

**AUTHORIZED FEDERAL ACQUISITION SERVICE**  
**Information Technology Schedule Pricelist**

**General Purpose Commercial Information Technology Equipment, Software  
and Services**

**Special Item No.**

<b>132-8</b>	<b>Purchase of Equipment</b>
FSC CLASS 5810	Communications Security Equipment & Components
<b>132-12</b>	<b>Maintenance, Repair Service and Repair Parts/Spare Parts</b>
	- Repair Service
	- Repair Parts/Spare Parts
<b>132-33</b>	<b>Perpetual Software License</b>
FSC CLASS 7030	-Information Technology Software
<b>132-34</b>	<b>Software Maintenance</b>
	-Software Maintenance as a Service
<b>132-51</b>	<b>Information Technology Professional Services</b>
FPDS CODE D301	IT Facility Operation and Maintenance
FPDS CODE D302	IT Systems Development Services
FPDS CODE D306	IT Systems Analysis Services
FPDS CODE D307	Automated Information Systems Design and Integration Services
FPDS CODE D308	Programming Services
FPDS CODE D310	IT Backup and Security Services
FPDS CODE D311	IT Data Conversion Services
FPDS CODE D316	IT Network Management Services
FPDS CODE D317	Automated News Services, Data Services, or Other Information Services
FPDS CODE D399	Other Information Technology Services, Not Elsewhere Classified
<b>132-52</b>	<b>Electronic Commerce Services</b>
FPDS CODE D304	Value Added Network Services (VANs)

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

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

**Note 4:** Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.



e-Management  
1010 Wayne Avenue Suite 1150  
Silver Spring, MD 20910  
Phone (301) 565-2988  
Fax (301) 565-2995  
[www.e-mcinc.com](http://www.e-mcinc.com)  
Certified SBA 8(a) Woman-Owned, Minority-Owned Small Business

Contract Number: **GS-35F-0542L**  
Period Covered by Contract: **8/13/2001 -- 8/12/2011**

**General Services Administration  
Federal Acquisition Service**

Pricelist current through Modification #**PO-0015**, dated **10/24/2008**

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

# AUTHORIZED FEDERAL ACQUISITION SERVICE Information Technology Schedule Pricelist

## General Purpose Commercial Information Technology Equipment, Software and Services

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Information Technology Schedule Pricelist**

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**INFORMATION APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: SMALL BUSINESS PARTICIPATION**

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

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

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT**

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

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

Offerors are requested to check one of the following boxes:

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

The Geographic Scope of Contract will be overseas delivery only.

The Geographic Scope of Contract will be domestic delivery only.

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

Ordering:

e-Management

1010 Wayne Avenue Suite 1150

Silver Spring, MD 20910

Payment:

e-Management

1010 Wayne Avenue Suite 1150

Silver Spring, MD 20910

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

**GSA SCHEDULE - INFORMATION FOR ORDERING ACTIVITIES**

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: Phone: (301) 565-2988 Fax: (301) 565-2995

**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: **13-866-8459**  
BLOCK 30: **A. SMALL DISADVANTAGED BUSINESS**  
BLOCK 31: **WOMAN-OWNED SMALL BUSINESS - YES**  
BLOCK 36: **CONTRACTOR'S TAXPAYER IDENTIFICATION (TIN): 52-2196632**

**4A. CAGE CODE: 1SR50**

4b. e-Management has registered with the CCR database.

**5. FOB**

Destination

**6. DELIVERY SCHEDULE**

a) **Time of Delivery:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<b>SIN</b>	<b>DELIVERY TIME (DAYS ARO)</b>
132-8	30 Days
132-12	30 Days
132-33	1 Day (24 Hours)
132-34	1 Day (24 Hours)
132-51	To be negotiated between e-Management and ordering agency on each task order.
132-52	To be negotiated between e-Management and ordering agency on each task order.

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

**7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED.**

a. **Prompt Payment:** **0% - Net 30 days from receipt of invoice.**  
b. **Quantity:** **None**  
c. **Dollar Volume:** **None**

**d. Government Educational Institutions:** Government Educational Institutions are offered the same discounts as all other Government customers

**e. Government Credit Card Discount:** **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. Overseas shipment will not be provided under this contract.

**10. SMALL REQUIREMENTS:**

The minimum dollar value of orders to be issued is \$ 100.00

**11. MAXIMUM ORDER**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000.00:

- Special Item Number 132-8 – Purchase of Equipment
- Special Item Number 132-12 – Maintenance, Repair Service and Repair Parts/Spare Parts
- Special Item Number 132-33 – Perpetual Software License
- Special Item Number 132-34 – Software Maintenance
- Special Item Number 132-51 – Information Technology (IT) Professional Services
- Special Item Number 132-52 – Electronic Commerce (EC) Services

**12. ORDERING PROCEDURES FOR FEDERAL ACQUISITION 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. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES.**

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

**16. GSA ADVANTAGE!**

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

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

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

**17. PURCHASE OF OPEN MARKET ITEMS.**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Acquisition Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

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

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

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

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

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

**19. OVERSEAS ACTIVITIES.**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: Not Applicable

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

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

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

**21. CONTRACTOR TEAM ARRANGEMENTS.**

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

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION.**

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

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

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

**23. SECTION 508 COMPLIANCE.**

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

[www.e-mcinc.com](http://www.e-mcinc.com)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/)

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL ACQUISITION SCHEDULES.**

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

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

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Acquisition 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 PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Symbiot's products are self installable.

b. **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.

- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE**

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

**6. WARRANTY**

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

Symbiot's Standard Commercial Warranty:

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

- (a) Time of delivery/installation quotations for individual orders;

- (b) 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.

- (c) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor pursuant to this Contract or individual Task Order.

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

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Symbiot, Inc.

**GSA SCHEDULE - INFORMATION FOR ORDERING ACTIVITIES**

11044 Research Blvd.  
 Building B, Suite 220  
 Austin, TX 78759

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

<b>Manufacturer</b>	<b>Part Number</b>	<b>Description</b>	<b>GSA Net Price</b>
Symbiot Inc.	10003	Symbiot 9600 Terabyte Storage Appliance (2TB)*	13,602.02
Symbiot Inc.	10013	Symbiot 9600 Terabyte Storage additions*	5,667.51
Symbiot Inc.	10500	Symbiot 7200 5-Pack Connector Licenses	9,445.84
Symbiot Inc.	10501	Symbiot 7200 10-Pack Connector Licenses	16,530.23
Symbiot Inc.	10502	Symbiot 7200 25-Pack Connector Licenses	35,421.91
Symbiot Inc.	10000	Symbiot/OpenSIMS 3200 Event Sensor	3,808.56
Symbiot Inc.	10001	Symbiot 5600 risk Metrics Concentrator	21,158.69
Symbiot Inc.	10002	Symbiot 7200 risk Metrics Aggregator	105,793.45
Symbiot Inc.	20000	Symbiot/OpenSIMS 3200 Event Sensor - Gov/Military for 4 years	592.44
Symbiot Inc.	20001	Symbiot 5600 risk Metrics Concentrator - Gov/Military for 4 years	2,369.77
Symbiot Inc.	20002	Symbiot 7200 risk Metrics Aggregator - Gov/Military for 4 years	21,158.69

**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, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY  
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED  
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a **to be determined on each individual order**, mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:  
  
Symbiot, Inc.  
11044 Research Blvd.  
Building B, Suite 220  
Austin, TX 78759

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

**3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

**4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

**5. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

**6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

**7. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

**8. MAINTENANCE RATE PROVISIONS**

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

**b. REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

**c. AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

**d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

To be determined per task order

**9. QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

NONE

**9. REPAIR SERVICE RATE PROVISIONS**

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by an ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \*To be determined per task order\* per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

(1) **REGULAR HOURS**

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no

**GSA SCHEDULE - INFORMATION FOR ORDERING ACTIVITIES**

additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

**(2) AFTER HOURS**

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

**(3) SUNDAYS AND HOLIDAYS**

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

**REPAIR SERVICE RATES AND LOCATION**

	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	225.00	112.50	135.00	225.50
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	315.00	157.50	180.00	315.00
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	405.00	202.50	225.00	405.00

\*MINIMUM CHARGES INCLUDE 2 FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 2/6/07, at a discount of 10% from such listed prices.

**GSA SCHEDULE - INFORMATION FOR ORDERING ACTIVITIES**

**11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of “remainder of limited warranty period”.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period “remainder of limited warranty period”.

**12. INVOICES AND PAYMENTS**

a. Maintenance Service

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

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Manufacturer	Part #	Product Description	GSA Net Price
Symbiot Inc.	90000	Symbiot/OpenSIMS 3200 - 1 yr Support/Maintenance	761.71
Symbiot Inc.	90001	Symbiot 5600 - 1 yr Support/Maintenance	4,231.74
Symbiot Inc.	90002	Symbiot 7200 - 1 yr Support/Maintenance	21,158.69
Symbiot Inc.	90090	Symbiot/OpenSIMS 3200 - 1 yr SymbiotNET	507.81
Symbiot Inc.	90091	Symbiot 5600 - 1 yr SymbiotNET	2,792.95
Symbiot Inc.	90092	Symbiot 7200 - 1 yr SymbiotNET	14,091.69

