

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

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Solicitation Number/Contract Number: **GS-35F-335BA**

Period Covered by Contract: **April 21, 2014 thru April 20, 2019**

**General Services Administration  
Federal Acquisition Service**

Pricelist current through Refresh #32, dated 21 Apr 2014

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

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

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar



value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

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

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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

CyLab, Inc.  
8500 Leesburg Pike, Suite 405  
Vienna, VA 22182

Contractor **will** accept credit cards for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

**(703) 379-4818**

**3. LIABILITY FOR INJURY OR DAMAGE**



The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: **968358499**  
Block 30: Type of Contractor - A. **Small Disadvantaged Business**  
Block 31: Woman-Owned Small Business – **No**  
Block 36: Contractor's Taxpayer Identification Number (TIN): **54-1725535**

- 4a. CAGE Code: **09UJ4**
- 4b. Contractor has registered with the Central Contractor Registration Database

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

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

**SPECIAL ITEM NUMBER:** 132.51                      **DELIVERY TIME:** Negotiated with Ordering Agency

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

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

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

- a. Prompt Payment: 1% off for net 10 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None.
- c. Dollar Volume: 2% off task order of \$100,000 to \$299,999  
3% off task order of \$300,000 to \$500,000
- d. Government Educational Institutions: As Stated Above.

e. Other: None.

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

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

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology Professional Services

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and

Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

**16. GSA ADVANTAGE!**

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

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

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

**17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

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

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

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

- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

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

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

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

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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

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

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable



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

**23. SECTION 508 COMPLIANCE.**

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

Yes  X

No

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

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

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

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

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

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

**26. SOFTWARE INTEROPERABILITY.**

**Authorized Federal Supply Schedule Price List**

**GS-35F-335BA**

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)

<p style="text-align: center;"><b>TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE</b></p>
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### 1. INSPECTION/ACCEPTANCE

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

### 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements (EULA) in an editable Microsoft Office (Word) format, which can be found directly below:

***[ The Vizier™ Software is being provided solely on the terms and conditions of the agreement and on the condition that the Government Contracting Officer accept and comply with them in a signed written agreement. All terms and conditions for Government entities will be included within the contract signed by the Government and accepted upon execution of the contract.***

#### **END-USER LICENSE AGREEMENT**

*END-USER LICENSE AGREEMENT FOR USE OF THE Vizier™ SOFTWARE. IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL: CYLAB INC (TM) End-User License Agreement ("EULA") is a legal agreement between the United States Government ("the Government") and CYLAB INC (TM). For the CYLAB INC software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation which is referred to as the ("SOFTWARE PRODUCT"). By accepting the terms and conditions included with a signed contract, and downloading, installing, copying, or otherwise using the SOFTWARE PRODUCT, the Government agrees to be bound by the terms of this EULA, subject to federal law. This EULA shall not operate to bind a government employee or person acting on behalf of the*

Government in his or her personal capacity. This license agreement represents the entire agreement concerning the program between the Government and CYLAB, INC. (TM) and it supersedes any prior proposal, representation, or understanding between the parties.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

#### **1. GRANT OF LICENSE.**

The SOFTWARE PRODUCT is licensed as follows:

##### **(a) Installation and Use.**

Subject to and conditioned on the Government's strict compliance with all terms and conditions set forth in this EULA, Cylab, Inc. grants the Government a non-exclusive, non-transferable, non-sublicensable license to download, install and use copies of the SOFTWARE PRODUCT on your computer running a validly licensed copy of the SOFTWARE PRODUCT and of the operating system for which the SOFTWARE PRODUCT was designed (e.g., Windows 95, Windows NT, Windows 98, Windows 2000, Windows 2003, Windows XP, Windows ME, Windows Vista and Windows 7)

##### **(b) Backup Copies.**

Subject to and conditioned on the Government's strict compliance with all terms and conditions set forth in this EULA, the Government may also make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes; provided, however, that all copies you make of the SOFTWARE PRODUCT remain the property of Cylab, Inc., shall be subject to the terms and conditions of this EULA, and shall include at trademark, copyright, patent and other intellectual property right notices contained in the original.

##### **(c) License Fees.**

The SOFTWARE PRODUCT is being provided to the Government free of charge for evaluative purposes.

