

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized FSC Price List**

On-line access to contract ordering information, terms & conditions, up-to-date pricing, and option to create electronic delivery orders is available through GSA Advantage.gov.

ADP SCHEDULE PRICE LIST

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE AND SERVICES**

Contract Number: GS-35F-335GA

For more information on ordering from Federal Supply Schedules - click FSS Schedules button @ fss.gsa.gov

March 31, 2017 – March 30, 2022



1364 BEVERLY ROAD, SUITE 101
McLean, VA. 22101
PHONE: 703-903-4972
TOLL FREE: 1-800-247-IDEA
FAX: 703-903-8949
<http://www.ideamatics.com>

Veteran-Owned Small Business (VOSB)

**INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
Special Item No. 132-51**

**TERM SOFTWARE LICENSES
Special Item No. 132-32**

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1. CUSTOMER INFORMATION:

1a. Table of Awarded 132-51 SINS:

LABOR CATEGORY	DESCRIPTION	2018 PRICE
Consultant Engineer	Has published articles and books in field of endeavor. Is recognized by at least one professional organization as an expert. Has a professional license in field of endeavor. Is called upon due to expertise in a particular field. Has varied project experience and demonstrated contributions to more than one field of endeavor. Has served as a systems architect for at least two years.	\$208.27
Systems Architect	Has a professional license or certification in field of endeavor. Has varied project experience (preferably multidisciplinary) and demonstrated contributions to more than one field of endeavor. Can cite sources for data and recommend techniques. Has served as a senior systems analyst for at least three years.	\$176.83
Senior Systems Analyst	Performs as principal investigator responsible for problem definition, data collection, methodology, and conclusions on multiple analyst studies and evaluations. Must have demonstrated expertise in simulation modeling, and/or statistical applications. Can work independently at remote locations. Manages large project efforts. 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, and for progress in accordance with schedules. Has served as a senior computer systems analyst for at least four years	\$155.17
Systems Engineer	Works independently or under only general direction to resolve application problems including multiple application systems and associated interfaces involving all phases of system analysis and design. Coordinates with the management to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestones status reports and delivers presentations on the system concept to colleagues, subordinates, and user representatives. Supervises and provides technical direction to lower level analysts who are assigned to assist. Maintains small to large scale IS's which may be implemented on mainframe(s), minicomputer(s), or microcomputer(s). Evaluates existing IS's. Interfaces with the user. Participates in and conducts structured walkthroughs. Manages and directs a small team composed of analysts, programmers, users, and specialists.	\$145.03
Senior Programmer Analyst	Under general supervision, analyzes systems requirements and design specifications. Develops diagrams and logic charts as required. Translates detailed design into computer programs. Tests, debugs, and refines the computer program to produce the required product. Prepares required documentation to include both program and user level documentation. Enhances programs to reduce operating time or improve efficiency. Supervises and provides technical direction to less experienced programmers. Maintains IS's which may be implemented on mainframe(s), minicomputer(s), or microcomputer(s) and interfaces with other IS's. Analyzes specifications and designs prepared by analysts. Interfaces with the user. Participates in and conducts structured walkthroughs. Conceives and develops new testing and programming techniques.	\$130.72
Information Specialist	Supervises personnel concerned with data preparation, processing and distribution of input and output. Establishes and maintains quality control procedures for the production environment. Establishes schedules for the production environment to obtain maximum usage of ADP equipment. Conducts periodic inventory of hardware.	\$113.08
Programmer	Under general supervision, analyzes systems requirements and design specifications. Develops diagrams and logic charts as required. Translates detailed design into computer programs. Tests, debugs, and refines the computer program to produce the required product. Prepares required documentation to include both program and user level documentation. Enhances programs to reduce operating time or improve efficiency. Supervises and provides technical direction to less experienced programmers. Maintains IS's which may be implemented on mainframe(s), Minicomputer, or microcomputer(s) and interfaces with other IS's. Analyzes specifications and designs prepared by analysts. Interfaces with the user. Participates in and conducts structured walkthroughs. Conceives and develops new testing and programming techniques.	\$90.78
Junior Programmer	Codes and tests computer programs. Knows at least one computer programming language and one specialized software package. Does microflowcharting and other documentation tasks. Desirable to know data reduction and presentation methods.	\$72.04

1b. Identification of the lowest pricing:
See Table in \$1a.