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

**1. INSPECTION/ACCEPTANCE**

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

**2. GUARANTEE/WARRANTY**

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

**WARRANTY**

**e-Management e-Gov Risk Portfolio Manager™ Software License Agreement & Warranty**

**SOFTWARE WARRANTY:** e-Management warrants that for the first 90 days following delivery of the Programs to Client (the "Warranty Period"), (i) the Programs as delivered will perform substantially in conformance with the applicable Documentation, and (ii) the digital or electronic media on which the Programs and the Documentation are distributed are free from defects in materials and workmanship. e-Management does not warrant that the Programs will operate in combinations except as specified in the Documentation. Notwithstanding any other provision of this Agreement, e-Management and Client acknowledge that Client's use of the Software or other deliverables provided hereunder may not be uninterrupted or error-free. As Client's sole and exclusive remedy and e-Management's entire liability for any breach of the foregoing warranty, e-Management will, at its sole option and expense, promptly repair or replace any medium or Program which fails to meet this limited warranty or, if e-Management is unable to repair or replace the medium or the Program, refund to Client the applicable license fees paid upon return of the nonconforming item to e-Management.

**Maintenance**

- **INITIAL MAINTENANCE PERIOD** – The Maintenance Service purchased will extend for one year after the date the Programs are made available to you.
- **SUBSEQUENT MAINTENANCE PERIODS** - Upon expiration of the Initial Maintenance Period, Maintenance will automatically renew for successive annual periods, provided (i) e-Management continues to offer Maintenance for the relevant Program(s) to its general client base; (ii) you pay the Maintenance fees applicable for the relevant Maintenance Period and the relevant level of Maintenance, and (iii) you do not terminate Maintenance by providing e-Management with at least 30 days written notice prior to the expiration of the applicable initial or subsequent Maintenance Period. Maintenance fees for the Program(s) will be

calculated per the applicable Schedule at our then current license fees. All Maintenance fees will be due and payable at the beginning of each Maintenance Period.

- **LAPSED MAINTENANCE** – To the extent you have not continuously maintained Maintenance Services at a level of at least Basic Maintenance from the earlier of the effective date of this Schedule or the date that you first licensed any of our software programs and you wish to begin receiving Maintenance Services, you will be required to first pay us to reinstate lapsed Maintenance in addition to the fees due us for the new Maintenance Period, in each case, at our then current fees.
- **NEW FUNCTIONALITY THROUGH PROGRAM UPDATES** – To the extent an Update includes new functionality you have not already licensed, you agree to be bound by any limitations or restrictions (together, “Limitations”) concerning your ability to use such Program Updates provided such Limitations do not decrease your ability to use the functionality previously licensed and we notify you of such Limitations whether by means of a license schedule, agreement, or some other means, electronic or otherwise. To the extent you want to exceed such Limitations, you must contact us to purchase the necessary rights.

**Grant of License:** e-Management grants the reseller a non-exclusive and non-transferable license to use the software product and to make one copy solely for backup or archival purposes, which may include user documentation provided via on-line or other electronic form. Additional copies may not be made nor may anyone else be allowed to copy or otherwise reproduce any part of the licensed software without prior written consent of e-Management. The reseller may transfer product and therefore license, but may not make copies or may not allow any one else to make copies unless specifically outlined in their reseller agreement or with prior written consent of e-Management.

**Copyright:** All trademark(s), logo(s), name(s), software, documentation and other supporting materials relating to the product are trademarked, copyrighted or owned by e-Management as proprietary information protected by United States copyright laws and international and applicable national treaty provisions and laws. Software protection extends beyond its literal code to structure, sequence and organization; any unauthorized use or modification would constitute a misappropriation of e-Management proprietary rights and a violation of the product's stated license agreement.

**Liabilities:** e-Management's entire liability to the purchaser's exclusive remedy shall be at e-Management's option, either return of the price paid or repair/replacement of the product not meeting e-Management's declared Limited Warranty. In all cases, e-Management will address any claim for repairs, replacement or refund via the reseller or directly with the end-user in the event of a direct sale by e-Management. e-Management or its suppliers shall not be liable in any event to anyone for any indirect, incidental, consequential, special or exemplary damages including without limitation damages for loss of business profits, business interruptions, business information or other pecuniary loss arising out of the use of or inability to use the said product even if advised of the possibility of such damages. In any case, e-Management's entire liability under any provision of this agreement shall be limited to the amount actually paid by the purchaser for the product.

**Remedy:** For software defects, e-Management shall use a commercially reasonable effort to correct defects that result in material non-compliance with the user's manuals, for such

software, and supply a corrected version of the software.

**Exclusions:** The above remedies are available only if e-Management's examination discloses to e-Management's satisfaction that such defects actually exist and were not caused by end-user's misuse, unauthorized modifications, neglect, improper installation or testing. e-Management makes no warranty with respect to the non-infringement of any third party's intellectual property rights.

**Disclaimer:** THE EXPRESS WARRANTY ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use or performance of Products, whether made by e-Management employees or otherwise shall be deemed to be a warranty by e-Management for any purpose or give rise to any liability of e-Management whatsoever unless contained in the Sales Acknowledgment or the e-Management Terms and Conditions of Sale.