#### **2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS OF THE LICENSE.**

The Government ("The Government" includes any of your authorized users) may not use the SOFTWARE PRODUCT beyond the scope of the license granted in Section 1; further:

##### **(a) Maintenance of Notices.**

The Government must not remove or alter any trademark, copyright, patent and other intellectual property rights notices on any and all copies of the SOFTWARE PRODUCT.

##### **(b) No Distribution.**

The Government may not distribute, publish, or transfer registered copies of the SOFTWARE PRODUCT to third parties. Evaluation versions are available for download from Cylab Inc's websites.

##### **(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly.**

The Government may not, either directly or indirectly, decode, reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, or otherwise attempt to derive or gain access to the source code of the SOFTWARE PRODUCT. . Nor may the Government modify translate, adapt or otherwise create derivative works or improvements, whether or not patentable of the SOFTWARE PRODUCT.

##### **(d) No Sale or Rental.**

The Government may not sell, rent, lease, sublicense, assign, or lend the SOFTWARE PRODUCT, nor any part thereof. Nor may the Government combine the SOFTWARE PRODUCT, or any part thereof, with any other programs which the Government sells, transfers, rents, leases or lends to third parties.

##### **(e) Support Services.**

Cylab, Inc. may provide the Government with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code provided to the Government as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA.

##### **(f) Compliance with Applicable Laws.**

You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

#### **3. TERMINATION**

When the end user is an instrumentality of the US Government, recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the Contract Disputes Act as applicable. During any dispute under the disputes clause the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. In the event of termination, the Government must delete and/or destroy all copies of the SOFTWARE PRODUCT in its possession and cease all use of the SOFTWARE PRODUCT.

#### **4. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by Cylab, Inc. or its suppliers. All title and intellectual property rights in the SOFTWARE PRODUCT and to the content which may

be accessed through use of the SOFTWARE PRODUCT is the property of the respective intellectual property owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants the Government no rights to use such content. All rights not expressly granted are reserved by Cylab, Inc.

#### **5. NO WARRANTIES**

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#### **6. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: IN NO EVENT SHALL CYLAB, INC. BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF CYLAB, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CYLAB, INC. BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), OR OTHER DAMAGES BASED IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT. CYLAB, INC. SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONTENT OF THE SOFTWARE PRODUCT OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS CONTAINED THEREIN, LIBEL, INFRINGEMENTS OF RIGHTS OF PUBLICITY, PRIVACY, TRADEMARK RIGHTS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, MORAL RIGHTS OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION.

#### **7. GOVERNING LAW, JURISDICTION**

***This Agreement shall be governed by and construed according to the Federal Acquisition Regulation and applicable federal statutes. Venue and jurisdiction of any disputes are determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.).***

### **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 (703) 379-4818 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM to 5 PM, EST.

**5. SOFTWARE MAINTENANCE**

- a. Software maintenance as it is defined: (select software maintenance type) : SIN 132-32

**1. Software Maintenance as a Product**

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.

**2. Software Maintenance as a Service (SIN 132-34)**

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 132-32) AND MAINTENANCE (SIN 132-34)**

- 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**

- 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 100% of all term license payments during the period that the software was under a term license within the ordering activity.

## **8. TERM LICENSE CESSATION**

- a. After a software product has been on a continuous term license for a period of twelve (12) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **9. UTILIZATION LIMITATIONS - (SIN 132-32, AND SIN 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the

subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

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

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

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Vizier product developed by Cylab is a database search tool. It utilizes an advanced set of fuzzy search heuristics to perform structured and unstructured searches against a customer's databases. It will work on any customer database, and on any database vendor's rdbs. Vizier is strictly a read only system. It does not write anything on any customer database. It has been developed as an API so that it can be incorporated into anybody's program. It is designed to support database integration, matching data between databases and data cleansing.

**12. PRICING**

Up to \$50,000 can be charged for an annual software license, which is required for one database with an unlimited number of records. Software licenses can be issued for additional databases, and while pricing has a ceiling of \$50,000 for all databases, CyLab reserves the option to negotiate pricing that is lower.