1c. Hourly rates:
See Table in \$1a.

2. MAXIMUM ORDER:

The maximum dollar value per order for all IT Professional services will be \$500,000. All dollar amounts are exclusive of any discount for prompt payment.

3. MINIMUM ORDER:

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

4. GEOGRAPHIC COVERAGE:

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

5. POINT OF PRODUCTION:

McLean, VA and Broomfield, CO

6. DISCOUNT FROM LIST PRICES:

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

7. QUANTITY DISCOUNTS:

None

8. PROMPT PAYMENT TERMS:

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

9. GOVERNMENT PURCHASE CARDS:

9a. Government purchase cards are accepted for purchases equal to or less than the micro purchase threshold for oral or written delivery orders.

9b. Government purchase cards are not accepted for payment above the micro-purchase threshold.

10. FOREIGN ITEMS:

N/A

11. DELIVERY:

11a. Time of Delivery:

As negotiated with ordering agencies.

11b. Expedited Delivery:

All items in this price list are available for expedited delivery.

11c. Overnight and 2-day Delivery:

\$11b above applies.

11d. 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 time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. POINT:

Destination

13. ORDERING:**13a. Ordering Address:**

IDEAMATICS, INC. 1364 Beverly RD Suite 101 McLean VA. 22101

13b. Ordering Procedures:

Ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

a. Contractor's Ordering Address:

IDEAMATICS, INC.
1364 BEVERLY ROAD, SUITE 101
McLean, VA. 22101

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

Voice: (703) 903-4972
Toll Free: (800) 247-4332
Fax: (703) 903-8949

c. 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: Manufacturer; Manufacturer's Part Number; and Product categories. Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser. (The Internet address is <http://www.fss.gsa.gov>)

14. PAYMENT ADDRESS:

IDEAMATICS, INC. 1364 Beverly RD Suite 101 McLean VA 22101.

15. WARRANTY PROVISION:

With regard and with relationship to the maximum extent permitted by applicable law, IDEAMATICS, Inc., and, if applicable, related suppliers, shall provide the Product and any support services with a sixty day warranty that the Product will conform to the applicable technical specifications for the Product that is published in the documentation, if needed, related to the Product, and except for the foregoing hereunto disclaim all warranties and conditions, either express, implied or statutory, which may include, but are not limited to, any implied warranties or conditions of merchantability, of suitability for a specified purpose, that it contains absolute accuracy or completeness of responses, of results, and of any lack of negligence or lack of workmanlike effort, all with respect to the Product, and the provision of or failure to provide Support Services. FURTHERMORE, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT WITH REGARDS TO THE HEREIN CONTAINED PRODUCT. THE ENTIRE RISK AS TO THE QUALITY OF OR PERFORMANCE OF THE PRODUCT AND SUPPORT SERVICES, IF ANY, REST WITH YOU.

16. EXPORT PACKING CHARGES:

N/A

17. GOVERNMENT PURCHASE CARD ACCEPTANCE TERMS & CONDITIONS:

Contractors are required to accept the Government purchase card for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Government purchase cards will not be acceptable for payment above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:

N/A

19. INSTALLATION TERMS AND CONDITIONS:

N/A

20. REPAIR PARTS:

N/A

20a. Other Services Terms & Conditions:

N/A

21. SERVICE AND DISTRIBUTION POINTS:

N/A

22. PARTICIPATING DEALERS:

N/A

23. PREVENTIVE MAINTENANCE:

N/A

24. ATTRIBUTES:**24a. Special attributes:**

N/A

24b. Section 508 compliance:Information available at www.ideamatics.com.**25. DUNS NUMBER:**

86-106-7700

26. CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:

IDEAMATICS Inc. is a registered CCR participant.

27. OTHER TERMS AND CONDITIONS:**27a. SCOPE**

The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

IDEAMATICS will provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

27b. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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.

The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

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.