**LIMITATIONS:** THE EXPRESS OBLIGATION STATED ABOVE IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF E-MANAGEMENT FOR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LIABILITY DUE TO OR ASSOCIATED WITH INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY LOSS, DAMAGE, OR INJURY, DIRECT OR CONSEQUENTIAL (INCLUDING ANY LOSS OF PROFITS, USE, BUSINESS OR THE LIKE, EVEN IF E-MANAGEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SAME), ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF E-MANAGEMENT'S PRODUCTS, AND IT IS AGREED THAT REPAIR OR REPLACEMENT, IN ACCORDANCE WITH THE FOREGOING WARRANTY, IS E-MANAGEMENT'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR SUCH LIABILITY, LOSS, DAMAGE, OR INJURY. THIS LIMITATION OF E-MANAGEMENT'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR BASED ON A WARRANTY. ANY ACTION AGAINST E-MANAGEMENT MUST BE BROUGHT WITHIN 18 MONTHS AFTER THE CAUSE OF ACTION ARISES. THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSUMER GOODS. EXCEPT AS OTHERWISE PROVIDED BY AN EXPRESS OR IMPLIED WARRANTY, E-MANAGEMENT WILL NOT BE LIABLE TO THE GOVERNMENT FOR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT OR DEFICIENCIES IN ACCEPTED ITEMS.

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

### **3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **888-RPM (776)-1004** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available **Monday - Friday, from 8:00 AM to 8:00 PM EST (times vary for each maintenance package).**

**4. SOFTWARE MAINTENANCE**

- a. Software maintenance service shall include the following:

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

**Maintenance Terms and Pricing can be found on Pages 16**

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

**5. PERIODS OF PERPETUAL LICENSES (132-32) AND MAINTENANCE (132-34)**

**TERM LICENSE NOT APPLICABLE**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the maintenance is to be continued during the subsequent period.

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

**NOT APPLICABLE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

**7. TERM LICENSE CESSATION**

**NOT APPLICABLE**

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third

parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)**

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

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

### **Equipment Compatibility and Technology:**

Development Platform:

- J2EE

Server:

- Windows NT/Windows 2000/Windows 2003/Windows XP Solaris
- Minimum 512MB or RAM (1GB prefer)

- Tomcat Server version 5.0 or greater
- SQL Server 2000 or above/Oracle 8i or above
- JAVA 1.4
- ISS Server or Apache

**Client:**

- Microsoft Windows OS (2000 or greater preferred)
- Netscape 7.0 or greater/Internet Explorer 5.5 or greater
- RAM-64 MB Minimum, 128 or more recommended
- Intel Pentium II (300Hz or faster) Processor
- 25 MB of free hard disk space

**Software Pricing:**

(All Prices are Net, Discounts have been deducted)

**Overview**

Federal Government policies for continuous risk assessments of information Technology (IT) capital investments or mission-critical systems present challenges to Government Program Executive, CIO's, and systems managers in achieving 100% compliance. E-Gov Risk Portfolio Manager™ addresses these challenges by offering an innovative, secure, and powerful web-based solution for capturing, monitoring, reporting, and managing life cycle risks, saving organizations valuable time and money.

**Capital Planning and investment Control**

E-Gov Risk Portfolio Manager™ is fully compliant with OMB A-11 Capital Planning and Investment Control (CPIC) requirements for risk inventory and assessment. The solution provides risk assessment at initial concept, including OMB mandatory risk elements and demonstrates active management of risks throughout the life cycle of the investment.

**Certification and Accreditation**

E-Gov Risk Portfolio Manager™ fully addresses continuous monitoring requirements for Certification & Accreditation (C&A) under NIST SP 800 37—Section 2.8 which requires: (1) a structured and disciplined configuration management and control process, (2) a process to verify the continued effectiveness of the security controls, and (3) procedures to report the security status of an investment to appropriate agency officials. E-Gov Risk Portfolio Manager™ also allows 24/7 access to risk assessment information. E-Gov Risk Portfolio Manager™ is compliant with the National Information Assurance Certification and Accreditation Process (DITSCAP).

**Features:**

- Secure 24/7 Access
- Ease of Use
- Algorithmic Weights
- COTS
- Multi-Platform
- e-Documentation
- Built in Workflow

**Benefits:**

- Continuous Risk Assessment
- Compliant Federal Reports
- Supports Multiple Databases
- Supports Multiple Legislative Requirements
- Increased Efficiency
- Retains Institutional Knowledge