**SIN 132-32 Term Software License**

<b>Product</b>	<b>Manufacturer</b>	<b>GSA Price w/IFF</b>	<b>Warranty</b>
Database Search Technology	CyLab, Inc.	\$9,349.48 per year for one database, up to 5 million records	12 hours free support per year
Database Search Technology	CyLab, Inc.	Up to \$46,747.78 per year for one database, unlimited records	12 hours free support per year

**SIN 132-34 Maintenance**

<b>Product</b>	<b>Manufacturer</b>	<b>GSA Price w/IFF</b>	<b>Warranty</b>
Hourly Maintenance, Troubleshooting for Database Search Technology	CyLab, Inc.	12 hours free per year w/purchase of software license, \$140.24 an hour thereafter	N/A

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

**1. SCOPE**

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional 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/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order

during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 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 THE 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/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

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

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

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

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

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional 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 (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—

(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/IAM PROFESSIONAL SERVICES AND PRICING w/IFF

#### **Labor Category: Senior Functional Analyst Rate: \$102.20**

**Minimum Education:** Bachelor's degree (or equivalent) in computer science, IT, engineering or other related discipline.\* **Minimum Experience:** Minimum of four years of specialized experience required with Bachelors degree. With no degree, ten years of practical experience is required of which four years must be specialized. Specialized experience includes analysis, design, and business information analysis and planning.

**Duties include, but are not limited to:** Performs the analysis of functional business applications and design specifications for functional activities. Applies activity modeling, internal control and risk analysis, modern business methods and performance measure techniques.

**Functional Responsibilities:** Works with client independently and with little supervision to determine complex system specifications and ensure client needs are being met. Analyzes client business processes and determines how solutions can be created to best meet the clients goal. Able to lead meetings as necessary to further develop successful software strategies and is able to present those strategies to others. Has demonstrated speaking and technical writing ability and serves as high- level liaison between the client and technical staff to ensure that systems functionality falls safely within client specifications.

### **Labor Category: Technical Manager Rate: \$87.84**

**Minimum Education:** Bachelor's degree (or equivalent) in computer science, IT engineering or other related discipline. \* **Minimum Experience:** Minimum of seven to ten years of experience required, of which six years must be specialized. Specialized experience required includes: complete engineering project development from inception to deployment, demonstrated ability to provide guidance and direction in multiple task across several functional areas and including the use of different technologies.

**Duties include, but are not limited to:** Proven expertise in the management and control of funds and resources. Demonstrated capability in managing complex task order contracts. General experience required includes: increasing responsibilities in information systems design and management.

**Functional Responsibility:** Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of contractual items. Operates within client guidance, contractual limitations, and company business and policy directives. Serves as focal point of contact with client on program activities. Ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation. Manages program consisting of multiple projects including project identification, design, development and delivery. Confers with project manager to provide technical advice and to assist with problem resolution.

### **Labor Category: Senior Systems Analyst Rate: \$68.69**

**Minimum Education :** Bachelor's degree (or equivalent) in computer science, IT, engineering or other related discipline. \* **Minimum Experience:** Minimum of four years experience is required of which three years must be specialized. Specialization can include: experience as an applications programmer on large-scale database management systems, knowledge of target computer and ability to develop complex software to satisfy design objectives.

**Duties include, but are not limited to:** managing and performing software-engineering activities, increasing responsibilities in software engineering, activities, knowledge of applicable standards.

**Functional Responsibility:** Leads meeting with functional/ user management to define business systems requirements and to resolve problems in existing jobs. Analyzes cost and benefit trade-offs of systems solutions. Typically leads a team of other programmer analysts in any of the phases in the life cycle of application software. Leads development of systems design specifications, and prepares or reviews systems documentation and report layouts using automated tools, current design techniques or functional program specifications. Codes or reviews code of more complex programs, generates or reviews program test data, and leads test and debugging of programs.

### **Labor Category: Systems Analyst Rate: \$59.43**

**Minimum Education:** Bachelor's degree (or equivalent) in computer science, IT, engineering or other related discipline. \* **Minimum Experience:** Minimum of four years experience of which at least three years must be specialized. Specialized experience required includes: the analysis and design of business applications on complex, large-scale systems, including three years experience in database management concepts. Knowledge of state-of-the-art storage and retrieval methods is required, as well as the ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer software, plus one year of systems analysis experience designing technical applications on computer systems.