27c. ORDER

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.

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.

27d. PERFORMANCE OF SERVICES

IDEAMATICS will commence performance of services on the date agreed to with the ordering activity.

IDEAMATICS agrees to render services only during normal working hours, unless otherwise agreed to with the ordering activity.

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.

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.

27e. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

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-

- Cancel the stop-work order; or
- Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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-

- 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
- 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.

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 performance in arriving at the termination settlement.

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.

27f. 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 COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

27g. 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.

27h. 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.

27i. INDEPENDENT CONTRACTOR

All IT 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.

27j. 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.

27k. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT 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.

27l. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by-

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

27m. RESUMES

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

27n. 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.

27o. 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.

28. DESCRIPTION OF IT PROFESSIONAL SERVICES

The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT 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.

Pricing for all IT 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, minimum general experience and minimum education.

Commercial Job Title: Consultant Engineer

Minimum/General Experience: Ten or more years of experience in the information technology field in increasingly responsible positions.

Functional Responsibility: Has published articles and books in field of endeavor. Is recognized by at least one professional organization as an expert. Has a professional license in field of endeavor. Is called upon due to expertise in a particular field. Has varied project experience and demonstrated contributions to more than one field of endeavor. Can cite sources for data and recommend techniques. Has served as a professional engineer for at least two years.

Minimum Education: Requires Doctorate degree.

Commercial Job Title: Systems Architect

Minimum/General Experience: Eight or more years of experience. A minimum of seven years experience in the information technology field in increasingly responsible positions.

Functional Responsibility: Has a professional license or certification in field of endeavor. Has varied project experience (preferably multi-disciplinary) and demonstrated contributions to more than one field of endeavor. Can cite sources for data and recommend techniques. Has served as a senior systems analyst or senior engineer for at least three years.

Minimum Education: Requires a Masters degree in Computer Science or related studies. Doctorate degree is desirable.

Commercial Job Title: Senior Systems Analyst

Minimum/General Experience: Seven or more years of experience. A minimum of four years experience in the information technology field in increasingly responsible positions.

Functional Responsibility: Performs as principal investigator responsible for problem definition, data collection, methodology, and conclusions on multiple analyst studies and evaluations. Must have demonstrated expertise in simulation modeling, and/or statistical applications. Can work independently at remote locations. Manages large project efforts. 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, and for progress in accordance with schedules. Has served as a systems engineer or senior programmer analyst for at least four years.

Minimum Education: Requires a Masters degree in Computer Science or related studies.

Commercial Job Title: Systems Engineer

Minimum/General Experience: Six years or more of demonstrated experience. Four years must be as a computer programmer and/or computer systems analyst. Demonstrated experience in analysis and programming of applications on mini, micro and mainframe computers. Experience in the design and programming of complex IS's.

Functional Responsibility: Works independently or under only general direction to resolve application problems including multiple application systems and associated interfaces involving all phases of system analysis and design. Coordinates with the management to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestones status reports and delivers presentations on the system concept to colleagues, subordinates, and user representatives. Supervises and provides technical direction to lower level systems analysts who are assigned to assist. Maintains small to large scale IS's which may be implemented on mainframe(s), minicomputer(s), or microcomputer(s). Evaluates existing IS's. Interfaces with the user. Participates in and conduct structured walkthroughs. Manages and directs a small team composed of analysts, programmers, users, and specialists.

Minimum Education: Requires a Masters degree in Computer Science or related studies.

Commercial Job Title: Senior Programmer Analyst

Minimum/General Experience: Five years or more of demonstrated experience. Three years must be as an analyst or programmer. Responsibility for software development projects, team leadership/supervision three or more programmers on mainframe, micro and mini computer systems for software development and maintenance projects.

Functional Responsibility: Under general supervision, analyzes systems requirements and design specifications. Develops diagrams and logic charts as required. Translates detailed design into computer programs. Tests, debugs, and refines the computer program to produce the required product. Prepares required documentation to include both program and user level documentation. Enhances programs to reduce operating time or improve efficiency. Supervises and provides technical direction to less experienced programmers. Maintains IS's which may be implemented on mainframe(s), minicomputer(s), or microcomputer(s) and interfaces with other IS's. Analyzes specifications and designs prepared by analysts. Interfaces with the user. Participates in and conducts structured walkthroughs. Conceives and develops new testing and programming techniques.

