data Analyst 3	\$119.79	TBD/ Agency and Contractor
54151S	Database Administrator	\$164.48	TBD/ Agency and Contractor
54151S	Database Administrator 4	\$216.55	TBD/ Agency and Contractor
54151S	Geospatial Engineer 2	\$147.22	TBD/ Agency and Contractor
54151S	Geospatial Engineer 3	\$163.58	TBD/ Agency and Contractor
54151S	Geospatial Engineer 4	\$202.41	TBD/ Agency and Contractor
54151S	Geospatial Information Systems (GIS) Consultant 1	\$113.18	TBD/ Agency and Contractor
54151S	Geospatial Information Systems (GIS) Consultant 2	\$138.13	TBD/ Agency and Contractor
54151S	Geospatial Information Systems (GIS) Consultant 3	\$172.67	TBD/ Agency and Contractor
54151S	Information Technology Analyst 1	\$54.74	TBD/ Agency and Contractor
54151S	Information Technology Analyst 2	\$76.34	TBD/ Agency and Contractor
54151S	Information Technology Analyst 3	\$87.65	TBD/ Agency and Contractor
54151S	Information Technology Analyst 4	\$101.78	TBD/ Agency and Contractor
54151S	Information Technology Project Manager 1	\$120.47	TBD/ Agency and Contractor
54151S	Information Technology Project Manager 2	\$165.23	TBD/ Agency and Contractor

Special Item Number (SIN)	Description	GSA Price	Delivery Commence
54151S	Information Technology Project Manager 3	\$196.79	TBD/ Agency and Contractor
54151S	Information Technology Project Manager 4	\$227.19	TBD/ Agency and Contractor
54151S	Information Technology Requirements Analyst 1	\$73.11	TBD/ Agency and Contractor
54151S	Information Technology (IT) Subject Matter Expert 1	\$148.71	TBD/ Agency and Contractor
54151S	Information Technology (IT) Subject Matter Expert 2	\$181.71	TBD/ Agency and Contractor
54151S	Information Technology (IT) Subject Matter Expert 3	\$219.18	TBD/ Agency and Contractor
54151S	Microsoft Principal	\$313.53	TBD/ Agency and Contractor
54151S	MS Senior Architecture/Development Consultant	\$290.80	TBD/ Agency and Contractor
54151S	Scrum Master 3	\$145.40	TBD/ Agency and Contractor
54151S	Scrum Master 4	\$163.58	TBD/ Agency and Contractor
54151S	Software Developer 1	\$113.58	TBD/ Agency and Contractor
54151S	Software Developer 3 (Senior)	\$159.03	TBD/ Agency and Contractor
54151S	Software Developer 4	\$172.67	TBD/ Agency and Contractor
54151S	Solutions Architect 1	\$115.17	TBD/ Agency and Contractor
54151S	Solutions Architect 2	\$145.40	TBD/ Agency and Contractor
54151S	Solutions Architect 3	\$160.48	TBD/ Agency and Contractor
54151S	Software Architect 4	\$177.21	TBD/ Agency and Contractor
54151S	Software Developer	\$136.32	TBD/ Agency and Contractor
54151S	Systems Analyst 2	\$122.69	TBD/ Agency and Contractor
54151S	Systems Engineer 1	\$95.01	TBD/ Agency and Contractor

Special Item Number (SIN)	Description	GSA Price	Delivery Commence
54151S	Systems Engineer 2	\$123.19	TBD/ Agency and Contractor
54151S	Systems Engineer 3 (Senior Systems Engineer)	\$149.94	TBD/ Agency and Contractor
54151S	Technical Executive 1	\$154.87	TBD/ Agency and Contractor
54151S	Technical Writer 1	\$72.00	TBD/ Agency and Contractor
54151S	Technical/Project Architect	\$154.49	TBD/ Agency and Contractor
54151S	Technology Consultant 1	\$90.67	TBD/ Agency and Contractor
54151S	Technology Consultant 3	\$143.84	TBD/ Agency and Contractor
54151S	Trainer	\$154.49	TBD/ Agency and Contractor

Note 1: All prices include the Industrial Funding Fee, currently set at .75%

Note 2: Travel and expenses associated with services performed at the end user's site are not included and shall be invoiced separately on an open market basis as incurred.

AWARDED RATES/PRICE FOR SIN 54151ECOM

Special Item Number (SIN)	Description	GSA Price	Delivery Commence
54151ECOM	CMP1GMO - 1 GHz of Cloud Computing Capacity per Month	\$105.55	TBD/ Agency and Contractor
54151ECOM	MEM1GMO - 1 GB of Cloud Virtual Memory (vMem) per Month	\$5.63	TBD/ Agency and Contractor
54151ECOM	STO50GMO - 50GB of Cloud Storage Capacity (vStor) per Month	\$14.08	TBD/ Agency and Contractor
54151ECOM	XFER500GMO - 500MB of Network Data Transfer (vData) per Month	\$28.15	TBD/ Agency and Contractor
54151ECOM	NBW100MMO - 100MB of Network Bandwidth per Month	\$24.42	TBD/ Agency and Contractor
54151ECOM	PUBIPMO - 1 Public IP Address per Month	\$19.73	TBD/ Agency and Contractor

Note 1: All prices include the Industrial Funding Fee, currently set at .75%

Note 2: Travel and expenses associated with services performed at the end user's site are not included and shall be invoiced separately on an open market basis as incurred.