



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

Special Item No. 54151S Information Technology Professional Services
Special Item No. 54151H Health Information Technology Services
Special Item No. 511210 Software Licenses

FPDS CODE D301	FPDS CODE D302
FPDS CODE D306	FPDS CODE D307
FPDS CODE D308	FPDS CODE D310
FPDS CODE D311	FPDS CODE 313
FPDS CODE D316	FPDS CODE D399

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the 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.

Technology, Automation & Management, Inc. (TeAM)
8280 Willow Oaks Corporate Drive, Suite 600, Office 651
Fairfax, VA 22031
www.teamconsult.com
Telephone No. (703) 347-7501

Contract Number: GS-35F-058DA
Period Covered by Contract: 11/20/2015 – 11/20/2025

General Services Administration
Federal Supply Service

Pricelist current through **Modification # PO0020, dated 09/22/2020**.
Products and ordering information in this Authorized FSS INFORMATION
TECHNOLOGY Schedule Pricelist are also available on the GSA Advantage ! System.
at <http://www.fss.gsa.gov/>.



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INFORMATION FOR ORDERING OFFICES

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 micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.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 micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

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1. **Geographic Scope:** The geographic scope of this proposal is the 48 contiguous states, District of Columbia, Hawaii, Alaska and Puerto Rico and OCONUS locations.

2. Contractor's Ordering Address and Payment Information:

Technology, Automation & Management, Inc. (TeAM)
8280 Willow Oaks Corporate Drive, Suite 600, Office 651
Fairfax, VA 22031

Attn: Accounting Department, Letitia Janifer



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 can be used by ordering agencies to obtain technical and/ or ordering assistance:

(703) 347-7501, Point of Contact: Letitia Janifer

3. 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.

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

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: 14-7004451
- Block 30: Type of Contractor- A. Veteran Owned Small Disadvantaged Business
- Block 31: Woman Owned Business- NO
- Block 36: Contractor’s Taxpayer Identification Number: 52-1384658
- 4a. CAGE Code: 013E5
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB: Destination (Conus and OConus)

6. Delivery Schedule

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)

<u>54151S</u>	<u>30 Days</u>
<u>54151H</u>	<u>30 Days</u>
<u>511210</u>	<u>30 Days</u>



URGENT REQUIREMENTS: when the Federal Supply Schedule contract delivery period 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 an accelerated delivery frame 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.

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

- Prompt Payment: 1% Net 20 days from receipt of invoice or date of acceptance, whichever is later.
- Quantity Discount for SIN 511210
 - 50-300 users - \$29.95
 - 301-550 users - \$27.95
 - 551-800 users - \$25.95
 - 801-1050 users - \$23.95
- Dollar Volume – None
- Government Educational Institutions – offered the same discounts as all other Government customers.
- Discount for use of Government Commercial Credit Card – None.
- Other – None.

8. **Trade Agreements Act of 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **Statement Concerning Availability of Export Packing:** N/A.

10. **Small Requirements:**

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



11. Maximum Order:

(All dollar amounts are exclusive of any discount for prompt payment.) The maximum for the following Special Item Numbers (SINs) is:

- Special Item 54151S - \$500,000
- Special Item 54151H - \$500,000
- Special Item 511210 - \$500,000

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.

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

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 requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides 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 and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

FAR 8.405-1 Ordering procedures for supplies, and services not requiring a Statement of Work.

FAR 8.405-2 Ordering procedures for services requiring a Statement of Work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Federal departments and agencies 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 offices, 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 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.

14. 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 less.

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award



Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:

Any ordering office, 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 Government's convenience, and (m) Termination for Cause (See 52.212-4.)

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering office contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market



items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

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:

N/A



Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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 requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction



classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

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.teamconsult.com

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

- (a) A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____ . In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—



- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE
LICENSES AND SOFTWARE MAINTENANCE
(SPECIAL ITEM NUMBER 511210)**

INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract.

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

3. GUARANTEE/WARRANTY

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

5. SOFTWARE MAINTENANCE

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



X. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

X_____ 2. Software Maintenance as a Service (SIN 511210)

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

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

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

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

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

b. Term licenses and/or 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 term licenses and/or 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 term licenses and/or 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 term licenses and/or maintenance is to be continued during the subsequent period.

7. 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.

8. TERM LICENSE CESSATION – NOT APPLICABLE

a. After a software product has been on a continuous term license for a period of _____, 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.

9. e.) Utilization Limitations for Perpetual Licenses – NOT APPLICABLE

i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19770-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software. ii.)

Reallocation of Perpetual Software (Option 2 Perpetual License) 1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities. 2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.



5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

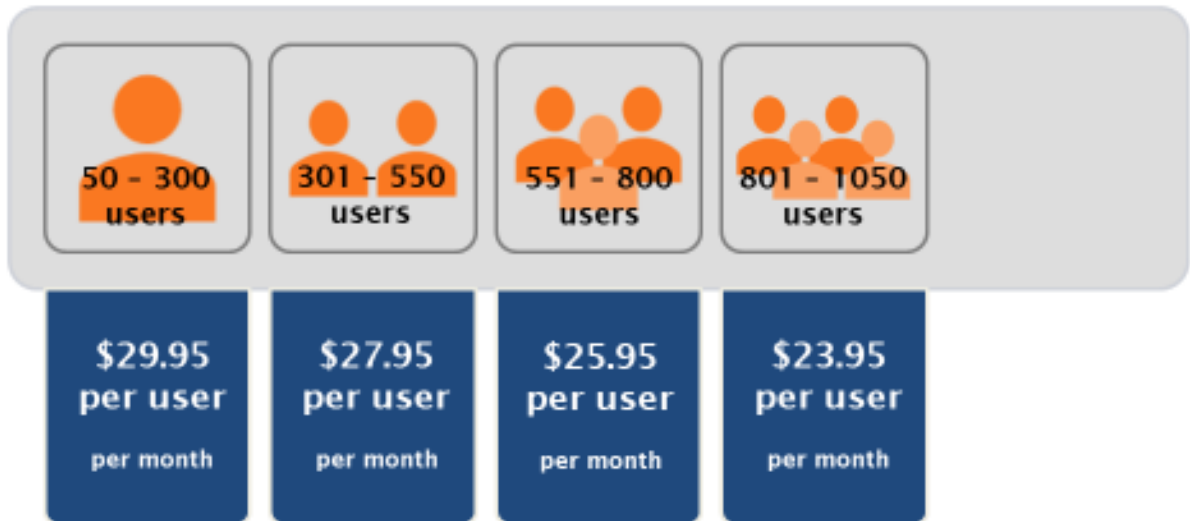
7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _____ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). f.) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, 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, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

LinkNxtGen **GSA Pricing**

LinkNxtGen is purchased in blocks of 50 licenses. The per user price is based on the total number of users purchased.



What is included with my purchase?



With the purchase of LinkNxtGen you will receive:

- **Set-up:** LinkNxtGen experts will set up your environment based on your organization structure and needs. Set-up rate dependent upon number of users. **Set-up Rates, Terms and Conditions apply.*
- **Training:** LinkNxtGen experts will provide up to 4 hours of group training to ensure your staff understand how to use this tool correctly.
- **Help Desk Support:** 8 AM to 5 PM M-F help desk support via our help desk ticketing system will be provided to assist with any technical difficulties or issues that may arise while using LinkNxtGen.

LinkNxtGen Set-up Rates, Terms and Conditions

- All inclusions are contingent upon a signed agreement of use.
- Minimum purchase of 50 licenses required
- LinkNxtGen Set-up is contingent upon the ability to provide the following information: 1.) Organization chart that clearly delineates section/departments by names for reporting and employee mapping; 2.) A list of labor categories in the organization and their associated fully loaded bill rates; and 3.) A list of employees to include; names, email addresses, work locations, reporting manager and billed hours work per year.
- The price to setup your organization within the LinkNxtGen Application is based upon the number of users and is a one-time fee:

50-300 Users: Estimated 30 days	801-1050 Users: Estimated 120 days
301-550 Users: Estimated 60 days	
551-800 Users: Estimated 90 days	<i>*Hourly Rate as needed</i>

What is needed to get Set-up?

After purchase, your LinkNxtGen account will be Set-up by one of our LinkNxtGen experts. The process of setting up your environment is based on your organization structure and needs. The Key information required to complete the Set-Up process is:

- Names/Titles of Projects being worked
- All Tasks associated to those Projects
- All Steps associated with the Tasks
- The percent of time spent on each Step
- The Start and End dates for each Step
- How often the Step is performed
- The current status of the Step

LinkNxtGen

Making it Easy to *'Trust the Process'*



Please visit the LinkNxtGen website at www.linknxtgen.com



Find us in:

Apple Store & Google Play



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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT 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.

2. PERFORMANCE INCENTIVES

- a. 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.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the



Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (3) 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
- (4) 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.
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6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for

service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (5) The offeror;
 - (6) Subcontractors; and/or
 - (7) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 54151S IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

**TERMS AND CONDITIONS APPLICABLE TO HEALTH
INFORMATION TECHNOLOGY SERVICES (SPECIAL
ITEM NUMBER 54151H)**

1. SCOPE

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

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

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

3. ORDER

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



- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

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



(3) 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

(4) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I FEB 2007) applies to labor-hour orders placed under this contract.

52.216-31(Feb 007) Time-and-Materials/Labor-Hour Proposal Requirements—
Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Number 54151H Health IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all Health IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

LABOR CATEGORY DESCRIPTIONS

This section presents descriptions of service offerings by labor categories. When determining the qualifications of an individual to fill one of the positions offered, substitutions for the education and experience requirements may be made as shown in Figure 1, Allowable Substitutions of Education and Experience.

Figure 1. Allowable Substitutions of Education and Experience

The minimum education and experience will be met when the educational equivalencies in the tables below are considered.

Additional educational achievements in excess of requirements can be substituted for experience requirements:

Required Education	Actual Education Obtained	Additional Years of Experience Credited the Employee
MA/MS	Ph.D.	3
BA/BS	Ph.D.	5
BA/BS	MA/MS	2
HS/GED	BA/BS	4

Additional experience in excess of requirements can be substituted for educational requirements:

Actual Education	Required Education	Additional Years of Experience Needed for Educational Requirements Equivalency
None	HS/GED	2
HS/GED	Tech-Inst./Military Train.	2
HS/GED	BA/BS	4
HS/GED	MA/MS	No equivalency
HS/GED	Ph.D.	No equivalency
BA/BS	MA/MS	2
BA/BS	Ph.D.	5
MA/MS	Ph.D.	3

PROGRAM MANAGER

Minimum/General Experience: Ten (10) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: The Program Manager (PM) is responsible for successfully accomplishing a specific, major effort on behalf of a given client. Commits corporate assets and makes all project-related decisions. Interfaces with the client's Technical Representative to ensure continuous client satisfaction. Leads a team in the initiating, planning, controlling, executing, and closing tasks of a project or segment of a project to produce the solution deliverable. Analyzes information and situations and implements actions, independently and/or through the management team, to ensure project objectives are met.