Minimum Education: Requires a Bachelors degree in Computer Science or related study. Masters degree in Computer Science or related study is desirable.

Commercial Job Title: Information Specialist

Minimum/General Experience: Four or more years of demonstrated experience in the operation of production AIS's and providing ADP services such as on-line and batch capability. Must demonstrate operator experience in the day-to-day operation of a production and development ADP environment.

Functional Responsibility: Supervises personnel concern with data preparation, processing and distribution of input and output. Establishes and maintains quality control procedures for the production environment. Establishes schedules for the production environment to obtain maximum usage of ADP equipment. Conducts periodic inventory of hardware.

Minimum Education: Requires Bachelors degree in Computer Science or related study.

Commercial Job Title: Programmer

Minimum/General Experience: Three or more years of demonstrated experience. Responsibility for software development projects, team leadership/supervision over three or more programmers on mainframe, micro and mini computer systems for software development and maintenance projects. The Programmer shall have specialized experience in one or more programming languages.

Functional Responsibility: Under general supervision, analyzes systems requirements and design specifications. Develops diagrams and logic charts as required. Translates detailed design into computer programs. Tests, debugs, and refines the computer program to produce the required product. Prepares required documentation to include both program and user level documentation. Enhances programs to reduce operating time or improve efficiency. Supervises and provides technical direction to less experienced programmers. Follows guidance established in USMC IS Standard. Maintains IS's which may be implemented on mainframe(s), minicomputer(s), or microcomputer(s) and interfaces with other IS's. Analyzes specifications and designs prepared by analysts. Interfaces with the user. Participates in and

conducts structured walkthroughs. Conceives and develops new testing and programming techniques.

Minimum Education: Requires a Bachelors degree in Computer Science or related study.

Commercial Job Title: Junior Programmer

Minimum/General Experience: One or more years of demonstrated experience. Has basic knowledge of one or more programming languages. Can generate straightforward code from detailed specifications.

Functional Responsibility: Under general supervision, codes and tests computer programs. Knows at least one computer programming language and one specialized software package. Does microflowcharting and other documentation tasks. Desirable to know data reduction and presentation methods.

Minimum Education: None. Bachelors degree in Computer Science or related study is desirable.

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SOFTWARE AND SERVICES**

**Term Software License
Special Item No. 132-32**

Contract Number GS-35F-335GA

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Veteran-Owned Small Business (VOSB)

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REACHTOPIA™		R01	R02	R03
Features		Basic	Professional	Enterprise
• Users (number of users)		1	5	Unlimited
• Campaigns (number of campaigns)		25	99	Unlimited
SpyWire™ Module				
• User-friendly dashboard				
• Customizable keyword tracking				
• TRACKWIRE™ (MEDIA METRICS)				
• Storage and archiving				
Reports Module				
• Links to individual cites				
• Number of followers				
• Positive & negative trends				
Comparisons Module				
• Brand & Competitor ranking				
Heat Map Module				
• USA w/drill down				
• Global w/drill down				
Demographics Module				
• Customizable demographics				
Export Module				
• Tailored Exports				
Press Release & Distro Module				
Document Wiki				
Settings Module				
• Campaign management				
• Folder management				
• Semantic keyword management				
Management Console				
• User Management & Logs				
R04*	MEDIA MONITORING & DAILY NEWS CLIPS (M-F)	Unlimited Internal Use *Note: Requires R02 or R03 EULA	In addition to the selected R02 or R03 solution, includes specialized services for reporting as outlined further below.	