**GSA SCHEDULE - INFORMATION FOR ORDERING ACTIVITIES**

<b>SIN</b>	<b>Product Part Number</b>	<b>Product Description</b>	<b>GSA Net Price</b>
<b>UPGRADES</b>			
132-33	eRPM-5 - Upgrade to V3.0	eGov Risk Portfolio Manager Ver 2.0 to Ver 3.0: 5 Concurrent Users	\$2,266.88
132-33	eRPM-10 - Upgrade to V3.0	eGov Risk Portfolio Manager Ver 2.0 to Ver 3.0: 10 Concurrent Users	\$4,080.38
132-33	eRPM-20 - Upgrade to V3.0	eGov Risk Portfolio Manager Ver 2.0 to Ver 3.0: 20 Concurrent Users	\$11,397.85
132-33	eRPM-50 - Upgrade to V3.0	eGov Risk Portfolio Manager Ver 2.0 to Ver 3.0: 50 Concurrent Users	\$18,750.00
132-33	eRPM-100 - Upgrade to V3.0	eGov Risk Portfolio Manager Ver 2.0 to Ver 3.0: 100 Concurrent Users	\$34,320.49
<b>NEW SOFTWARE VERSION</b>			
132-33	eRPM V3.0.-5	eGov Risk Portfolio Manager - Version 3.0: 5 Concurrent Users	\$34,003.13
132-33	eRPM V3.0.-10	eGov Risk Portfolio Manager Version 3.0: 10 Concurrent Users	\$58,938.75
132-33	eRPM V3.0.-20	eGov Risk Portfolio Manager Version 3.0: 20 Concurrent Users	\$68,006.25
132-33	eRPM V3.0.-50	eGov Risk Portfolio Manager Version 3.0: 50 Concurrent Users	\$140,546.25
132-33	eRPM V3.0.-100	eGov Risk Portfolio Manager, Version 3.0: 100 Concurrent Users	\$267,491.25

**GSA SCHEDULE - INFORMATION FOR ORDERING ACTIVITIES**

**Software Maintenance Terms and Pricing:**

**(All Prices are Net, Discounts have been deducted)**

<b>SIN</b>	<b>Product Number</b>	<b>Maintenance</b>	<b>GSA Net Price</b>
132-34	Basic Support	Includes web-based electronic technical support, Phone Support Monday through Friday, 8 hours per day (9:00 A.M. – 5:00 P.M. EST), and product Updates for the Programs provided pursuant to the licenses purchased hereunder for one year from date of delivery of the Programs licensed hereunder.	15% of Software Cost
132-34	Extended Support	Includes web-based electronic technical support; Phone Support Monday through Friday, 10 hours per day (8:00 A.M. – 6:00 P.M. EST); and product Updates for the Programs provided pursuant to the licenses purchased hereunder for one year from date of delivery of the Programs licensed hereunder.	18% of Software Cost
132-34	Enterprise Support	Includes web-based electronic technical support, Phone Support Monday through Friday, 12 hours per day (8:00 A.M. – 8:00 P.M. EST), and product Updates for the Programs provided pursuant to the licenses purchased hereunder for one year from date of delivery of the Programs licensed hereunder.	20% of Software Cost

**11. RIGHT-TO-COPY PRICING**

Right –to-Copy Pricing does not apply to e-Management, Inc.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND  
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

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

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 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) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

**7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 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/EC Services.

**9. INDEPENDENT CONTRACTOR**

All IT/EC 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/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

**12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

**13. RESUMES**

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

**14. INCIDENTAL SUPPORT COSTS**

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

**15. APPROVAL OF SUBCONTRACTS**

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

**16. DESCRIPTION OF IT/EC SERVICES AND PRICING**

***Corporate Overview***

e-Management provides high-end Information Technology (IT) technical and management services to government clients with a diverse set of experiences across multiple platforms, industries and business environments. Our mission is to help our clients apply successfully proven technical and management solutions in dynamic and rapidly changing operating environments. e-Management helps government clients achieve their goal of technology-enabled environments to make it easier for citizens to interact with and obtain services from the federal government; to improve government efficiency and effectiveness; and to improve the government's responsiveness to citizens.

e-Management is a certified SBA 8(a) woman-owned, minority-owned small business headquartered in Silver Spring, Maryland. The company's services focus on the needs and relationships of government customers and stakeholders from planning through implementation. The company is a technically strong, financially stable business with proven performance-based contract support. With core competencies encompassing IT strategic planning, IT capital and investment planning, enterprise architecture, web applications and services, managed network services, and information security compliance, e-Management's professional services team offers a wealth of experience to our clients.

## ***Our Services***

### ***IT Strategic Planning & Management***

e-Management offers recognized subject matter experts in IT strategic planning and Capital Planning and Investment Control (CPIC), including planning for, and preparing successful Exhibit 53s and Exhibit 300s, quarterly control review and attaining/maintaining Green status on the President's Management Agenda (PMA), preparing annual reports, reviewing existing and proposed agency level or Office of Management and Budget (OMB) IT policy and its impact on our clients, strategic planning for successfully implementing new policy, and examining existing processes for improvement.

Our enterprise architects are experienced with all of the Federal Enterprise Architecture (FEA) reference models for lines of business, services provided to the customer, and the involved technologies, and assist our clients with cross-agency analysis and the identification of duplicative investments, gaps, and opportunities for collaboration within and across federal agencies.