Minimum Education: Master's degree and/or equivalency.

CLINICAL INFORMATION SYSTEMS PROGRAM MANAGER

Minimum/General Experience: Ten (10) years of experience managing large complex programs in a DoD environment, with a minimum of three years focused on training related programs. Must be a US Citizen.

Functional Responsibility: The Program Manager (PM) is responsible for successfully accomplishing a specific, major effort on behalf of a given client. Commits corporate assets and makes all project-related decisions. Interfaces with the client's Technical Representative to ensure continuous client satisfaction. Leads a team in the initiating, planning, controlling, executing, and closing tasks of a project or segment of a project to produce the solution deliverable. Analyzes information and situations and implements actions, independently and/or through the management team, to ensure project objectives are met. Must have the following experience:

- Experience in eLearning instructional design processes, adult learning methodologies, and emerging learning technologies
- Experience coordinating significant planning efforts for training of enterprise EHR solutions
- Experience planning and managing contracts (personnel, schedule, spending)
- Working knowledge of MHS clinical systems, and procedures
- Personnel must be fluent in verbal and written English

Minimum Education: Bachelor's Degree

PROJECT MANAGER

Minimum/General Experience: Six (6) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: The Project Manager is responsible for all aspects of project performance and provides overall direction to all project activities and personnel. He formulates and enforces work standards, assigns project schedules, reviews work,

supervises project personnel and communicates policies and organizational goals and objectives to all project personnel. Provides verbal and written skills required at all management levels to maintain complete project control.

Minimum Education: Bachelor's degree and/or equivalency.

CLINICAL INFORMATION SYSTEMS PROJECT MANAGER

Minimum/General Experience: Six (6) years of experience managing large complex programs in a DoD environment, focused on training related programs. Must be a US Citizen.

Functional Responsibility: The Project Manager is responsible for all aspects of project performance and provides overall direction to all project activities and personnel. He formulates and enforces work standards, assigns project schedules, reviews work, supervises project personnel and communicates policies and organizational goals and objectives to all project personnel. Provides verbal and written skills required at all management levels to maintain complete project control. Must have the following experience:

- Experience in the development, implementation and oversight of IT policies and procedures.
- Proven ability to serve as a consultant or coordinator in the management of IT programs and projects.
- Demonstrated subject matter expertise and advisory on IT program management.
- Must be able to act as a liaison; establishing contacts and interacting with entities within an organization to accomplish IT program goals.
- Personnel must be fluent in verbal and written English.

Minimum Education: Bachelor's Degree

INFORMATION ASSURANCE PROJECT MANAGER

Minimum/General Experience: Seven (7) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Provides leadership and overall technical direction; formulates and enforces work standards; and solves complex technical, administrative, and management problems. Serves as the single authorized interface with Government management personnel. Provides verbal and written skills required at all management levels to maintain complete program control.

Minimum Education: Master's degree and/or equivalency.

INFORMATION ASSURANCE TASK MANAGER

Minimum/General Experience: Seven (7) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Acts as the overall lead, manager and administrator for task effort. Serves as the primary or secondary interface and point of contact with Government program authorities and representatives on technical program/project issues. Supervises program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress.

Minimum Education: Bachelor's degree and/or equivalency.

INFORMATION ASSURANCE ENGINEER

Minimum/General Experience: Five (5) years of progressive experience demonstrating the required proficiency levels related to task.

Functional Responsibility: Provides customer support in solving phases of complex technical problems. Reviews and recommends technical solutions to customer problems based on an understanding of products/systems test results. Conducts systems security analysis and implementation, system engineering, electrical design, design assurance, testing, software engineering, program design, configuration management, integration and testing of products and techniques. Solutions are based on a firm understanding of government/industry policy, practices, procedures, customer requirements, and emerging technologies and future trends in support of information systems and networks. Provides work direction and guidance to other personnel; ensures accuracy of the work of other personnel, operates under deadlines and able to work on multiple tasks.

Minimum Education: Bachelor's degree and/or equivalency.

INFORMATION ASSURANCE PRINCIPAL ANALYST

Minimum/General Experience: Five (5) years of progressive experience demonstrating the required proficiency levels related to task.

Functional Responsibility: Acts as the overall lead, manager and administrator for task effort. Serves as the primary or secondary interface and point of contact with Government program authorities and representatives on technical program/project issues. Supervises program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress.

Minimum Education: Bachelor's degree and/or equivalency.

INFORMATION ASSURANCE SYSTEMS ANALYST

Minimum/General Experience: Three (3) years of progressive experience demonstrating the required proficiency levels related to task.

Functional Responsibility: Provides specialized analytical knowledge and performs systems assessments pertinent to program requirements. Performs high-level systems analysis, evaluates documentation, design, integration, programming and/or implementation of information systems and architectures. Reviews and prepares system documentation and reports based upon analysis.

Minimum Education: Bachelor's degree and/or equivalency.

INFORMATION ASSURANCE ANALYST

Minimum/General Experience: One (1) year of progressive experience demonstrating the required proficiency levels related to task.

Functional Responsibility: Apply analysis techniques and disciplines to plan, design and prepare sound solutions to requirements. They prepare documentation of designed solutions. They evaluate, recommend improvements, and identify required resources and provide assistance in implementing changes.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR MANAGEMENT ANALYST

Minimum/General Experience: Six (6) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Applies appropriate management analysis processes, modeling and simulation tools, and technical techniques to provide the services required. Employs process improvement and reengineering methodologies and principles to conducting process modernization projects. Provides group facilitation, interviewing, training, and additional forms of knowledge transfer. Coordinates multiple project teams to ensure enterprise-wide integration of management efforts. Provides daily supervision and direction to personnel performing management analysis tasking.

Minimum Education: Bachelor's degree and/or equivalency.

MANAGEMENT ANALYST

Minimum/General Experience: Three (3) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Applies appropriate management analysis processes, modeling and simulation tools, and technical techniques to provide the services required. Employs process improvement and reengineering methodologies and principles to conducting process modernization projects. Provides group facilitation, interviewing, training, and additional forms of knowledge transfer. Coordinates multiple project teams to ensure enterprise-wide integration of management efforts.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR NETWORK INTEGRATION ENGINEER

Minimum General Experience: Eight (8) years of experience with local and wide area networks. Formal certification by a major network vendor.

Functional Responsibility: Analyzes requirements and designs, installs, configures, implements, and supports network infrastructure, Local; and Wide Area Network operating systems and computer data exchange requirements. Analyzes and evaluates network performance, tunes as required. Consults with customers and non-technical sources on problems that are complex in nature and acts as task leader providing technical direction to supporting professional and technical staff.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR NETWORK ENGINEER

Minimum General Experience: Five (5) years professional experience with local and wide area networks. Formal certification by a major network vendor.

Functional Responsibility: Installs, configures, implements, and supports network infrastructure, LAN/WAN operating systems and computer data exchange requirements. Analyzes and evaluates network performance, tunes as required. Reviews work and installation progress for accuracy, adherence to network design, and conformance to telecommunications standards. Consults with customers and non-technical personnel as required. May serve as task leader and supervise personnel.

Minimum Education: Bachelor's degree and/or equivalency.

NETWORK ENGINEER

Minimum General Experience: Three (3) years professional experience with local and wide area networks. Formal certification by a major network vendor.

Functional Responsibility: Installs, configures, implements, and supports network infrastructure, LAN/WAN operating systems and computer data exchange requirements. Analyzes and evaluates network performance, tunes as required. Reviews work and installation progress for accuracy, adherence to network design, and conformance to telecommunications standards. Consults with customers and non-technical personnel as required.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR NETWORK ADMINISTRATOR

Minimum General Experience: Six (6) years of experience managing local, metro, and/or wide area networks. Formal certification by a major network vendor.

Functional Responsibility: Provides technical leadership in the integration and testing of large-scale computer integrated networks. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cutovers of network components, network operating systems, and capabilities. Oversees network control center. Supervises installation and maintenance of network components. Optimizes network costs and

performance, accounting, fault, and security management. Coordinates network requirements with users and sites. Competent in the acquisition and management of communication hardware and software and in operating and maintaining LAN/MAN/WAN and other network related equipment. Possesses knowledge of network and computer hardware and software such as bridges, routers, gateways, and modems; network operating systems such as Windows NT, NetWare, and Banyan Vines; protocols such as TCP/IP, X.25, X.400, and X.500; and technologies such as ATM, frame relay, and FDDI.

Minimum Education: Bachelor's degree and ADP certification, (Microsoft Certified Systems Administrator (MCSA) and Novell Certified Network Administrator (CNA).

NETWORK ADMINISTRATOR

Minimum General Experience: Three (3) years of experience managing local, metro, and/or wide area networks. Formal certification by a major network vendor.

Functional Responsibility: Monitors and responds to complex hardware, software and network problems utilizing a variety of hardware and software testing tools and techniques. Provides primary interface with vendor support service groups or provides internal analysis and support to ensure appropriate notification during outages or period of degraded system performance. Provides LAN server support. Requires extensive knowledge of PC/LAN communications hardware and software in multi-protocol environment, and network management and security software.

Minimum Education: Associates Degree or ADP certification, (Microsoft Certified Systems Administrator (MCSA) and Novell Certified Network Administrator (CNA).

SENIOR HELP DESK ANALYST

Minimum General Experience: Five (5) years of experience operating a PC-based Help Desk, Call Screening Center including two or more years of supervisory experience.

Functional Responsibility: Supervises Help Desk Call Screening Center. Responds to telephonic, faxed, e-mail, or walk-in requests for assistance. Ensures automated Help Desk Log is maintained and monitors status of open requests. Experience working with Microsoft Windows, Microsoft Office, or comparable products. Experience with personal computer communication products including network protocols. Experience with Internet browsers. Maintains Help Desk metrics and provides performance reports as tasked.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR BUSINESS PROCESS ENGINEER (BPR)

Minimum General Experience: Ten (10) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Applies process improvement and re-engineering methodologies and principles to conduct process modernization projects. Functions include activity and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. Provides group

facilitation, interviewing, training, and provides additional forms of knowledge transfer. Applies intensive and diversified knowledge of engineering and practices in broad area of assignments. Specialized experience required includes: facilitation, training, methodology development and evaluation, process re-engineering across all phases, identifying best practices, change management, business management techniques, organizational development, activity and data modeling, or information systems development methods and practices.

Minimum Education: Bachelor's degree and/or equivalency.

