

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

SIN 132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- **FPDS Class D301 IT Facility Operation and Maintenance**
- **FPDS Class D302 IT Systems Development Services**
- **FPDS Class D306 IT Systems Analysis Services**
- **FPDS Class D307 Automated Information Systems Design and Integration Services**
- **FPDS Class D308 Programming Services**
- **FPDS Class D310 IT Backup and Security Services**
- **FPDS Class D311 IT Data Conversion Services**
- **FPDS Class D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services**
- **FPDS Class D316 IT Network Management Services**
- **FPDS Class D399 Other Information Technology Services, Not Elsewhere Classified**

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services and cannot be purchased separately.

**DataCure, Inc.
7617 Little River TurnPike, Suite 200
Annandale VA 22003
Phone: 703.941.4444
Fax: 703.995.4740**

CONTRACT NUMBER: GS-35F-0393M

PERIOD COVERED BY CONTRACT: 9 April 2012 through 8 April 2017

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE

Contractor's Business Description

DataCure Inc. specializes in providing services related to building and managing information technology solutions. Our service offerings are mainly in the field of Computer software engineering, data integration and computer security policy/ procedure development and management:

Software engineering - Experienced in managing full life cycle software development. We specialize in delivering software solutions, which include requirements analysis, process design, data modeling, building, testing, and software implementation and post implementation support. We adhere to structured methodologies in delivering solutions.

Data Integration - Experienced in managing commercial off the shelf software implementations. Specializing in converting, migrating, and integrating external data into commercial and custom applications.

Security Management - Experienced in developing Federal Government security certification programs including producing certification and accreditation documentation. Security mitigation experience with managing the compliance for Certification and Accreditation. Provide Security program management support to federal government security offices including both logical and physical support. Developed security assessment for federal agencies to comply with NIST framework standards. Experienced in GISRA reporting to comply with federal regulations and policies.

As consultants, we specialize in the development and analysis of “State of the Art” solutions. These solutions are tailored to meet or exceed project requirements, and take into account future needs.

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply 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 Supply 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). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (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.

Geographic Scope of Contract:

The geographic scope of this contract is the 48 contiguous states and the District of Columbia.

Contractor's Ordering Address and Payment Information:

For Mailed Orders For Fax Orders:

Attn: Eric J. Laiti
Title: Vice President
Address: 7617 Little River Turnpike, Suite 200
Annandale, VA 22003

Fax No.: (703) 995-4740

Payment Address:

Bank of America, N.A.
Regional Center, VA2-125-04-01
P.O. Box 27025 Richmond, VA 23261-7025

Account Name: DataCure, Inc.
Phone Number: 703.941.4444

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: 703.941.4444

Liability for Injury or Damage

The contractor shall not be liable for any injury to Government personnel or damage to Government 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.

Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 073462181

Block 30: Type of Contractor-G. Other Small Business

Block 31: Woman-Owned Small Business - Yes

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-194584

Cage Code: 1RYK6

Contractor has registered with the Central Contractor Registration Database.

FOB DESTINATION

DELIVERY SCHEDULE

a) TIME OF DELIVERY:

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

SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)

132-51 - As negotiated between Contractor and Ordering Agency

Contractors will expedite delivery and/or overnight delivery as negotiated with the Ordering Agency.

b) **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 a accelerated delivery time acceptable to the ordering agency, 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.

Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

a) Prompt Payment: Net 30 days from receipt of invoice or date of delivery, whichever is later

b) Government Educational Institutions: Same as all other Federal Government customers.

Order Size Requirements:

Small Requirements:

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

Maximum Order:

(All dollar amounts are exclusive of any discount for prompt payment.)

a) Special Item Number 132-51 Information Technology (IT) Professional Services The maximum dollar value per order for all IT Professional Services will be \$500,000.

USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.

In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS) , using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirements, make a separate determination of fair and reasonable pricing, or consider small business set aside in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value ad results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

a) Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b) Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider.

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(2) Trade-in considerations;

(3) Probable life of the item selected as compared with that of a comparable item;

(4) Warranty considerations;

(5) Maintenance availability;

(6) Past performance; and

(7) Environmental and energy efficiency considerations.

c) Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall-

(1) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d) Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs discounts, and delivery locations and times.

e) Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f) Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g) Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

Requirements: Federal departments and agencies acquiring products from this Schedule must comply with 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 offices, shall be responded to promptly by the Contractor.

FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS-FIPSPUBS:

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 subscriptions service should be referred to the NTIS Subscription service should be referred to Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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 Supply 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.

SECURITY REQUIREMENTS:

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

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

SCOPE

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

PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall-

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it

is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

TRANSMIT THE REQUEST TO CONTRACTORS:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall-

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for

individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

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.

PERFORMANCE OF SERVICES

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

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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.

RESPONSIBILITIES OF THE CONTRACTOR

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

RESPONSIBILITIES OF THE GOVERNMENT

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

INDEPENDENT CONTRACTOR

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

ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

INVOICES

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

PAYMENTS

For firm-fixed price orders the Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor hour orders placed under this contract.

RESUMES

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

INCIDENTAL SUPPORT COSTS

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

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.

DESCRIPTION OF IT SERVICES AND PRICING
<p style="text-align: center;">Commercial Job Title: Principal Consultant</p> <p>Minimum/General Experience: Ten years is directly related experience.</p> <p>Functional Responsibility: Provides expertise in IT-specified technology disciplines. Acts as impartial consultant to customer organizations and senior level management and technical personnel. Converges vision, strategy, goals, and objectives into policies and plans.</p> <p>Minimum Education: Bachelor of Science/Bachelor of Arts in computer science, business or engineering. An advanced degree in Business or Information Systems may substitute for 4 years of directly related experience.</p>
<p style="text-align: center;">Commercial Job Title: Project Manager</p> <p>Minimum/General Experience: Eight years of directly related experience.</p> <p>Functional Responsibility: Accountable for all aspects of project or task order performance. Provides overall direction to all project level activity and personnel. Interfaces with client personnel. Ensures schedules are met. Monitors performance indicators such as cost and deliverable schedules. Keeps management informed of project status and deviations. Demonstrates strong oral and written communication skills. Typically reports to the Program Manager or other senior management.</p> <p>Minimum Education: Bachelors Degree in a relevant discipline. An advanced degree in Business or Information Systems may substitute for 4 years of directly related experience.</p>

Commercial Job Title: Senior Database Engineer

Minimum/General Experience: Eight years of directly related experience.

Functional Responsibility: Provides technical expertise in the use of Database Management Systems (DBMS). Defines file organization, indexing methods, and security procedures for specific user applications. Performs software engineering and systems analysis to support design, development, test, configuration, and integration of new or modified large-scale relational database systems. Analyzes and develops computer software processing a wide range of capabilities, including data warehouse technologies, business data model, Executive Information Management, and Decision Support System. Analyzes user interfaces, maintain hardware and software performance tuning, analyzes workload and computer usage, maintains interfaces with outside systems, analyzes proposed system modifications, upgrades and new commercial-off-the-shelf (COTS) products. Prepares required documentation, including both program-level and user-level documentation. Performs database administration (DBA) services including installation, configuration, administration, performance monitoring, tuning, backup, and disaster recovery strategies for operational and developmental databases. Provides database design, client/server integration, database modeling, and support for systems under development. Coordinates functional design and system architecture issues between parties involved in the development process. Prepares required documentation, including both program-level and user-level documentation. May provide technical guidance to more junior Database Specialists.

Minimum Education: Bachelor of Science/Bachelor of Arts. Advanced Degree in CS, MIS or related Information Systems may substitute for 4 years of directly related experience.

Commercial Job Title: Sr. Systems Analyst

Minimum /General Experience: Eight years is directly related experience. Requires competence in systems analysis techniques, concepts and methods

Functional Responsibility: Serves as computer systems expert on assignments that typically involve the establishment of a framework for new automated systems where the concern is with overall IT infrastructure; from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements. Duties require a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise policy making officials on systems design.

Minimum Education: Bachelor of Science/Bachelor of Arts. Advanced Degree in CS, MIS or related Information Systems may substitute for 4 years of directly related experience.

Commercial Job Title: Senior Systems Engineer

Minimum/General Experience: 10 years of directly related experience. Requires

proficiency in systems engineering techniques, concepts and methods.

Functional Responsibility: Performs a variety of network engineering tasks, either independently or under supervision, which are broad in nature and are concerned with the design and implementation of integrated networks. Knowledge includes proficiency of hardware and software components used to create secure and reliable networks.

Minimum Education: High School Diploma or GED. Bachelor of Science/Bachelor of Arts may substitute for 4 years directly related experience.