Service Level		Description	# Campaigns	# Users
1	R01	<p>Basic plan provides access to the REACHTOPIA™ SpyWire, Comparison, Heat Map, Demographics Export and Settings Modules. This access level provides the ability to monitor up to 25 unique campaigns by a single user.</p> <p>SpyWire™ offers daily summaries of news stories, listing them by positive/negative, ranking or date-time-group. SpyWire links to original sources. Convenient semantic ranking for each linked sourced indicate positive/negative trending on a scale of +10 to -10. Clicking the positive, negative, or date links allows SpyWire to parse media mentions by category, clicking rank allows users gage the number of fans or followers amongst Twitter or Facebook social media feeds. SpyWire also provides convenient hotlinks to the original story or post.</p>	25	1
2	R02	<p>Professional plan provides <u>all</u> the functionality of the basic plan and adds the Trackwire module, Reports module and the Management consoles for 5 users comparing up to 99 unique campaigns.</p> <p>TrackWire™ tracks daily the number of media mentions for each category: Facebook, Blogs, News Feeds (includes print, radio and TV) and YouTube.</p> <p>Users can easily group by topic or by the type of media mentions. In coordination with SpyWire users can compare the graphs by positive or negative mentions. Trackwire also allows the user to see the tracking of news and social media day-by-day.</p>	99	5
3	R03	<p>Enterprise plan provides <u>all</u> the functionality of the professional plan but for an <u>unlimited</u> number of users and an <u>unlimited</u> number of campaigns. This functionality offers comprehensive monitoring – including robust reports and statistics for traditional and social media sources.</p> <p>The Enterprise plan also provides Press Distro – providing outbound press release and media advisory services to all forms of media, including social media and online services; as well as Document Wiki – providing a secure and robust document and information exchange using the user-friendly Wikipedia format and software.</p>	Unlimited	Unlimited

4	R04 *	Media Monitoring & Daily News Clips	<p>Specialized information technology services are provided to augment the use of REACHTOPIA™ through customized reporting. This Media Monitoring & Daily Media Clips reporting is provided to fully complement the use of the REACHTOPIA™ tools.</p> <p>Media Monitoring Services includes unlimited internal user accounts, which can provide:</p> <ul style="list-style-type: none"> • Focused campaigns (folders/topics) • Comprehensive Data reporting - including: <ul style="list-style-type: none"> ○ Timeline ○ Source ○ Tonality ○ Gender ○ Geolocation ○ Influential individuals • List Creation • On Demand Reports Preparation and Consultation • Telephone and e-mail support 9-5 M-F <p>Daily News/Media Clips is a tailored service which includes the following characteristics:</p> <ul style="list-style-type: none"> • Summary of cites in a specific campaign <ul style="list-style-type: none"> ○ Delivery M-F excluding holidays ○ Identification of topicality, key personnel, programs and events • Ability to change folders and topics monthly • Executive Summary 	<p>*Note: Requires R02 or R03 EULA</p>	<p>Unlimited Internal Use</p>
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1b. Identification of lowest pricing:

REACHTOPIA™ PRICING MATRIX				
License Type:	R01 Basic	R02 Professional	R03 Enterprise	R04 Media Monitoring & Daily News clips
Non-Discounted Commercial Price	per month	per month	per month	per month
Commercial Base Rate	\$399	\$2,499	\$7,499	\$1,599
Proposed GSA Rates	Service Level 1	Service Level 2	Service Level 3	Service Level 4
	per month	per month	per month	per month
Base rate (per month)	\$298.85	\$1,874.25	\$5,624.25	\$1,199.25
Discount from commercial rate	25.1%	25.0%	25.0%	25.0%

1c. Hourly Rates: N/A

2. Maximum order: The maximum dollar value of orders to be issued is \$500,000. Dollar amounts are exclusive of any discount for prompt payment.

3: Minimum order: The minimum dollar value of orders to be issued is \$100.00.

4. Geographic coverage (delivery area): The geographic scope of this contract is the 48 contiguous states and the District of Columbia.

5. Point of production: McLean, VA.

6. Discount from list prices: Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discount: None.

8. Prompt payment terms: NET - 30 days from receipt of invoice or date of acceptance, whichever is later. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government purchase cards:

9a. Government purchase cards are accepted for purchases equal to or less than the micro purchase threshold for oral or written delivery orders.

9b. Government purchase cards are not accepted for payment above the micro-purchase threshold.

10. Foreign items: N/A

11a. Time of delivery: As negotiated with ordering agencies.