BUSINESS PROCESS ENGINEER (BPR)

Minimum General Experience: Five (5) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Applies process improvement and re-engineering methodologies and principles to conduct process modernization projects. Functions include activity and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Applies intensive and diversified knowledge of engineering and practices in broad area of assignments. Experience required includes: facilitation, training, methodology development and evaluation, process re-engineering across all phases, identifying best practices, change management, business management techniques, organizational development, activity and data modeling, or information systems development methods and practices.

Minimum Education: Bachelor's degree and/or equivalency.

PROJECT/PROGRAM MANAGEMENT COORDINATOR

Minimum/General Experience: Five (5) years of experience assisting a Project/Program Manager in the management of a contract, project, or task. Requires knowledge of and experience using specialized financial and project tracking software systems in addition to commercial off-the-shelf (COTS) office automation software packages, such as Lotus Notes and Microsoft Project.

Functional Responsibility: Responsible for providing management assistance for planning and executing a project. Assist the Project/Program Manager during the preparation and maintenance of project schedules and budgets. Prepares and delivers status reports or reviews. Tracks staffing, budget, prioritization, and other personnel matters for the Project/Program Manager.

Minimum Education: Bachelor's degree and/or equivalency.

DATABASE ANALYST/PROGRAMMER

Minimum/General Experience: Four (4) years of technical experience in administration, analysis, and programming of computerized databases. Competent to work in most phases of database management.

Functional Responsibility: Under general direction, designs, implements, and maintains moderately complex databases with respect to the operating system, access methods, access time, device allocation, validation checks, organization, and statistical methods. Maintains database dictionaries and integrates system through database design. Performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. May be involved with databases, networks, stand-alone microcomputers, mainframes, or minicomputers. Interfaces with the user community to understand their security needs and implements procedures to provide support. Ensures that the user community understands and adheres to necessary procedures to maintain security. Conducts evaluation of the level of security provided. May conduct required security audits and certifications.

Minimum Education: Bachelor's degree and/or equivalency.

APPLICATION SYSTEMS ANALYST/PROGRAMMER

Minimum/General Experience: Three (3) years of technical experience in applications software development, one of which is in systems analysis. Competent to work at a high technical level for all phases of applications systems analysis and programming activities.

Functional Responsibility: Works under general direction. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents programs. May be involved in related areas such as database design/management, evaluation of commercial off-the-shelf (COTS) products, and analysis of network hardware/software issues. May provide guidance to other systems analysts and programmers.

Minimum Education: Bachelor's degree and/or equivalency.

SUBJECT MATTER EXPERT

Minimum/General Experience: Ten (10) years with intensive and progressive experience that includes eight years in a specialized area. Specialized experience includes: knowledge in support analysis, systems analysis, design, data, rule and process modeling, data dictionary development and implementation plan development and programming using manual and automated tools and methods, such as I-CASE tools.

Functional Responsibility: Provides high level functional and systems analysis, design integration, documentation, and implementation advice on exceptionally complex studies, which require an expert knowledge of the subject matter for effective problem solution. Participates in all phases of study development with emphasis on the planning, analysis, documentation, and presentation phases. Applies higher level mathematical principles

and methods to engineering and other physical sciences to arrive at automated solutions.

Minimum Education: Master's Degree and/or equivalency.

FUNCTIONAL ANALYST

Minimum/General Experience: Six (6) years' experience that includes three years in a specialized area. Specialized experience includes: performing functional allocation to identify required tasks and their interrelationships. Provides technical assistance on complex projects. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time and form of desired results. Identifies resources required for each task. Demonstrates exceptional oral and written communication skills.

Functional Responsibility: Responsible for identifying and documenting all specific functional requirements associated with implementing the application. Develops a comprehensive functional description of current and future system and process requirements through structured interviews, focus groups, documentation review and other data gathering techniques. Interfaces with technical personnel to identify specific system requirements and risks. Works directly with agency/organization functional staff members to identify specific application views and data requirements to ensure that the final system incorporates required functionality.

Minimum Education: Bachelor's degree and/or equivalency.

QUALITY ASSURANCE SPECIALIST

Minimum/General Experience: Five (5) years of program support experience on major information technology programs that includes two years of direct quality assurance support for software development projects utilizing COBOL and 4GL. Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are adhered to, and for progress in accordance with schedules.

Functional Responsibility: Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Reviews information systems requirements and develops and implements test plans ensuring proposed data processing systems modules, programs, and systems are stress tested, error free and meet stated requirements before implementation. Must be adept at problem definition and resolution. Must be capable of documenting problems and preparing recommendations for their solution.

Minimum Education: Bachelor's degree and/or equivalency.

TECHNICAL WRITER

Minimum/General Experience: Two (2) years of experience in writing, editing, and preparing business or technical documentation. Experience with and knowledge of Department of Defense (DoD), Federal Information Processing (FIP), Government

Printing Office (GPO), or commercial documentation standards as appropriate to the assignment.

Functional Responsibility: Responsible for documentation development and preparation throughout the production cycle that can include: technical writing/editing, editorial consultation, copy design/editing, proofreading, or overall documentation review. Checks documents for spelling, grammar, organization, consistency, and content. Ensures that documents follow the appropriate style guide.

Minimum Education: Associate's Degree

RESEARCH ANALYST

Minimum/General Experience: Three (3) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated experience and ability to analyze existing and potential information from a wide variety of sources. Ability to quickly and accurately conduct internet searches. Ability to collate information into meaningful reports and presentation material. Ability to organize and maintain technical information in a system library.

Minimum Education: Associate's Degree

REPAIR TECHNICIAN

Minimum/General Experience: Four (4) years of progressive experience in Computer hardware/software related discipline.

Functional Responsibility: Responsible for installing, maintaining and troubleshooting and repairing computer systems and related peripheral equipment such as printers and scanners. Excellent oral and written communications skills.

Minimum Education: Associate Degree

DESK TOP SUPPORT

Minimum/General Experience: Two (2) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated ability to independently configure and install desktop and laptop systems and install applications on systems. Ability to troubleshoot and repair systems and applications installed on desktop and laptop systems. Ability to assist with organizing, prioritizing, assisting, and giving directions to the help desk team in meeting the day to day support requirements. Ability to organize, prioritize and assist with daily technical support in organizations with different support requirements. Ability to maintain documentation for procedures and processes, as well as, maintenance logs and equipment databases.

Minimum Education: Associate Degree

SENIOR DATABASE ADMINISTRATOR

Minimum/General Experience: Four (4) years of experience in database administration with Oracle and MS SQL Server.

Functional Responsibility: Supports Oracle and MS SQL Server databases, including database design, performance tuning, database backup and restore, and database replication, and develop plans and procedures to support those activities. Plan and lead migrations from existing application versions to latest application versions including configuration. Performs requirements analysis, and query optimization and table normalization. Develops and supports Intranet database applications. Design database tables, stored procedures, triggers, and queries.

Minimum Education: Bachelor's degree and/or equivalency.

DATABASE ENGINEER

Minimum/General Experience: Four (4) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated experience and ability to install, maintain, upgrade and administer full-featured database management systems and related tools with minimal supervision. Ability to plan, design, develop, and modify databases structures, and database administration tools using products and programming languages such as PLISQL, Visual Basic, or ORACLE Forms. Ability to work with other senior technical and user staff to complete projects.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR COST ANALYST

Minimum/General Experience: Six (6) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated ability to supervise or lead a team of cost/junior analysts. Ability to satisfy all cost analysis activities. Demonstrated experience and ability to independently apply common investment analysis practices including Life Cycle Cost Estimating, Cost Benefit Analysis, Cost Effectiveness Analysis and Business Case Analysis. Demonstrated experience and ability to interpret and apply principles of Office of Management and Budget and Department of Defense cost estimating circulars including DoD 5000. Demonstrated experience and ability to apply cost estimating tools such as SEER, ACE-IT or their methodologies to required cost estimation tasks. Responsible for reporting status of cost analysts/estimating activities to the Program Manager.

Minimum Education: Bachelor's degree and/or equivalency.

COST ANALYST

Minimum/General Experience: Three (3) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated experience and ability to apply cost analysis techniques with minimal oversight. Satisfies all Junior Cost Analyst capabilities. Capable of conducting common investment analysis, including: Life Cycle Cost Estimating, Cost Benefit Analysis, Cost Effectiveness Analysis and Business Case Analysis. Demonstrated experience and ability to apply guidance found in Office of Management and Budget and Department of Defense cost estimating circulars including DoD 5000. Demonstrated experience and ability to use common cost estimating tools.

Minimum Education: Bachelor's degree and/or equivalency.

PATIENT RECORDS EXPERT

Minimum/General Experience: Six (6) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Ability to provide accurate and current advice on all aspects of automated patient records systems to include establishing and managing complete patient records systems. Ability to provide accurate and current advice on records coding, access, organization, retention, storage, retrieval, and destruction. Ability to advise on patient record room operations including staff qualifications, training, productivity, work methods and medical records quality control programs. Ability to provide accurate and current advice on applicable laws and regulations on medical records and medical records systems. Ability to perform on-going analysis of operations, systems, equipment and procedures and recommend ways to improve patient record systems.

Minimum Education: Bachelor's degree and/or equivalency.

PATIENT RECORDS MANAGER

Minimum/General Experience: Eight (8) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Ability to provide accurate and current advice on the operation and management of patient record rooms to include supervision of patient record room staff; work priorities, staff qualifications, selection, training, and evaluation. Ability to monitor records room productivity and determine work methods and medical records quality control programs. Ability to apply applicable laws and regulations on medical records and medical records systems to day-to-day operations. Ability to perform on-going analysis of operations, systems, equipment and procedures.

Minimum Education: Bachelor's degree and/or equivalency.

PATIENT RECORDS SPECIALIST

Minimum/General Experience: Three (3) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Ability to provide accurate and current advise and training on procedures related to manual and automated patient records systems to include access, organization, retention, storage, retrieval, and destruction of patient records. Ability to

demonstrate a broad understanding of applicable laws and regulations on medical records.

Minimum Education: Associates Degree.

PHARMACY MANAGEMENT SPECIALIST

Minimum/General Experience: Five (5) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Ability to provide accurate and current advice on administrative, consultative, or staff advisory work concerning the administration of a pharmacy program for hospital, clinic, or other medical care facility. Ability to advise client on a variety of pharmacy management issues including in-patient and/or out-patient pharmacy management; ordering, bulk compounding, and preservation of drugs, medicines, and chemicals.

Minimum Education: Bachelor’s degree and/or equivalency.

NETWORK/SYSTEM SECURITY MANAGER

Minimum/General Experience: Five (5) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated ability to manage a Network Security Team, and direct and implement the necessary controls and procedures to cost-effectively protect information network and system assets from intentional or inadvertent modification, disclosure or destruction. Provides guidance and direction to other functional units for the physical protection of information system assets. Provides reports to superiors regarding effectiveness of data security and makes recommendations for the adoption of new procedures. Assigns work to subordinates and monitors performance.