### ***Information Security***

e-Management's information security services include 1) Policy and Compliance Support, 2) Security Evaluations, 3) Certification and Accreditation Services and 4) Operations and Monitoring Protection. Our analysts are experienced with applicable statutes such as the Federal Information Security Management Act (FISMA), the Computer Security Act, OMB Circulars, and the Clinger-Cohen Act. e-Management IT security analysts are often called upon to support IT security policy and implementation in compliance with technical standards from agencies such as the National Institute of Standards and Technology (NIST).

e-Management IT security professionals perform security evaluations to identify various business and technical risks and exposure, and then design plans tailored to the unique requirements of our client organizations. These activities can include:

- Identifying risks using our innovate, automated it risk management tool e-gov risk portfolio manager tm
- Assessing current technical system controls and applying automated security assessment tools
- Performing gap analysis and evaluating policies and procedures
- Reviewing, logging, monitoring and escalation procedures
- Identifying weak links and addressing the potential for security breaches
- Providing prioritized recommendations with associated investments and benefits

e-Management professionals continually identify new intrusion detection/intrusion prevention devices, remote access technologies, vulnerability analysis tools, and varying technologies. Our technology solutions provide real-time, centralized monitoring of security events across several different security products and sources located at multiple sites and conserve critical security staff resources by integrating multi-vendor solutions. Our solutions also offer flexibility and scalability for enterprise requirements and deliver a variety of reports on security event activity for trend analysis and audit compliance.

e-Management's information security practice features an innovative automated IT risk management tool e-Gov Risk Portfolio Manager TM designed to enable government IT decision makers and senior executives comply with Federal regulations by giving them

the means to continuously monitor and mitigate risks associated with capital investments or mission critical systems. e-Gov Risk Portfolio Manager TM fulfills a key component of the C&A process, providing decision makes with the ability to analyze root causes of risk and mitigate often-overlooked risk dependencies.

**Web Applications and Services**

e-Management's capabilities in web applications and services include designing, building, upgrading, operating, and maintaining web-based software systems. Our designers and developers use systematic, disciplined, and quantifiable engineering approaches and industry best practices in all of our engagements. e-Management has developed multiple solutions using highly adaptive and flexible processes that meet the operational and dynamic requirements of our customers. Our capabilities cover the following areas:

- Development of custom solutions using a variety of relational database management systems, such as Oracle, SQL, Access, and other 4GL systems, along with Visual C++ and other tools and languages
- Other software development such as Internet and intranet websites featuring Java applets, XML, graphical user interface (GUI), and tools such as FrontPage, ColdFusion, DreamWeaver, and other leading website development tools
- Web content management/portal solutions

**Manage Network Services**

At e-Management, we specialize in providing infrastructure solutions that are reliable, secure, and agile. We accomplish this through the following:

- System designs that support growth and change through the application of flexible, scalable network environments
- Detailed network architectures, systems specifications, and implementation guidelines through all phases of the network life cycle
- Procurement support for acquiring necessary materials, software, hardware and circuits.

Complete network implementation services including integration, installation, testing and training, 24/7 network management services at client sites.

The following pages contain descriptions of the labor categories and pricing available to perform the services described above. Note that all labor categories are available under SINs 132-51 and 132-52.

**e-Management  
Commercial Job Title Descriptions**

<b>No.</b>	<b>Category Title</b>	<b>Education</b>	<b>Experience</b>	<b>Responsibilities</b>
01	<p><b>Sr. Systems Analyst 1</b></p> <p><u>Possible Job Titles:</u></p> <p>Chief Engineer, Chief Scientist, Director, Chief Consultant, Principal Telecommunications Analyst, Project Manager, Principal Systems Architect, Communications Network Mgr., Principal BPR Specialist</p>	Bachelors & Masters Degree or equivalent experience.	10+ years	Progressively responsible experience involving information technology and related systems. Provides subject matter expertise for information processing, telecommunication, security systems, networks, etc. Provides highly technical specialized guidance with regard to complex IT challenges. May lead and direct a team of analysts.
02	<p><b>Sr. Systems Analyst 2</b></p> <p><u>Possible Job Titles:</u></p> <p>Sr. Scientist, Sr. LAN/WAN Specialist, Sr. Technical Director, Sr. Designer, Sr. Training Analyst, Senior BPR Specialist Hardware Specialist, Communications Specialist, Web Designer/Developer</p>	Bachelors Degree or equivalent experience	8+ years	Highly experienced at defining requirements, conceptualizing system design, evaluating alternatives and presenting recommendations. Experience using structured analytical and programming techniques. Provides technical guidance for staff performing development tasks through the life cycle phases.
03	<p><b>Sr. Systems Analyst 3</b></p> <p><u>Possible Job Titles:</u></p> <p>Consulting Engineer, Principal LAN/WAN Specialist, BPR Analyst,</p>	Bachelors Degree or equivalent experience	6+ years	Highly experienced at defining requirements, conceptualizing system design, evaluating alternatives and presenting recommendations. Experience using structured analytical and programming techniques. Provides technical guidance for staff performing development tasks