Commercial Job Title: Web Architect

Minimum /General Experience: Five years of directly related experiences. Must be competent in a variety of current Internet programming languages and database concepts

Functional Responsibility: Acts as a lead in defining and executing Internet systems engineering activities within a project. Performs complex web engineering and/or analytical tasks and activities in technical areas such as, but not limited to, systems design, system implementation, web page development and/or operations/user support.

Minimum Education: Bachelor of Science/Bachelor of Arts. Advanced Degree in CS, MIS or related Information Systems may substitute for related experience.

Commercial Job Title: Systems Engineer

Minimum /General Experience: Three years of directly related experience. Requires competence in systems engineering techniques, concepts and methods

Functional Responsibility: Performs a variety of network engineering tasks, either independently or under supervision, which are broad in nature and are concerned with the design and implementation of integrated networks, including hardware, software and support facilities and/or equipment. Assists in solving system problems, performing system upgrades, and maintaining system security.

Minimum Education: Bachelor of Science/Bachelor of Arts substitute for directly related experience.

Commercial Job Title: Jr. Database Engineer

Minimum/General Experience: One year of directly related experience. Must be competent in database development and administration concepts

Functional Responsibility: Participates in engineering and systems analysis to support design, development, test, configuration, and integration of new or existing large-scale relational database systems.

Minimum Education: High School Diploma or GED. Bachelor of Science Degree may substitute for required experience.

Commercial Job Title: Systems Analyst

Minimum/General Experience: Under general supervision, performs systems analysis of computer and communications/network systems. Performs systems installation of computer operating systems, network applications software, and computer/network hardware. Provides hotline support to customers. Has ability to adapt to new situations and environments

Minimum Education: High School Diploma or GED. Bachelor of Science Degree may substitute for required experience.

Commercial Job Title: Administrative Assistant

Minimum/General Experience: One year of administrative/secretarial experience with at least one year of specialized ADP administrative support experience. Has successfully completed coursework in the use of office automation tools for data entry, word processing, and spreadsheet use or has proven experience and self-sufficiency with these tools

Functional Responsibility: Uses office automation tools for data entry, word processing, and spreadsheet development in support of a project team or supervisor. Helps prepare reports, deliverables and documentation.

Minimum Education: High School Diploma or GED

Rate Schedule

TITLE	4/9/12-4//8/13	4/9/13-4/8/14	4/9/14-4//8/15	4/9/15-4//8/16	4/9/16-4//8/17
Principal Consultant	\$194.40	\$198.64	\$202.97	\$207.39	\$211.91
Project Manager	\$161.98	\$165.51	\$169.12	\$172.81	\$176.57
Senior Database Engineer	\$139.63	\$142.67	\$145.78	\$148.96	\$152.21
Sr. Systems Engineer	\$128.41	\$131.21	\$134.07	\$136.99	\$139.98
Systems Engineer	\$100.20	\$102.38	\$104.62	\$106.90	\$109.23
Senior Systems Analyst	\$112.73	\$115.19	\$117.70	\$120.26	\$122.89
Web Architect	\$103.67	\$105.93	\$108.24	\$110.60	\$113.01
Jr. Database Engineer	\$84.55	\$86.39	\$88.28	\$90.20	\$92.17
Systems Analyst	\$80.35	\$82.10	\$83.89	\$85.72	\$87.59
Administrative Assistant	\$51.84	\$52.97	\$54.12	\$55.30	\$56.51

Notes:

- Standard Rates include .075% IFF fee and 9% discount.
- Standard rates include 2.18% Economic Price Adjustment on out years.
- Volume discounts on standard rates are offered as follows:

- 5% on orders > 1M/yr,
- 10% on orders > 2M/yr,
- 15% on orders > 3M/yr

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

DataCure, Inc. provides commercial products and services to the Federal Government. 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 demonstrate our support for awarding contracts and subcontracts to small business concerns.

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Eric Laiti, (703) 941-4444, lait@datacure.com, Fax No. (703) 995-4740.

BEST VALUE BLANKET PURCHASE AGREEMENT

FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

AGENCY CONTRACTOR

DATE DATE

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH ___(Ordering Agency)_____:

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

MODEL NUMBER/PART NUMBER *SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION DELIVERY SCHEDULE/DATES

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

(4) This BPA does not obligate any funds.

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

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

OFFICE POINT OF CONTACT

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

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

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

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

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

Here is a general outline on how it works:

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