Minimum Education: Bachelor’s degree and/or equivalency.

QUALITY ASSURANCE MANAGER

Minimum/General Experience: Ten (10) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated experience and ability to supervise or lead a team of Quality Assurance specialists in applying quality control, quality assurance management procedures, including implementing a program of reporting, tracking and analyzing key metrics, monitoring quality procedures and participating in software reviews and testing. Demonstrated experience and ability to evaluate, recommend, and use software engineering processes and methodologies. Demonstrated experience and ability to determine and apply the latest commercial products and procedures for identifying software errors and evaluating software quality and efficiency. Demonstrated experience and ability to interpret and apply Government regulations, manuals, and standards relating to quality assurance. Ability to determine the resources required for quality control. Ability to maintain the level of quality throughout the software and system life cycle. Ability to develop and present software and system quality assurance

plans. Ability to conduct formal and informal reviews at predetermined points throughout the development life cycle.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR IT ANALYST

Minimum/General Experience: Seven (7) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Applies experience to the system development life cycle management activities of complex system deployments. Leads technical working groups. Responsible for integrating and implementing approved task and project recommendations. Establishes system development and integration methodologies and standards. Develops user requirements and ensures that business solutions are consistent with customer's strategic goals. Applies business process improvement practices to reengineer business processes, principles and methodologies. Establishes and maintains security, integrity, and business continuity controls and documentation. Reviews deliverables of junior IT Analyst staff.

Minimum Education: Bachelor's degree and/or equivalency.

IT ANALYST

Minimum/General Experience: Five (5) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Works to ensure that information systems, products, and services meet minimum organizational standards and end-user requirements. Responsibilities may require developing new or improved techniques and procedures relating to the development, operation of systems, and procedures dealing with resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other computer related services. Reports progress on problem resolution to senior IT analysts. Devises improvements to current IT procedures and develops models of possible future configurations.

Minimum Education: Bachelor's degree and/or equivalency.

JUNIOR IT ANALYST

Minimum/General Experience: Two (2) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Provides technical support to other IT analysts to ensure that information systems, products, and services meet minimum organizational standards and end-user requirements. Performs IT system workflow analysis and recommends quality improvements. Analytically and systematically evaluates problems of workflows, organization, and planning, and develops appropriate corrective action. Documents and works to resolve problems. Prepares technical analysis reports and other related

technical documentation. Supports more senior analysts on their projects where necessary.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR TRAINING SPECIALIST

Minimum/General Experience: Seven (7) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated experience and ability to develop, plan, and provide sophisticated Information System or ADP, end-user training on highly complex computer hardware, application software, new systems, or related procedures. Conducts the research necessary to develop and revise training courses and prepares appropriate training materials. Prepares all course materials (course outline, background material and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course evaluation forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Minimum Education: Bachelor's degree and/or equivalency.

CLINICAL INFORMATION SYSTEMS SENIOR TRAINING SPECIALIST

Minimum/General Experience: Seven (7) years of progressive experience demonstrating the required proficiency with a minimum of three years using and/or training Medical Health System (MHS) personnel on CIS. Must be a US Citizen.

Functional Responsibility: Conducts the research necessary to develop and revise training courses and prepares appropriate training materials. Prepares all course materials (course outline, background material and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course evaluation forms). Trains personnel by conducting formal classroom courses, workshops, and seminars. Must have the following experience:

- Personnel must possess knowledge of medical business processes and operations through previous job experience.
- Personnel must be capable of providing formal and informal implementation guidance, integration, and change management support tasks (on the job training, formal and informal classroom and over the shoulder training) in a dynamic and interpersonal setting to support functional users (medical and dental providers) requiring assistance in implementing, using, and integrating CIS and its increments into the military medical clinical business process.
- Must maintain an appropriate degree of knowledge, skill, and ability to provide functional support and perform system status checks as needed during trouble ticket resolution.
- Personnel must be fluent in verbal and written English and English medical terminology.

Minimum Education: Bachelor's Degree or an Associate's Degree and four years of specialized experience in supporting CIS training, tools, software installs and upgrades; preparing classrooms, facilities, and necessary equipment for classes. Delivering

classroom Instructor Led Training (ILT), one-on-one, and Structured On-the-Job Training (SOJT). Or a high school diploma with eight years of specialized experience.

TRAINING SPECIALIST

Minimum/General Experience: Five (5) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated ability to plan and provide Information System or ADP, end-user training on computer hardware, application software, new systems, or training on business process improvements and other procedures with minimal oversight. Demonstrated ability to prepare routine training materials, including workbooks, handouts, completion certificates, and course evaluation forms. Trains personnel by conducting formal classroom courses, workshops, and seminars.

Minimum Education: Bachelor's degree and/or equivalency.

CLINICAL INFORMATION SYSTEMS TRAINING SPECIALIST

Minimum/General Experience: Three (3) years of progressive experience demonstrating the required proficiency using and/or training Medical Health System (MHS) personnel on CIS. Must be a US Citizen.

Functional Responsibility: Demonstrated ability to prepare routine training materials, including workbooks, handouts, completion certificates, and course evaluation forms. Trains personnel by conducting formal classroom courses, workshops, and seminars. Must have the following experience:

- Personnel must possess knowledge of medical business processes and operations through previous job experience
- Personnel must be capable of providing formal and informal implementation guidance, integration, and change management support tasks (on the job training, formal and informal classroom and over the shoulder training) in a dynamic and interpersonal setting to support functional users (medical and dental providers) requiring assistance in implementing, using, and integrating CIS and its increments into the military medical clinical business process
- Must maintain an appropriate degree of knowledge, skill, and ability to provide functional support and perform system status checks as needed during trouble ticket resolution
- Personnel must be fluent in verbal and written English and English medical terminology
- Skilled in adult education methodologies
- Personnel must be fluent in verbal and written English and English medical terminology
- Experience instructing using several methodologies, to include; demonstration-performance, lecture, case study, teaching interviews, guided discussion, and virtual training environments
- Capable of providing formal and informal implementation guidance, integration, and change management support tasks (on the job training, formal and informal

classroom and over the shoulder training) in a dynamic and interpersonal setting to support functional users requiring assistance in implementing, using, and integrating CIS and its increments into the military medical clinical business process.

Minimum Education: Bachelor's Degree or an Associate's Degree with four years of specialized experience in supporting CIS training, tools, software installs and upgrades; preparing classrooms, facilities, and necessary equipment for classes. Delivering classroom Instructor Led Training (ILT), one-on-one, and Structured On-the-Job Training (SOJT). Or a high school diploma and eight years of specialized experience.

JUNIOR TRAINING SPECIALIST

Minimum/General Experience: Two (2) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Assists with the planning and provision of Information System or ADP, end-user training on computer hardware, application software, new systems, or training on business process improvements and other procedures. Ability to prepare routine training materials, including workbooks, handouts, completion certificates, and course evaluation forms. Assists with training of personnel by assisting with formal classroom courses, workshops, and seminars.

Minimum Education: Bachelor's degree and/or equivalency.

TRAINING MANAGER

Minimum/General Experience: Ten (10) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Demonstrated experience and ability to provide daily supervision and direction to a staff of training personnel. Ability to assess training needs and design and manage Information System and/or Automated Data Processing subject matter training classes. Works closely with Government personnel to determine training and scheduling requirements. Responsible for the development, quality and adequacy of course material. Reviews and provides inputs for training documentation. Ability to develop and prepare user and technical documentation and training course materials for computer based training as well as classroom instruction, training instruction, writing and editing technical documents, and knowledge of information systems. Duties may include daily supervision and direction for personnel providing training development and instruction.

Minimum Education: Bachelor's degree and/or equivalency.

SENIOR WEB DEVELOPER/ENGINEER
<u>Minimum/General Experience:</u> Seven (7) years of hands-on software development/web-page development experience.
<u>Functional Responsibility:</u> Responsible for the development of high-end client server based applications, designing and developing web pages, and porting applications to a web interface. Must be able to utilize HTML, XML, PERL, and/or Apache. Interfaces with clients to determine requirements. Requires extremely strong customer relation skills. Must be able to work independently with no supervision. Experience with FrontPage, Dream Weaver or related applications.
<u>Minimum Education:</u> Bachelor's degree and/or equivalency.
WEB DEVELOPER/ENGINEER
<u>Minimum/General Experience:</u> Four (4) years of hands-on software development/web-page development experience.
<u>Functional Responsibility:</u> Responsible for the development of high-end client server based applications, designing and developing web pages, and porting applications to a web interface. Must be able to utilize HTML, XML, PERL, and/or Apache. Interfaces with clients to determine requirements. Requires excellent customer relation skills. Must be able to work independently with little or no supervision. Experience with FrontPage, Dream Weaver, or related applications, is desired.
<u>Minimum Education:</u> Bachelor's degree and/or equivalency.
JUNIOR WEB DEVELOPER/ENGINEER
<u>Minimum/General Experience:</u> Two (2) years of hands-on software development/web-page development experience.
<u>Functional Responsibility:</u> Responsible for the development of middle to high-end client server based applications, designing and developing web pages, and porting applications to a web interface. Must be able to utilize HTML, XML, PERL, and/or Apache. Interfaces with clients to determine requirements. Requires good customer relation skills. Must be able to perform assigned tasks with minimal supervision. Experience with FrontPage, Dream Weaver, or related applications, is desired.
<u>Minimum Education:</u> Associates Degree
HEALTH INFORMATION SYSTEM ADMINISTRATOR
<u>Minimum/General Experience:</u> Seven (7) years of progressive experience demonstrating the required proficiency.
<u>Functional Responsibility:</u> Function as the in-house application expert providing Electronic Health Record System Administrator support to perform the System Administration tasks. Support day-to-day system activities during and after system installation support which shall include but not limited to: user setup and security, management of configuration changes, and coordination of issue resolution between

local IT Help Desk and Customer Support Line. Support querying the Electronic Health Record Global Database Repository (GDR) by creating, maintaining, and supporting daily, weekly, monthly and ad hoc queries/reports. Support ongoing development efforts to customize forms, capture new data elements, identify and analyze trends of clinical data. Support and develop plans for query/report delivery and present data and analysis to technical and clinical staff. Provide assistance as needed to the Electronic Health Record Database Analyst in support of site or regional Global Database Repository query and or report needs.

Minimum Education: Bachelor's degree and/or equivalency.