**Duties include, but are not limited to:** increasing responsibilities in information systems design and management, and demonstrated work on requirements that are moderately complex to analyze, plan, program, and operate. Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management. Develops plans for ADP systems from project inception to conclusion. Analyzes the problem and the information to be processed. Defines the problem and develops system requirements and program

closely with programmers to ensure proper implementation of program and system specifications. Confers with functional proponents to determine application requirements and recommend system alternative solutions.

### **Labor Category: Senior Software Engineer Rate: \$77.98**

**Minimum Education:** Bachelor's degree (or equivalent) in computer science, IT, engineering or other related discipline.\* **Minimum Experience:** Minimum of four years experience, with at least three years specialized experience. Specialized experience required includes: demonstrated experience with DBMS design and system analysis, current operating systems software internals, data manipulation techniques and languages.

**Duties include, but are not limited to:** increasing responsibilities in the development and maintenance of data base systems.

**Functional Responsibility:** Directs the design of databases to store, secure, select and retrieve information in a logical, orderly manner. Ensures that designed systems provide sufficient controlled avenues for access to and maintenance of the data dictionary. Retrieves transactions to ensure correct implementation and usage of the database. Continually assesses performance of the data base for maximum effectiveness. Works closely with peer level data processing management to evaluate the effects of systems tools or equipment changes on the database. Trains and develops subordinates through varied assignments.

### **Labor Category: Software Engineer Rate: \$52.67**

**Minimum Education:** Bachelor's degree (or equivalent) in computer science, IT, engineering or other related discipline.\* **Minimum Experience:** Minimum of three years experience of which at least two years must be specialized. Specialized experience required includes: the analysis and design of business applications on complex, large-scale systems, including three years experience in database management concepts. Knowledge of state-of-the-art storage and retrieval methods is required, as well as the ability to formulate specifications for computer programmers to use in coding, testing and debugging of computer software, plus one year of systems analysis experience signing technical applications on computer systems.

**Duties include, but are not limited to:** increasing responsibilities in information systems design and management, and demonstrated work on requirements that are moderately complex to analyze, plan, program and implement.

**Functional Responsibility:** Directs the design of databases to store, secure, select, and retrieve information in a logical, orderly manner. Ensures that designed systems provide sufficient controlled avenues for access to and maintenance of the data dictionary. Retrieves transactions to ensure correct implementation and usage of the database. Continually assesses performance of the database for maximum effectiveness. Works closely with peer level data processing management to evaluate the effects of systems tools or equipment changes on the database and to ensure continuing integration of the database. Trains and develops subordinates through varied assignments.

### **Labor Category: Junior Analyst Rate: \$50.09**

**Minimum Education:** Bachelor's degree (or equivalent work experience) in Computer Science, IT, Engineering, or other related discipline.

**Minimum Experience:** Minimum of two years experience is required. Four years experience in an Information Technology environment, two of which must be performance in specialized area.

**Duties include, but are not limited to:** increasing responsibilities in software engineering activities. Knowledgeable of applicable standards.

**Functional Responsibilities:** Analyzes functional business application designs specifically made for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests,

debugs and defines computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

**Labor Category: Senior Systems Engineer Rate: \$135.21**

**Minimum Education:** Bachelor's degree (or equivalent work experience) in Computer Science, IT, Engineering, or other related discipline. Minimum of five years of specialized experience required.\* With no degree, fifteen years of practical experience is required of which seven years must be specialized. Specialized experience required includes: the analysis and design of business applications on complex, large- scale systems, including experience in database design and implementation concepts. Formulates/ defines system scope and objectives for assigned projects. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time and form of desired results. Prepares detailed specifications from which programs will be written. Responsible for program design, coding, testing, debugging and documentation. Has full technical knowledge of all phases of application systems analysis and programming. Has good understanding of the business or function for which applications is designed. Responsible for quality assurance review. Responsible for directing and monitoring the work of team members.

*\*Bachelors may be substituted with four years experience in an information technology environment, two of which includes performance in specialized area.*

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

**PREAMBLE**

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

**COMMITMENT**

To actively seek and partner with small businesses.

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

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

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