11b. Expedited Delivery: All items in this price list are available for expedited delivery.

11c. Overnight & 2-day delivery. 11b above applies.

11d. 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 time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. point: Destination

13a. Ordering address: IDEAMATICS, INC. 1364 Beverly RD Suite 101 McLean VA. 22101

13b. Ordering procedures: Ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

- a. Contractor's Ordering Address:
IDEAMATICS, INC.
1364 BEVERLY ROAD, SUITE 101
McLean, VA. 22101
- b. The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:
Voice: (703) 903-4972
Toll Free: (800) 247-4332
Fax: (703) 903-8949
- c. 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: Manufacturer; Manufacturer's Part Number; and Product categories.
Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser. (The Internet address is <http://www.fss.gsa.gov>)

14. Payment address: IDEAMATICS, INC. 1364 Beverly RD Suite 101 McLean VA. 22101

15. Warranty provision: 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.

With regard and with relationship to the maximum extent permitted by applicable law, IDEAMATICS, Inc., and, if applicable, related suppliers, shall provide the Product and any support services with a sixty day warranty that the Product will conform to the applicable technical specifications for the Product that is published in the documentation, if needed, related to the Product, and except for the foregoing hereunto disclaim all warranties and conditions, either express, implied or statutory, which may include, but are not limited to, any implied warranties or conditions of merchantability, of suitability for a specified purpose, that it contains absolute accuracy or completeness of responses, of results, and of any lack of negligence or lack of workmanlike effort, all with respect to the Product, and the provision of or failure to provide Support Services.

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.

FURTHERMORE, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT WITH REGARDS TO THE HEREIN CONTAINED PRODUCT. THE ENTIRE RISK AS TO THE QUALITY OF OR PERFORMANCE OF THE PRODUCT AND SUPPORT SERVICES, IF ANY, REST WITH YOU.

16. Export packing charges: N/A

17. Government Purchase Card Acceptance Terms & Conditions: Contractors are required to accept the Government purchase card for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Government purchase cards will **not** be acceptable for payment above the micro-purchase threshold.

18. Rental, Maintenance, & Repair Terms & Conditions: N/A

19. Installation Terms & Conditions: N/A

20. Repair Parts: N/A

20a. Other Services Terms & Conditions: None

21. Service & distribution points: N/A

22. Participating dealers: N/A

23. Preventive maintenance: N/A

24a. Special Attributes: N/A

24b. Section 508 compliance: Information available at www.reachtopia.com.

25. DUNS number: 86-106-7700

26. Notification regarding registration in Central Contractor Registration (CCR) database: IDEAMATICS Inc. is a registered CCR participant.

27. OTHER TERMS AND CONDITIONS

27a. 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.

27b. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

27c. 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. The following telephone numbers can be used by ordering agencies to obtain technical assistance. The technical support number is available from 0930-1730 Eastern time.

Voice: (703) 903-4972
Toll Free: (800) 247-4332
Fax: (703) 903-8949

27d. SOFTWARE MAINTENANCE Software Maintenance as a Product is not proposed.

27e. PERIODS OF TERM LICENSES The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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.

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.

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.

27f. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE N/A

27g. TERM LICENSE CESSATION N/A

27h. UTILIZATION LIMITATIONS Software acquisition is limited to commercial computer software defined in FAR Part 2.101. 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 (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.

27i. 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 the result of a change in operating system , or from one computer system to another.

27j. RIGHT-TO-COPY PRICING N/A

REACHTOPIA™ GSA SCHEDULE END USER LICENSE AGREEMENT

IMPORTANT INFORMATION

PLEASE READ CAREFULLY The herein contained License Agreement ("License" or "EULA") shall be considered a legally binding agreement between

_____ (an entity, who then shall, within the constraints of this agreement, be referred to as "You" or "Your") and IDEAMATICS, Inc. for the use of the specified software application of the REACHTOPIA™ Social Media Monitoring, Reporting, Media Distribution, Customer Identification Application (collectively "Reachtopia License" or "Product"), which may include related printed material, media and any other components and/or software modules, including but not limited to required drivers. Other aspects of the Product may also include, but are not limited to, software updates and any upgrades necessary that IDEAMATICS, Inc. may supply to You or make available to You, or that You could obtain after the initial copy of the Product, and as such that said items are not accompanied by a separate license agreement or terms of use. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA, YOU THEN HAVE NO RIGHTS TO THE PRODUCT AND SHOULD THEREFORE NOT INSTALL, COPY, DOWNLOAD, AND ACCESS NOR USE THE PRODUCT. This Product is hereby protected by copyright laws, as well as any other intellectual property laws. This Product is licensed and not sold.