ELECTRONIC HEALTH RECORD DATABASE ADMINISTRATOR

Minimum/General Experience: Seven (7) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Familiar with standard concepts, practices, and procedures of electronic health record database administration. Install new software releases, system upgrades, evaluation and installation of patches. Resolution of database issues (e.g., management of groups, roles; installing/uninstalling applications/software). Monitors system configuration to ensure data integrity. Perform backups, rollbacks, and other database administration functions. Answer information requests and assist in research as required. Will be required to meet deadlines and schedules for status and metric reporting. Will assist in preparing and maintaining contract data. Will complete tasks within the required deadlines established. Serve as the local principal interface with the customer.

Minimum Education: Bachelor's degree and/or equivalency.

HEALTH INFORMATION PROGRAM MANAGER

Minimum/General Experience: Ten (10) years of experience managing large complex programs in a DoD environment, with a minimum of three years focused on training related programs.

Functional Responsibility: The Program Manager (PM) is responsible for successfully accomplishing a specific, major effort on behalf of a given client. Commits corporate assets and makes all project-related decisions. Interfaces with the client's Technical Representative to ensure continuous client satisfaction. Leads a team in the initiating, planning, controlling, executing, and closing tasks of a project or segment of a project to produce the solution deliverable. Analyzes information and situations and implements actions, independently and/or through the management team, to ensure project objectives are met. Must have the following experience:

- Experience planning and managing contracts (personnel, schedule, spending)
- Working knowledge of clinical systems, and procedures

Minimum Education: Bachelor's degree and/or equivalency

HEALTH INFORMATION PROJECT MANAGER

Minimum/General Experience: Six (6) years of experience managing large complex programs in a DoD environment, focused on training related programs.

Functional Responsibility: The Project Manager is responsible for all aspects of project performance and provides overall direction to all project activities and personnel. He formulates and enforces work standards, assigns project schedules, reviews work, supervises project personnel and communicates policies and organizational goals and objectives to all project personnel. Provides verbal and written skills required at all management levels to maintain complete project control. Must have the following experience:

- Experience in the development, implementation and oversight of IT policies and procedures.
- Proven ability to serve as a consultant or coordinator in the management of Health IT programs and projects.
- Demonstrated subject matter expertise and advisory on Health IT program management.
- Must be able to act as a liaison; establishing contacts and interacting with entities within an organization to accomplish IT program goals.

Minimum Education: Bachelor's degree and/or equivalency

QUALITY ASSURANCE TECHNICIAN

Minimum/General Experience: Four (4) years of program support experience on major health information technology programs that includes two years of direct quality assurance support for software development projects. Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are adhered to, and for progress in accordance with schedules.

Functional Responsibility: Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Reviews information systems requirements and develops and implements test plans ensuring proposed data processing systems modules, programs, and systems are stress tested, error free and meet stated requirements before implementation. Must be adept at problem definition and resolution. Must be capable of documenting problems and preparing recommendations for their solution.

Minimum Education: Bachelor's degree and/or equivalency.

HEALTH INFORMATION SENIOR MANAGEMENT ANALYST

Minimum/General Experience: Six (6) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Applies appropriate management analysis processes, modeling and simulation tools, and technical techniques to provide the services required. Employs process improvement and reengineering methodologies and principles to conducting process modernization projects. Provides group facilitation, interviewing, training, and additional forms of knowledge transfer. Coordinates multiple project teams to ensure enterprise-wide integration of management efforts. Provides daily supervision and direction to personnel performing management analysis tasking.

Minimum Education: Bachelor's degree and/or equivalency.

HEALTH INFORMATION MANAGEMENT ANALYST

Minimum/General Experience: Three (3) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Applies appropriate management analysis processes, modeling and simulation tools, and technical techniques to provide the services required. Employs process improvement and reengineering methodologies and principles to conducting process modernization projects. Provides group facilitation, interviewing, training, and additional forms of knowledge transfer. Coordinates multiple project teams to ensure enterprise-wide integration of management efforts.

Minimum Education: Bachelor's degree and/or equivalency.

SYSTEM/SOFTWARE INTEGRATION ENGINEER

Minimum/General Experience: Six (6) years of progressive experience demonstrating the required proficiency in computer programming and system design and development. Four years of experience in systems architecture, application development, and systems analysis.

Functional Responsibility: Implements computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Performs requirements analysis for a wide range of users. Presents system designs for user approval at formal reviews. Conducts configuration management, integrating software, interpreting software test results, and recommending solutions for unsatisfactory test results. Directs life-cycle support, including maintenance, administration, and management. Provides solutions to identified software problem reports. Serves as a central point of contact to resolve end user problems and to increase end user efficiency. Receives and responds to end user "help" requests and/or trouble reports. Analyzes whether user problems result from hardware failure/problem, network failure/problem, software failure/problem or is procedural in nature. Reports hardware/network/software problems to the appropriate organization for resolution. Works through procedural problems with the user to successful resolution. May serve as a system documentation librarian.

Minimum Education: Bachelor's degree and/or equivalency.

HEALTH INFORMATION SUBJECT MATTER EXPERT

Minimum/General Experience: Ten (10) years with intensive and progressive experience that includes eight years in a Health Information systems specialized area.

Functional Responsibility: Definitive source of knowledge, technique, or expertise in a specific Health IT subject area, such as business management, business process engineering, and financial management. Represents the organization to key clients on critical issues. Understands, articulates and implements best practices related to area of expertise. Depending on the work environment, the subject matter expert may lead or be an active participant of a work-group with the need for specialized Health IT knowledge. Provides guidance on how Health IT areas of capability can resolve an organizational need. Generally called upon, based on specific expertise, supporting multi-million value projects.

Minimum Education: Master's Degree and/or equivalency.

HEALTH INFORMATION ENGINEER

Minimum/General Experience: Ten (10) years with intensive and progressive experience that includes eight years in a Health Information systems specialized area. Specialized experience includes: knowledge in support analysis, systems analysis, design, data, rule and process modeling, data dictionary development and implementation plan development and programming using manual and automated tools and methods.

Functional Responsibility: Applies and/or develops highly advanced information technology principles, theories and concepts, providing new, specialized, or unique and significant expertise necessary to the health information IT management team. Designs healthcare related models, documents, and guides the logical and conceptual relationship of data and database changes for complex applications. Analyzes needs and requirements of existing and proposed healthcare systems, and develops technical, structural, and organizational specifications.

Minimum Education: Bachelor’s degree and/or equivalency.

HEALTH INFORMATION TECHNICAL WRITER

Minimum/General Experience: Two (2) years of experience in writing, editing, and preparing business or technical documentation. Experience with and knowledge of Department of Defense (DoD), Federal Information Processing (FIP), Government Printing Office (GPO), or commercial documentation standards as appropriate to the assignment.

Functional Responsibility: Gathers, documents, and organizes requirements; creates written specifications and other materials in support of specific project. Proven working experience in technical writing of software documentation; must possess ability to deliver high quality documentation paying attention to detail. Ability to quickly grasp complex technical concepts and produce digestible content for the general public. Strong working knowledge of Microsoft Office and basic familiarity with software development lifecycle. Knowledge of health IT or healthcare software environment.

Minimum Education: Associate’s Degree

CONFIGURATION MANAGEMENT SPECIALIST

Minimum/General Experience: Three (3) years of progressive experience demonstrating the required proficiency.

Functional Responsibility: Responsible for configuration control during product development phase. Reviews design release documents for completeness, proper approvals and system updates, to ensure correct configuration modifications. Reviews contracts and drafts configuration plans to encompass all specification requirements. Assists in the maintenance of the database. May also be responsible for contract data submittal and status on smaller projects. May also be responsible for designing, developing, implementing, and maintaining applications.

Minimum Education: Bachelor’s degree and/or equivalency.

GENERAL MANAGEMENT PROFESSIONAL
<u>Minimum/General Experience:</u> Three (3) years of progressive experience demonstrating the required proficiency.
<u>Functional Responsibility:</u> Incorporates innovative management, operational, and financial techniques that result in increased productivity and sustained organizational growth. Ability to find solutions to a myriad of Health IT business issues and problems. Excellent oral and written communicator with exceptional interpersonal skills. Experienced with office suite of computer software applications.
<u>Minimum Education:</u> Bachelor's degree and/or equivalency.

ADMINISTRATIVE ASSISTANT
<u>Minimum/General Experience:</u> Three (3) years of progressive experience demonstrating the required proficiency.
<u>Functional Responsibility:</u> Demonstrated experience in filing techniques, administrative typing, and using word processing equipment. Experience with computer graphics or computer terminals can be used as substitute for experience with word processing equipment. Familiarity with Health IT practices. Prepares and edits technical or general documentation using various software packages such as Microsoft Word, Microsoft PowerPoint, Microsoft Excel and Windows, transcription of documents, data entry, and preparing and editing management support documentation in hard copy or using software such as Microsoft Project or Primavera. Performs a variety of support services such as visitor access control, answering telephones, receptionist, ordering and receiving office supplies and equipment, editing or maintaining technical, budget, programmatic and administrative documentation and references, preparing travel documentation and coordinating travel arrangements, operation of reproduction equipment to produce large volumes of documents, courier service and mail service, etc. Interacts with senior level managers as directed. Coordinates a variety of support services such as use of reproduction equipment, scheduling maintenance for equipment, scheduling courier runs, ensuring approved security practices are applied relative to personnel and document control and scheduling, ensuring efficient operation of conference facilities and efficient conduct of office operations.
<u>Minimum Education:</u> Associate's degree and/or equivalency

DATA ANALYST
<u>Minimum General Experience:</u> Four (4) years of experience in related experience.
<u>Functional Responsibility:</u> Conducts research, collect and analyze data, monitor economic trends, or develop forecasts. Researches a wide variety of issues including energy costs, inflation, interest rates, exchange rates, business cycles, taxes, and employment levels, among others. Develops methods for obtaining the data they need. Prepares reports, including tables and charts, on research results. Presents economic and statistical concepts in a clear and meaningful way. May specialize in a particular area, but knowledge of basic economic principles is essential.
<u>Minimum Education:</u> Bachelor's degree and/or equivalency.

BUSINESS PROCESS ANALYST

Minimum General Experience: Six (6) years of experience in related experience.

Functional Responsibility: Responsible for working with customers to understand business processes and workflows, and builds models of processes using frameworks incorporating quantitative information such as process times and workflow routing. Analyzes business models to identify bottlenecks and constraints to current process models as well as identifies potential improvements and reusable processes that can be implemented. Documents improved processes, provides guidance and training to staff on improved processes, and provides presentations to management on risks and benefits of new processes. Integrates system or organizational process models into enterprise-level models to ensure maximum productivity and efficiency as well as oversees and provides guidance on testing of improved processes and ultimate implementation of new processes.

Minimum Education: Bachelor's degree and/or equivalency.

BUSINESS ANALYST

Minimum General Experience: Four (4) years of experience in related experience.

Functional Responsibility: Provides business planning and operation analyses services. Supports Government outsourcing studies and provides analyses as requested. Collects and analyzes quantitative and qualitative data and provides input for decision making.