**GSA SCHEDULE ----- E-MANAGEMENT CONSULTANTS**

No.	Category Title	Education	Experience	Responsibilities
	Consulting Analyst, Principal Advisor, Production Control Specialist, Lead Quality Assurance Analyst, LAN Engineer, Sr. Electronics Engineer, Sr. Financial Consultant, Web Content Administrator			through the life cycle phases.
04	<p><b>Sr. Systems Analyst 4</b></p> <p><u>Possible Job Titles:</u></p> <p>Network Engineer, Computer Specialist. Program Analyst</p>	Bachelors Degree or equivalent experience	5+ years	Highly experienced at defining requirements, conceptualizing system design, evaluating alternatives and presenting recommendations. Provides technical guidance for staff performing development tasks through the life cycle phases.
05	<p><b>Systems Analyst 1</b></p> <p><u>Possible Job Titles:</u></p> <p>Senior Engineer, Senior Programmer/Analyst, Help Desk Lead, LAN/WAN Specialist, BPR Analyst, Senior Test Specialist</p>	Bachelor s Degree or equivalent experience	7+ years	Experienced at defining requirements, conceptualizing system design, evaluating alternatives, and presenting recommendations. Experienced in the use of automated tools for requirements analysis and system design activities. Defines, de signs, and specifies processes and procedures supporting complex information systems. Works as part of a team during the various phases of the systems development life cycle. Creates documentation supporting development activities.
06	<p><b>Systems Analyst 2</b></p> <p><u>Possible Job Titles:</u></p> <p>Electronic Technician, Engineering Technician, Electrical/Cable Technician,</p>	High school diploma or equivalent experience	3+ years	Experience in the installation and maintenance of information technology systems. Possesses working knowledge of applicable standards. Experienced with system installation technologies such as copper, fiber optic cabling systems, etc. May be experienced in computer system operations. Receives technical guidance as

**GSA SCHEDULE ----- E-MANAGEMENT CONSULTANTS**

No.	Category Title	Education	Experience	Responsibilities
	Communications Technician, PC Specialist, Technical Support Assistant, Computer Operator, Help Desk Analyst			required from higher level technicians or supervisors.
07	<p><b>Sr. Programmer Analyst</b></p> <p><u>Possible Job Titles:</u></p> <p>Expert Systems Analyst, Chief Engineer, Chief Programmer/Analyst, Chief Analyst, Expert LAN/WAN Specialist, Staff Analyst, Senior Advisory Staff, Sr. Systems Administrator, Sr. Training Specialist, Sr. Database Mgmt Specialist, Sr. Imaging Specialist</p>	Bachelors Degree or equivalent experience. Advanced degree desirable.	8+ year s	Highly experienced at defining requirements, conceptualizing system design, evaluating alternatives, and presenting recommendations. Experience using structured analytical and programming techniques. Defines, designs and specifies proc esses and procedures for developing complex information systems. May function as a team leader during the requirements analysis and system design phase of the system development life cycle.
08	<p><b>Programmer Analyst</b></p> <p><u>Possible Job Titles:</u></p> <p>Sr. Programmer, Sr. Technical Writer, Data Administrator, Sr. QA Specialist, Documentation Specialist</p>	Bachelors Degree or equivalent experience	6+ years	Perform analysis of business systems, procedures and processes. Develop application systems or subsystems. Perform complex analytical projects as part of a team during the system development life cycle. Analyzes processes and procedure s and creates program designs based on the analysis.
09	<p><b>Programmer</b></p> <p><u>Possible Job Titles:</u></p> <p>Programmer, PC Support Specialist, Technical Support Specialist, LAN/WAN Specialist, Task Leader</p>	High school diploma or equivalent experience	5+ years	Experience in the installation and maintenance of Information Technology systems. Possesses working knowledge of applicable standards. Experienced with system installation technologies such as copper and fiber optic cabling systems. Able to integrate new technologies to existing system components. Able to identify malfunctions and accommodate changes.