LICENSE GRANT IDEAMATICS, Inc. shall grant to you a non-exclusive license for the use and installation of the Product subject to all the terms and conditions set forth herein. Furthermore, this EULA shall also govern any and all software upgrades provided by IDEAMATICS, Inc. that would replace, over write and/or supplement the original installed version of the Product, unless those other upgrades are covered under a separate license, at which those terms of that license will govern.

LICENSE CATEGORIES The License Category is primarily based on the number of users and campaigns/keywords monitored. As you grow, the licenses can easily be upgraded to ensure capture and action of leads or discussions. The categories are:

Category	Users/Computers	Campaigns
R01 - BASIC	1	25
R02 - PROFESSIONAL	5	99
R03 - ENTERPRISE	Unlimited	Unlimited
R04 - MEDIA MONITORING & DAILY NEWS CLIPS (Mon-Fri)	Unlimited Internal Use (Note: Requires R02 or R03 EULA)	

TERMINATION 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 clause (Contract Disputes Act) as applicable. 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. However, all provisions of this EULA, with the exception of the License Grant, will remain in effect and thus shall survive termination. Upon termination of the License Grant, You MUST destroy any and all copies of the Product.

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- (d) Reverse engineer, decompile or disassemble the offered content, nor attempt to locate or obtain its source code;
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LIMITATION OF LIABILITY AND REMEDIES In spite of any damages that you may or may not incur for any reason, which may include, but are not limited to, any and all direct or general damages, the entire liability of IDEAMATICS, Inc. and/or any of the aforementioned suppliers covered under the herein contained provisions of this EULA, along with Your exclusive remedy with regards to all of the foregoing, shall hereby be limited to the amount actually paid by you for this Product. Therefore, the aforementioned limitations, exclusions and any disclaimers shall apply to the maximum extent allowable by law, even should any proposed remedy fail its essential purpose. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from IDEAMATICS, Inc.'s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

EXPORT CONTROLS You hereby agree that you will comply with any and all applicable export laws, restrictions and all regulations of the U.S. Department of Commerce, U.S. Department of Treasury, and any other U.S. or foreign agency or authority with regards to this provision of the EULA. You expressly agree not to export or re-export, nor allow the export or re-export of the offered content in violation of any such law, restriction or regulation, including without limitation, export or re-export to any country subject to any and all applicable U.S. trade embargoes or to any prohibited destination, in any group specified in the current "Supplement No. 1 to Part 740 or the Commerce Control List specified in the then current Supplement No. 1 to Part 738 of the U.S. Export Administration Regulations (or any successor supplement or regulations)."

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MISCELLANEOUS This EULA, in its entirety, shall be legally binding upon and inure to the benefit of IDEAMATICS, Inc. and you, our respective successors and permitted assigns. Should any of this provision be deemed invalid or unenforceable, such determination will not affect the validity or enforceability of any other provision contained herein. If there is any waiver of any breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this EULA. Any waiver, supplementation, modification or amendment to any provision of this EULA, shall only be effective when done so in writing and signed off by IDEAMATICS, Inc. and you. This EULA shall be governed solely by the Federal laws of the United States.

CONTACT INFORMATION

Mark A. Moore
IDEAMATICS, Inc. Voice: 703-903-4972
1364 Beverly Road, Suite 101 Fax: 703-903-8949
McLean, Virginia 22101 Email: mamoore@ideamatics.net

ACKNOWLEDGEMENT AND ACCEPTANCE

By: _____ Date: _____
Name: _____ Title: _____
Organization: _____