Minimum Education: Bachelor's degree and/or equivalency.


JR. BUSINESS ANALYST

Minimum General Experience: Two (2) years of experience in related experience.

Functional Responsibility: Knowledge of strategic business planning, Government Outsourcing, performance measuring, program evaluation and auditing and productivity/process improvement. Experience with group facilitation, problem solving and dispute resolution techniques.

Minimum Education: Bachelor's degree and/or equivalency.

TeAM GSA Pricelist

 <p>TECHNOLOGY, AUTOMATION & MANAGEMENT, INC.</p>			
SIN	DESCRIPTION	CLIENT SITE	TEAM SITE
54151S	PROGRAM MANAGER	\$ 121.27	\$ 130.39
54151S	CIS PROGRAM MANAGER	\$ 121.27	\$ 130.39
54151S	PROJECT MANAGER	\$ 108.51	\$ 117.63
54151S	CIS PROJECT MANAGER	\$ 108.51	\$ 117.63
54151S	INFORMATION ASSURANCE PROJECT MANAGER	\$ 108.51	\$ 117.63
54151S	INFORMATION ASSURANCE TASK LEADER	\$ 103.95	\$ 113.07
54151S	INFORMATION ASSURANCE ENGINEER	\$ 107.60	\$ 115.80
54151S	INFORMATION ASSURANCE PRINCIPAL ANALYST	\$ 122.19	\$ 132.22
54151S	INFORMATION ASSURANCE SYSTEMS ANALYST	\$ 95.74	\$ 104.86
54151S	INFORMATION ASSURANCE ANALYST	\$ 95.74	\$ 104.86
54151S	SENIOR MANAGEMENT ANALYST	\$ 102.13	\$ 111.24
54151S	MANAGEMENT ANALYST	\$ 88.45	\$ 95.74
54151S	SENIOR NETWORK INTEGRATION ENGINEER	\$ 94.83	\$ 103.04
54151S	SENIOR NETWORK ENGINEER	\$ 94.83	\$ 103.04
54151S	NETWORK ENGINEER	\$ 90.27	\$ 97.57
54151S	SENIOR NETWORK ADMINISTRATOR	\$ 71.12	\$ 75.68
54151S	NETWORK ADMINISTRATOR	\$ 61.09	\$ 65.65

54151S	SENIOR HELP DESK ANALYST	\$ 72.95	\$ 78.42
54151S	SENIOR BUSINESS PROCESS ENGINEER (BPR)	\$ 156.84	\$ 170.51
54151S	BUSINESS PROCESS ENGINEER (BPR)	\$ 126.75	\$ 150.45
54151S	PROJECT/PROGRAM MANAGEMENT COORDINATOR	\$ 52.89	\$ 57.45
54151S	DATABASE ANALYST/PROGRAMMER	\$ 88.45	\$ 95.74
54151S	APPLICATION SYSTEMS ANALYST PROGRAMMER	\$ 96.65	\$ 104.86
54151S	SUBJECT MATTER EXPERT	\$ 167.78	\$ 186.02
54151S	FUNCTIONAL ANALYST	\$ 82.07	\$ 89.36
54151S	QUALITY ASSURANCE SPECIALIST	\$ 103.95	\$ 112.16
54151S	TECHNICAL WRITER	\$ 71.12	\$ 77.51
54151S	CIS SENIOR TRAINING SPECIALIST	\$ 91.39	\$ 94.24
54151S	CIS TRAINING SPECIALIST	\$ 77.54	\$ 79.96
54151S	DATA ANALYST	\$ 88.45	\$ 95.74
54151S	BUSINESS PROCESS ANALYST	\$ 102.13	\$ 111.24
54151S	BUSINESS ANALYST	\$ 102.13	\$ 111.24
54151S	JR. BUSINESS ANALYST	\$ 88.45	\$ 95.74
54151H	REPAIR TECHNICIAN	\$ 44.31	\$ 45.70
54151H	DESK TOP SUPPORT	\$ 69.24	\$ 71.40
54151H	SENIOR DATABASE ADMINISTRATOR	\$ 124.62	\$ 128.52
54151H	DATABASE ENGINEER	\$ 124.62	\$ 128.52

54151H	SENIOR COST ANALYST	\$ 99.01	\$ 102.08
54151H	COST ANALYST	\$ 82.39	\$ 84.96
54151H	NETWORK/SYSTEM SECURITY MANAGER	\$ 156.34	\$ 161.22
54151H	QUALITY ASSURANCE MANAGER	\$ 131.55	\$ 135.65
54151H	SENIOR IT ANALYST	\$ 124.55	\$ 128.52
54151H	IT ANALYST	\$ 108.01	\$ 111.38
54151H	JUNIOR IT ANALYST	\$ 85.62	\$ 88.29
54151H	SENIOR TRAINING SPECIALIST	\$ 91.39	\$ 94.24
54151H	TRAINING SPECIALIST	\$ 77.54	\$ 79.96
54151H	JUNIOR TRAINING SPECIALIST	\$ 58.16	\$ 59.97
54151H	TRAINING MANAGER	\$ 114.93	\$ 118.52
54151H	SENIOR WEB DEVELOPER/ENGINEER	\$ 121.86	\$ 125.66
54151H	WEB DEVELOPER/ENGINEER	\$ 96.93	\$ 99.95
54151H	JUNIOR WEB DEVELOPER/ENGINEER	\$ 76.16	\$ 78.53
54151H	RESEARCH ANALYST	\$ 87.24	\$ 89.96
54151H	PATIENT RECORDS EXPERT	\$ 90.01	\$ 92.82
54151H	PATIENT RECORDS MANAGER	\$ 101.64	\$ 104.80
54151H	PATIENT RECORDS SPECIALIST	\$ 49.86	\$ 51.41
54151H	PHARMACY MANAGEMENT SPECIALIST	\$ 149.05	\$ 153.69
54151H	HEALTH INFORMATION SYSTEMS ADMINISTRATOR	\$ 124.62	\$ 128.52

54151H	ELECTRONIC HEALTH RECORD DATABASE ADMINISTRATOR	\$ 124.62	\$ 128.52
54151H	HEALTH INFORMATION PROGRAM MANAGER	\$ 140.67	\$ 151.92
54151H	HEALTH INFORMATION PROJECT MANAGER	\$ 111.58	\$ 120.49
54151H	QUALITY ASSURANCE TECHNICIAN	\$ 103.87	\$ 112.18
54151H	HEALTH INFORMATION SENIOR MANAGEMENT ANALYST	\$ 100.10	\$ 108.12
54151H	HEALTH INFORMATION MANAGEMENT ANALYST	\$ 80.03	\$ 86.42
54151H	SYSTEMS/SOFTWARE INTEGRATION ENGINEER	\$ 102.69	\$ 110.91
54151H	HEALTH INFORMATION SUBJECT MATTER EXPERT	\$ 187.97	\$ 203.01
54151H	HEALTH INFORMATION ENGINEER	\$ 132.78	\$ 143.40
54151H	HEALTH INFORMATION TECHNICAL WRITER	\$ 78.97	\$ 85.29
54151H	CONFIGURATION MANAGEMENT SPECIALIST	\$ 108.26	\$ 116.92
54151H	GENERAL MANAGEMENT PROFESSIONAL	\$ 111.15	\$ 120.05
54151H	ADMINISTRATIVE ASSISTANT	\$ 52.51	\$ 56.72



USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

Technology, Automation & Management, Inc. (TeAM) 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 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 Federal Government contracts. To accelerate potential opportunities please contact Letitia Janifer, phone number 240-375-5660, e-mail address ljanifer@teamconsult.com and fax number (888) 820-1170.

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

132-51	
132-56	

(2) Delivery:

DESTINATION
DATES

DELIVERY SCHEDULES /

FOB	As negotiated

(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 customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.

Customers make a best value selection.



SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is between **Technology, Automation, and Management, Inc.**, a Virginia corporation with a place of business at 8280 Willow Oaks Corporate Drive, Suite 600, Office 651, Fairfax, VA 22031 (“**TeAM**”), and you, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time) (“**Licensee**”). To the extent the terms of this License Agreement conflict with the terms of the GSA Schedule contract, the terms of the GSA Schedule contract will prevail.

DEFINITIONS.

“**Affiliate**” of a party means any legal entity directly or indirectly controlled by, controlling, or under common direct or indirect control with that party, where “control” means the possession, directly or indirectly, of the power to direct or exercise a controlling influence over the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise. Such entity shall be deemed to be an “Affiliate” only so long as such relationship with the applicable party exists.

“**Confidential Information**” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects that a party has designated as “Confidential,” “Proprietary” or some similar designation, or information the confidential or proprietary nature of which is reasonably apparent under the circumstances.

“**Documentation**” means the documentation pertaining to the use of the Software that TeAM makes available to Licensee. TeAM may update the Documentation from time to time.

“**Effective Date**” means the last date a party has signed this Agreement.

“**Fees**” means License Fees, Support fees, and all other fees or charges arising under this Agreement.

“**License Fees**” means the fees payable by Licensee for licenses to the Software.

“**License Start Date**” means, with respect to specific Software, the date on which Licensee receives the first copy of that Software.

“**New Product**” means a TeAM product that may include, as a component of such product, a Software product or a portion of it, but has substantial additional features or functionalities that are not Updates or Upgrades, and that TeAM prices separately from other Software products.

“**Software**” means the software programs listed in **Exhibit A**, in object code only, that TeAM provides to Licensee, including any Upgrades. It does not include any version of the Software that constitutes a separate product because of differences in function or features.

“**Support**” means the technical support services described in Exhibit B.

“**Support Fees**” mean the fees paid for Support services.

“**Updates**” to the Software means a release or version of the Software containing functional enhancements, extensions, error corrections or fixes that TeAM makes generally available to its customers at no additional charge.

“**Upgrades**” means a release or version of the Software containing substantial enhancements or additions that TeAM makes available to its customers that have purchased Support and paid the applicable Support Fees.

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(a) Licensee is responsible for the acts or omissions of its Affiliate as if they were Licensee's acts or omissions; and (b) the Affiliate's use will not constitute a violation under any applicable export law or regulation.

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Reasonable Cooperation. Licensee shall promptly provide to TeAM all relevant facts in its possession upon becoming aware of a likelihood of infringement or other illegal use or misuse by any third party of the Software or any related intellectual property rights. Licensee shall provide reasonable cooperation in any related suits and actions, at TeAM's request and expense.

Acceptance. Without prejudice to any warranty rights, Licensee will be deemed to have accepted the Software on the License Start Date. All subsequent copies of a particular Software product will be deemed accepted upon acceptance of the first copy delivered to Licensee. For the avoidance of doubt, the parties agree that: (a) this Section 2.9 shall only apply to the first delivery of a particular Software product to Licensee, not to any subsequent purchases of additional licenses to such product; and (b) Licensee's right to reject Software shall not

apply if TeAM cannot reproduce the errors indicated in Licensee's rejection notice using commercially diligent efforts in good faith.