**GSA SCHEDULE ----- E-MANAGEMENT CONSULTANTS**

No.	Category Title	Education	Experience	Responsibilities
10	<p><b>Sr. Electronics Technician</b></p> <p><u>Possible Job Titles:</u></p> <p>Electronic Technical Supervisor, Sr. Telecommunications Specialist, Sr. Communications Technician, Network Engineer, Sr. PC Support Specialist, Sr. Technical Support Specialist, Sr. LAN/WAN Specialist, Task Leader</p>	High School Diploma or equivalent experience	5+ years	Applies advanced technical knowledge and experience to investigate, analyze, plan, design and provide technical oversight for systems installation such as voice and data transmission, and complete hardware/software systems.
11	<p><b>Support Staff</b></p> <p><u>Possible Job Titles:</u></p> <p>Communications Technician, PC Support Assistant, Technical Support Specialist, IT Support Specialist, LAN/WAN Specialist, Administrative Assistant</p>	High school diploma or equivalent experience	2+ years	Experience in providing support for the design and development of information technology systems. Provides analysis support for the development of requirements and develops design to support functional requirements.
12	<p><b>Systems Integration Architect</b></p>	Bachelors & Masters Degree or equivalent experience	10+ years	Manages substantial program/technical operations involving multiple projects/sub-task orders and personnel at diverse locations. Develops/implements systems/solutions involving the use of software, hardware, and standards information technology skills in the analysis, specification, development, integration, and acquisition of systems for information management applications. Ensure these systems are compliant with applicable Federal, legislative or technical standards or guidance. Involves mastery of

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No.	Category Title	Education	Experience	Responsibilities
				specialized technical areas of expertise.
13	<b>Enterprise Integration Specialist</b>	Bachelors degree in a related field or equivalent experience	8+ years	Provides lead expert technical assistance in the implementation and integration of complex functional/technical solutions. Delivers and ensures technical support of integrated delivery systems to internal and external clients. Leads teams in the development and implementation of n-tier web application systems, including web content management solutions.
14	<b>Senior Information Engineer</b>	Bachelors degree in a related field or equivalent experience	8+ years	Applies advanced technical knowledge in evaluating/analyzing problems of workflow, organization, and planning and develops appropriate corrective actions. Applies business process improvement practices to re-engineer methodologies/principles and business processes. Analyzes network characteristics, recommends procurement, removals and modification to network components. Designs and optimizes network topologies and site configurations.
15	<b>Consultant</b>	Bachelors degree or equivalent experience	10+ years	Provides technical, managerial, or operational expertise in a specialized area of practice such as Computer Science, Engineering, Information Technology, Management, etc....

**GSA SCHEDULE ----- E-MANAGEMENT CONSULTANTS**

**e-Management  
Out-Year Pricing**

<b>CLINS</b>	<b>Labor Category</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
1	Sr. Systems Analyst 1	\$130.07	\$ 134.20	\$ 138.49	\$ 142.92	\$ 147.50
2	Sr. Systems Analyst 2	\$95.51	\$ 98.54	\$ 101.70	\$ 104.95	\$ 108.31
3	Sr. Systems Analyst 3	\$74.74	\$ 77.11	\$ 79.58	\$ 82.12	\$ 84.75
4	Sr. Systems Analyst 4	\$71.77	\$ 74.05	\$ 76.41	\$ 78.86	\$ 81.38
5	Systems Analyst 1	\$60.64	\$ 62.59	\$ 64.59	\$ 66.66	\$ 68.79
6	Systems Analyst 2	\$41.75	\$ 43.08	\$ 44.46	\$ 45.89	\$ 47.35
7	Sr. Programmer Analyst	\$88.99	\$ 91.81	\$ 94.75	\$ 97.78	\$ 100.91
8	Programmer Analyst	\$67.07	\$ 69.22	\$ 71.43	\$ 73.72	\$ 76.08
9	Programmer	\$47.23	\$ 48.77	\$ 50.33	\$ 51.94	\$ 53.60
10	S. Electronics Technician	\$55.57	\$ 57.38	\$ 59.22	\$ 61.11	\$ 63.07
11	Support Staff	\$37.44	\$ 38.64	\$ 39.87	\$ 41.15	\$ 42.47
12	Systems Integration Architect	\$158.37	\$ 163.40	\$ 168.63	\$ 174.02	\$ 179.59
13	Enterprise Integration Specialist	\$120.54	\$ 124.37	\$ 128.35	\$ 132.46	\$ 136.70
14	Senior Information Engineer	\$86.06	\$ 88.79	\$ 91.63	\$ 94.56	\$ 97.59
15	Consultant	\$170.63	\$ 176.05	\$ 181.68	\$ 187.49	\$ 193.49

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

**PREAMBLE**

e-Management 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 ***Ola Sage, President, Phone: (301) 565-2988, e-mail [osage@e-mcinc.com](mailto:osage@e-mcinc.com), Fax: (301) 565-2995***

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL ACQUISITION 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 Acquisition Schedule Contract(s)

\_\_\_\_\_.

Federal Acquisition 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 Acquisition 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

\_\_\_\_\_  
Ordering Activity                      Date

\_\_\_\_\_  
Contractor                                      Date

**GSA SCHEDULE ----- BLANKET PURCHASE AGREEMENT**

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

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

MODEL NUMBER/PART NUMBER	*SPECIAL
BPA DISCOUNT/PRICE	

_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
--------	------------------

_____	_____
_____	_____
_____	_____

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

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

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

- (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Acquisition 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 Acquisition Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

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

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

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