Suggestions. TeAM shall have a royalty-free worldwide, perpetual license to use, exploit and incorporate into the Software free of any confidentiality restrictions any suggestions, ideas, enhancement requests, feedback, recommendations or other information ("**Feedback**") Licensee or its users may provide with respect to the Software. TeAM shall own all rights, title and interest in and to any version of the Software that incorporates such Feedback from Licensee or its users.

Federal Government End Use Provisions. If Licensee is an entity of the U.S. Federal Government, TeAM provides the Software solely in accordance with the following: the Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("**FAR**") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212. This license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Use of either the Software or Documentation or both constitutes agreement by the government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions in this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with TeAM to determine if there are acceptable terms for transferring such rights, and TeAM must agree upon a mutually acceptable written addendum specifically granting such rights.

TECHNICAL SUPPORT

TeAM shall provide Support and Upgrades in accordance with **Exhibit B** for one year after the License Start Date. TeAM shall provide an invoice for the renewal amount at least sixty (60) days prior to the end of the current Support term. The term for Support will renew automatically for subsequent one-year terms upon Licensee's payment of the applicable invoice for Support Fees.

ORDER PROCESS; FEES

Purchase Orders. Licensee may, for purposes of administrative convenience, use Licensee's standard form of purchase order to order Software.

Prices. Licensee shall pay the Fees for the Software and Support in accordance with the individual ordering document.

Payment Terms. See the GSA Schedule contract for terms and conditions of payment and fees.

Software Usage Audit. Upon TeAM's written request, Licensee shall provide to TeAM a signed certification (a) verifying Licensee is using the Software in accordance with the terms of this Agreement; and (b) listing the locations in which the Software is run, number of users, number of CPUs, and any other information reasonably requested by TeAM. TeAM may, at TeAM's expense and not more than once annually, audit Licensee's use of the Software and compliance with this Agreement. TeAM will conduct the audit during normal business hours and will not unreasonably interfere with Licensee's business activities. Licensee shall provide TeAM or its auditor with all reasonable information and assistance (including copies of related software) required to enable TeAM to determine whether Licensee is in compliance with this Agreement. If the audit reveals that Licensee has underpaid Fees to TeAM, TeAM will issue an invoice to Licensee for the underpaid Fees based upon TeAM's price list at the time the Fees would have otherwise been incurred, together with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that Licensee has underpaid Fees totaling five percent (5%) or more of the Fees due in any year, Licensee shall reimburse TeAM for all reasonable expenses associated with the audit.

CONFIDENTIALITY

Each party acknowledges that it will have access to certain Confidential Information of the other party while performing its obligations under this Agreement. Confidential Information includes information that relates to the disclosing party's price quotes, preliminary concepts, products, product plans, prototypes, marketing proposals, branding strategies, creative designs and concepts, technical data, web design, inventions, trade secrets and know-how, research, customer technical requirements, software, programming techniques, algorithms, services, suppliers, customers, employees, markets, developments, processes, technology, engineering, hardware

configuration information, forecasts, business strategy, finances, and business information. Licensee acknowledges that the Software and Documentation are the Confidential Information of TeAM.

Non-Use and Non-Disclosure. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party without the prior written consent of the other party or otherwise in accordance with this **Article 5**. Each party shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of like importance, which care shall be no less than reasonable care. Each party shall disclose the other party's Confidential Information only to its directors, officers, employees, and advisors (each, a "**Representative**") who have a need to know and each of whom is bound by a written agreement in that includes confidentiality obligations consistent with those set forth in this Agreement. Each party shall be responsible for the compliance of each Representative with the terms and conditions of this Agreement. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

Exceptions. Each party's obligations with respect to the Confidential Information of the other party shall not apply to information that: (a) is or becomes generally available to the public through no wrongful act of the receiving party; (b) was rightfully in the receiving party's possession without an obligation of confidentiality prior to the time it was acquired from the disclosing party; (c) is rightfully made available to the receiving party by a third party that is not, to the receiving party's knowledge, subject to an obligation of confidentiality to the disclosing party with respect to such information; or (iv) the receiving party independently develops without reference to or use of the disclosing party's Confidential Information.

Compelled Disclosure. If the receiving party receives a subpoena or other administrative or judicial process requesting Confidential Information, the receiving party shall notify the disclosing party of such receipt to allow the disclosing party a reasonable opportunity to obtain a protective order. The receiving party may then comply with such subpoena or process to the extent required by law.

Return of Materials. Each party shall return or destroy all Confidential Information of the other party and certify in writing within thirty (30) days as to its return or destruction, upon the earlier of a written request at any time by the other party or the termination of this Agreement or of all licenses granted under this Agreement.

Previous Confidentiality Agreement. The parties hereby agree that this **Article 5** is the entire agreement and understanding of the parties with respect to Confidential Information. If the parties have previously signed a non-disclosure agreement or other form of confidentiality agreement ("**NDA**"), the parties hereby agree that: (a) the NDA shall remain in effect but shall apply to and govern only any exchanges of Confidential Information that occurred before the Effective Date of this Agreement; and (b) this **Article 5** shall govern all exchanges of Confidential Information between the parties beginning on the Effective Date of this Agreement.

TERM AND TERMINATION

Term. This Agreement commences on the Effective Date and continues until the termination date specified on the ordering document, unless otherwise terminated under **Section 6.2**.

Termination. Termination may be conducted in accordance with the Schedule 70 contract terms and conditions.

Effect of Termination. Upon termination of this Agreement, all licenses granted to Licensee will immediately terminate and Licensee shall: (a) immediately cease using the Software and Documentation; and (b) certify to TeAM in writing within thirty (30) days after termination that Licensee has destroyed or returned to TeAM the Software and Documentation and all copies remaining in Licensee's possession or control. This requirement applies to copies in all forms, partial and complete, and whether or not modified or merged into other materials. Termination of this Agreement by either party will not limit a party from pursuing any other remedies available to it, including injunctive relief, nor will termination release Licensee from its obligation to pay all Fees that Licensee has agreed to pay under this Agreement.

Survival. The terms and conditions of this Agreement that would, by their terms or their nature, survive the expiration or earlier termination of this Agreement, including: (a) Licensee's obligation to pay all dollar amounts accrued or accruable under this Agreement prior to or following the date of such expiration or early termination; (b) any cause of action or claim of Licensee or TeAM, accrued or to accrue, because of any breach or default by the other party; and (c) the provisions of Sections 2.5, 2.6, 2.7, 2.10, 7.3, 7.4, , as well as **Article 1** (Definitions), **Article 4** (Order Process; Fees), **Article 5** (Confidentiality), **Section 6** (Term and Termination), **Article 8**



(Limitation of Liability), **Article 9** (Indemnification), and **Section 10** (General) of this Agreement shall survive the termination of any purchase order and this Agreement.

WARRANTIES; DISCLAIMERS

Limited Warranty. TeAM warrants that each unmodified copy of a Software product will conform in all material respects in accordance with the Documentation at the time of delivery, when operated in accordance with the Documentation. If Licensee does not provide written notice to TeAM of a claim for breach under this **Section 7.1** within ninety (90) days after the License Start Date (the “**Warranty Period**”) with respect to a particular Software product, then its right to make a claim will terminate. Licensee acknowledges and agrees that the warranty under this **Section 7.1** shall apply only to Licensee’s initial purchase of each Software product and shall not apply to any subsequent licenses of the same Software product Licensee purchases.

Remedies. Licensee’s exclusive remedy and TeAM’s entire liability for any breach of warranty the warranty set forth in **Section 7.1** shall be to use commercially reasonable efforts to correct such breach. If TeAM concludes this modification is impracticable, then TeAM will refund the Fees paid for the license of the nonconforming Software, but Licensee must first return to TeAM all copies of the applicable Software in Licensee’s possession or control. This requirement applies to all copies in all forms, partial and complete, and whether or not modified or merged into other materials.

Disclaimers. EXCEPT FOR THE WARRANTIES IN **SECTION 7.1**, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO LICENSEE, THE SOFTWARE AND ANY SERVICES ARE PROVIDED “AS IS,” AND TEAM MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO ANY SOFTWARE OR SERVICES, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT.

TEAM DOES NOT WARRANT THAT THE SOFTWARE OR ANY SERVICES WILL MEET ANY OF LICENSEE’S REQUIREMENTS NOT SPECIFIED IN THIS AGREEMENT; THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT LICENSEE MAY SELECT FOR USE; THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL ERRORS WILL BE CORRECTED. IF LICENSEE REQUESTS PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE, THESE COPIES ARE PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND.

Except as may be done in accordance with **Section 10.15**, no statement by any TeAM employee or agent, orally or in writing, will serve to create any warranty or obligation or to otherwise modify this Agreement.

LIMITATION OF LIABILITY

EXCEPT WITH REGARD TO CLAIMS BASED UPON LICENSEE’S BREACH OF **SECTIONS 2.5** and **2.6**, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST REVENUE OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. TEAM WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FOR AGGREGATE LIABILITY TO LICENSEE REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY LICENSEE UNDER THIS AGREEMENT DURING THE ONE-YEAR PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.

FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT’S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR



552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION). LICENSEE ACKNOWLEDGES THAT THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND A MODIFICATION OF THESE PROVISIONS WOULD AFFECT SUBSTANTIALLY THE FEES TEAM CHARGES. IN CONSIDERATION OF THESE FEES, LICENSEE AGREES TO THIS ALLOCATION OF RISK AND HEREBY WAIVES ANY RIGHT, THROUGH EQUITABLE RELIEF OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

INDEMNITY

TeAM Indemnity. TeAM shall, at its own expense, indemnify and defend or, at its sole option, settle, at its own expense any suit, action, or proceeding brought against Licensee by a third party claiming that the Software infringes any issued United States patent or any copyright or trade secret (an “**IP Action**”), and TeAM shall pay damages finally awarded against Licensee in the IP Action, or those monetary damages agreed to by TeAM and the claimant in a monetary settlement of the IP Action. TeAM will be relieved of these obligations unless Licensee: (a) gives TeAM prompt written notice of the claim; (b) tenders to TeAM sole control of the defense or settlement of the IP Action; and (c) cooperates with TeAM in defending or settling the IP Action. If TeAM receives notice of an allegation that any Software infringes a third party’s intellectual property rights, or if Licensee’s use of any Software is enjoined as a result of infringement, TeAM may, at its sole option and expense: (i) procure for Licensee the right to continue using the Software; (ii) modify the Software so that it is no longer infringing; or (iii) replace the Software with other Software of equal or superior functional capability. If none of these actions are in TeAM’s determination commercially feasible, TeAM will have the right to terminate the license to that Software. If TeAM terminates a Software license as described in the preceding sentence: (1) TeAM shall refund the applicable Fees paid for the license of that Software, prorated over a straight-line five-year period; and (2) Licensee shall immediately deliver to TeAM all copies of that Software in Licensee’s possession or control. This requirement applies to all copies in all forms, partial and complete, and whether or not modified or merged into other materials. Notwithstanding any other provision of this Agreement, TeAM will not accept new orders for Software that is subject to a claim of infringement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

TEAM IP INDEMNITY LIMITATIONS. THE RIGHTS GRANTED TO LICENSEE UNDER THIS **ARTICLE 9** WILL BE LICENSEE’S EXCLUSIVE REMEDY AND TEAM’S SOLE OBLIGATION AND LIABILITY FOR ANY ALLEGED INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT, INCLUDING MISAPPROPRIATION OF A TRADE SECRET. TEAM HAS NO LIABILITY TO LICENSEE, INCLUDING UNDER **SECTION 9.1**, FOR ANY CLAIM OF INFRINGEMENT CAUSED BY: (A) MODIFICATION OF THE SOFTWARE WITHOUT THE APPROVAL OF TEAM; (B) ANY LICENSEE OR THIRD-PARTY APPLICATION OR OTHER TECHNOLOGY; (C) USE OF THE SOFTWARE IN CONNECTION OR IN COMBINATION WITH EQUIPMENT, DEVICES, OR SOFTWARE THAT TEAM DID PROVIDE, WHERE THE MISAPPROPRIATION OR INFRINGEMENT WOULD NOT HAVE OCCURRED BUT FOR SUCH COMBINATION; (D) COMPLIANCE WITH LICENSEE’S DESIGN REQUIREMENTS OR SPECIFICATIONS; (E) USE OF SOFTWARE OTHER THAN AS PERMITTED UNDER THIS AGREEMENT, OR IN A MANNER FOR WHICH IT WAS NOT INTENDED; OR (F) USE OR DISTRIBUTION OF OTHER THAN THE MOST CURRENT RELEASE OR VERSION OF THE SOFTWARE (IF THE INFRINGEMENT WOULD HAVE BEEN PREVENTED BY THE USE OF THE MOST CURRENT RELEASE OR VERSION).

GENERAL

Export. Licensee shall comply with all applicable export laws and regulations of the United States of America, the European Union, and other countries (“**Applicable Export Laws**”) and ensure that Licensee does not: (a) export the Software, directly or indirectly, in violation of Applicable Export Laws; or (b) use the Software for any purposes prohibited by the Applicable Export Laws, including nuclear, chemical, or biological weapons

proliferation. The parties shall not take any actions that would cause either party to violate the U.S. Foreign Corrupt Practices Act or similar anti-corruption laws.

Notices. All notices under this Agreement, including notices of address change, must be in writing and will be deemed given when sent by (a) registered mail, return receipt requested, or (b) a nationally recognized overnight delivery service (such as Federal Express), to the Chief Executive Officer or other senior officer of the appropriate party at the relevant address first listed above, or to a party's address as changed in accord with this Section.

Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds any part, term, or provision of this Agreement to be invalid, illegal or unenforceable, such finding shall not affect the validity, legality or enforceability of the remaining portion or portions of this Agreement, and the court or the parties may modify the invalid or unenforceable part, term or provision to the extent required to allow its enforcement in a manner most closely representing the intentions of the parties in entering into this Agreement.

Governing Law; Venue. The laws of the United States of America govern all matters arising under or related to this Agreement, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

No Waiver. No failure to exercise, and no delay in exercising, any right will operate as a waiver; nor will any single or partial exercise of a right preclude any further exercise of that right or the exercise of any other right. The waiver by a party of a breach of this Agreement will not constitute a waiver of any other breach.

Assignment. Neither party may assign or transfer, by merger, operation of law or otherwise, this Agreement or any right or duty under this Agreement to a third party without the other party's prior written consent, except that, in accordance with FAR 42.1204, TeAM may transfer this Agreement, together with all of its rights and duties under this Agreement, to an Affiliate or a successor entity if TeAM is acquired, whether by equity or asset purchase, merger, corporate restructuring or reorganization, or the like. Any purported assignment or transfer in violation of this Section is void.

Relationship of the Parties; Use of Subcontractors. Each party is an independent contractor under this Agreement and this Agreement does not establish any partnership, joint venture, employment, franchise or agency relationship between the parties. Neither party will have the power to bind the other party or incur obligations on the other's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement. Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment-related taxes. TeAM may, in its discretion, utilize subcontractors to provide services under this Agreement.

Non-Solicitation. During the term of this Agreement and for a period of one (1) year after the termination for any reason, neither party will hire or attempt to hire or solicit any employee, representative, or independent contractor of the other party, assist in such hiring or solicitation by anyone else, or encourage any such person or entity to terminate such employment or relationship.

No Third-Party Beneficiaries. This Agreement is an agreement between the parties and confers no rights upon any of the parties' employees, agents, contractors or customers, or upon any other person or entity.

Headings, Construction. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. Each of the parties and their counsel have carefully reviewed this Agreement and, if an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement. The words "include," "includes" and "including" are not intended to be exclusive and shall be deemed to be followed by the phrase "without limitation" or the phrase "but not limited to". The word "or" is not intended to be exclusive unless the context clearly requires otherwise. The word "will" shall be construed to have the same meaning and effect as the word "shall," and vice versa.

Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent, which consent neither party will unreasonably withhold or delay. With Licensee's consent, TeAM may include its name or logo in TeAM's list of customers. TeAM will comply with Licensee's trademark usage guidelines in doing so. Also, from time to time, TeAM may ask you to approve a joint press release or other electronic or online materials. Licensee will not unreasonably withhold or delay its consent to such materials.

Force Majeure. Except with regard to any obligation to pay money, neither party will be held responsible for any



delay or failure in performance caused by fire, flood, embargo, strike, labor dispute, delay or failure of any subcontract, telecommunications failure or delay, act of sabotage, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other cause beyond that party's reasonable control. If any of these events occurs, the time to perform an affected obligation will be extended by the length of time the event continues.

Entire Agreement. This Agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). The parties may amend or modify this Agreement only by an instrument signed by duly authorized representatives of both parties.

English Language Governs. This Agreement is in the English language only, which version will control in all respects. No translation of this Agreement, if any, into any other language will be of any force or effect in the interpretation of this Agreement or in a determination of the intent of either party.



EXHIBIT A
Software



EXHIBIT B
Support and Upgrades



EXHIBIT C

Pricing



LNKNXTGEN TERMS OF USE

Last Updated May 5, 2020

IMPORTANT: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS APPLICATION

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If a password is used to protect your account and personal information, it is your responsibility to keep your password confidential. You must also require any employees or other representatives to whom you grant access to the Software to maintain the confidentiality of all passwords.



Federal Government End Use Provisions.

If you are an entity of the U.S. Federal Government, TeAM provides the Software solely in accordance with the following: the Software and Documentation qualify as “commercial items,” as that term is defined at Federal Acquisition Regulation (“FAR”) (48 C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as these terms are used in FAR 12.212. This license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Use of either the Software or Documentation or both constitutes agreement by the government that the Software and Documentation are “commercial computer software” and “commercial computer software documentation,” and constitutes acceptance of the rights and restrictions in this Agreement.

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The Software may also provide links or references to other web sites or otherwise make available materials, products, information, or services provided by third parties. We provide these links merely as a convenience for our customers and other users of the Software. You understand and agree that (a) TeAM does not control or endorse any third parties referenced on the Software; (b) TeAM makes no representation or warranties whatsoever about any such third parties, their information, materials, products or services; (c) any dealings you may have with such third parties are at your own risk; and (d) TeAM has no responsibility or liability for any information, materials, products or services offered or provided by third parties, including any third party information, materials, products or services offered or provided through the Software.

No Warranties

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN A WRITTEN AGREEMENT SIGNED BY YOU AND TEAM OR YOU AND A THIRD PARTY WITH RESPECT TO SUCH PARTY’S MATERIALS OR SERVICES, THE SOFTWARE, IS PROVIDED “AS IS”, “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT. Without limiting the foregoing, TeAM makes no representation or warranty that: (a) the Software will meet your requirements; (b) access to the Software will be uninterrupted, timely, secure, or error-free; (c) the results that may be obtained from the use of the Software will be effective, accurate or reliable; or (d) any errors or defects in the Software will be corrected.

You understand the Software may include technical or other mistakes, inaccuracies or typographical errors.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH USE. You agree that TeAM will have no liability for any computer virus or other similar software code that is downloaded to your computer from the Software. Except as otherwise stated in a written agreement signed by you and TeAM, no advice or information you may obtain from TeAM or through the Software creates any warranty or obligation that is inconsistent with these Terms of Use.

This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

Limitation of Liability

YOU UNDERSTAND AND AGREE THAT TEAM, ITS OFFICERS, MANAGERS, EMPLOYEES, PARTNERS, OR SUPPLIERS WILL NOT IN ANY WAY BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING DAMAGES CONSTITUTING OR RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT TEAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE SOFTWARE; THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE SOFTWARE; ANY DEALINGS WITH OUR VENDORS, PARTNERS, OR OTHER THIRD PARTIES; ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA; ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED THROUGH THE SOFTWARE; ANY FAILURE TO STORE OR LOSS OF ANY DATA, FILES, OR OTHER CONTENT AVAILABLE THROUGH THE SOFTWARE; ANY DELAY OF OR INTERRUPTION IN THE USE OF THE SOFTWARE; OR ANY WEB SITE REFERENCED OR LINKED TO OR FROM THE SOFTWARE. **This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).**

Governing Law and Jurisdiction

The laws of the United States of America govern all matters relating to these Terms of Use and your access to or use of the Software, without regard to conflicts of laws principles.

Termination

These Terms of Use will remain in effect until terminated. You may terminate these Terms of Use at any time by destroying the Software. Termination may also be conducted in accordance with the terms and conditions of the GSA Schedule 70 contract. All provisions of these Terms of Use related to limitations of liability, remedies, indemnification, damages, and governing law will survive termination.

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has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

General

These Terms of Use constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). If for any reason a court of competent jurisdiction finds any of provision of these Terms of Use to be unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of the Terms of Use shall remain in full force and effect. Any failure by TeAM to enforce or exercise any provision of these Terms of Use or any related right does not constitute a waiver of that right or any other provision. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" or the phrase "but not limited to". The word "will" shall be construed to have the same meaning and effect as the word "shall," and vice versa. The headings used in these Terms of Use are included by convenience only and will not limit or otherwise affect the interpretation of these Terms of Use.

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