



FSS IT Schedule Services and Price List.

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

for

**Idea Integration Operations Corp.
“Idea Integration”**

Services under:

SIN 132-51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design & Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code 3111	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

**Idea Integration
1 Independent Drive 2nd Floor
Jacksonville, FL 32202
(904) 360-2700**

www.idea.com

Contract Number: GS-35F-0247M

Period Covered by Contract: 2/1/2007 – 1/31/2012

General Services Administration
Federal Supply Service

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

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1 INFORMATION FOR ORDERING OFFICES

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

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

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

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

1. The geographic scope of contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.
2. Contractor's Ordering Address and Payment Information:

Ordering Address:

Idea Integration Operations Corp.
1 Independent Drive 2nd Floor
Jacksonville, FL 32202
(703) 797-1129
POC: Steve Ziff (Steve.Ziff@idea.com)

Remittance Address:

Idea Integration Operations Corp.
Accounts Receivable
1 Independent Drive 8th Floor
Jacksonville, FL 32202

Payment Information (Electronic Funds Transfer):

Financial Institution: First Union National Bank
ABA Routing Number: 063000021
Account Number: 2090003136837
Type of Account: Checking
Lockbox Number: 931823
Accounts Receivable Point of Contact: Dean Curtis
(904) 360-2871 fax (904) 360-2818 (dean.curtis@idea.com)

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

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance: Steve Ziff (Steve.Ziff@idea.com), (703)797-1129

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: 842193216

Block 30: Type of Contractor – C. Large Business

Block 31: Woman-Owned Small Business: No

Block 36: Contractor's Taxpayer Identification Number (TIN) Number: 59-3626439

4a. CAGE Code: 1TNU2

5. FOB Destination

6. Delivery Schedule

a. Time of Delivery: As agreed upon by Idea Integration and the ordering agency.

b. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of the ordering agency, agencies are encouraged, if time permits, to contact the Contractor for purposes of obtaining accelerated delivery.

7. Discounts: Prices shown are NET Prices; basic discounts have been deducted.

a. Prompt Payment: No discount is offered.

b. Quantity: No discount is offered.

c. Dollar Volume: No discount is offered.

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

8. Trade Agreement 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. Export Packing: Outside the scope of this contract.

10. Small Requirements: The minimum dollar value of orders to be issued is \$2,500.

11. Maximum Order: (All dollar amounts are exclusive of any discounts for prompt payments.)

a. The maximum order value for the following Special Item Number (SIN) is \$500,000:

SIN 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 US 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 US Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the US 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 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (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.

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

16. **GSA Advantage!**

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

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

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

17. **PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal 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

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

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

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and

should be based on a strategy that is expected to maximize the effectiveness of the BPA(s).
Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

www.idea.com

The EIT standard can be found at: 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

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)

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (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/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – 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 (JAN 1986) (Deviation – 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 – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

3 DESCRIPTION OF IT SERVICES

Idea Integration, headquartered in Jacksonville, FL, provides our clients with strategic leadership and technical solutions to meet their e-business needs. This same approach has proven successful in dealing with local government clients as they transform their organizations to provide better service to their “digital citizens” as well as maximize the potential of their ever-growing number of technically capable employees. This new and innovating “e-government” approach allows agencies the opportunities to plan and implement e-strategies. The following professional services, specializing in business development and design as noted in FAR 9.505 are being offered:

Idea Integration offers the following IT Services:

e-Business Practice

The e-Business practice includes sub-practices to support a complete solution. The sub-practices within e-Business are; Full Life-cycle Web Development, Creative, Infrastructure and Internet Business Strategy. The RoadMap™ provides information for each of these sub-practice as well as general e-Business information.

The intent of the e-Business practice method is to ensure the successful design, development, and delivery of a business system using formal yet flexible guidelines. When properly applied along with the RoadMap™ methods, it can assure the rapid delivery of high quality products in a cost-effective manner. It also provides a reliable method for estimating project costs and schedules and for providing a mechanism for constantly improving the entire software engineering process.

Idea RoadMap™ is a powerful family of methodologies for planning and implementing end-to-end e-business solutions that leverage the best emerging technologies and connect to the real world of existing enterprise business systems. RoadMap™ provides an interactive repository that supports our practitioners in delivering value to our clients by enabling them to maximize the effectiveness and efficiency of their work.

Idea Integration is a true end-to-end, e-business delivery firm with 25 branch offices throughout the United States. An overview of client services is as follows:

Strategic Management Consulting Overview

Companies today are constantly presented with business challenges and opportunities that require radical shifts in thinking, strategy, internal processes and information technology. This results in a restructuring of the way that companies conduct business and prepare for the business challenges of the future. The Idea Integration Business Strategy Practice provides expertise in a full range of management consulting services to help clients solve their business challenges.

Business Strategy Practice

The Idea Integration Business Strategy Practice is devoted to providing innovative business solutions. Our consultants are experienced professionals who are skilled in identifying opportunities for improvement and translating business issues into solutions. Senior teams of business analysts draw from a wealth of experience to assist clients in identifying critical issues. They develop comprehensive strategies for addressing existing challenges, while recognizing new opportunities. Our consultants work with organizations to define their vision and create strategies to achieve a sustainable competitive advantage. Idea.com consultants work with employees at all levels of the organization to identify, design, and implement changes that improve organizations. We focus on helping to adapt attitudes and behaviors across the organization through knowledge transfer, straightforward approaches and on-the-job coaching.

Strategic Planning

Identifying competitive threats and opportunities to define the vision and mission necessary to exceed market demands. Idea.com strategic planning activities may encompass situation analysis, vision and

mission definition, and the business strategy. Components of business strategy may include business process analysis and review, organizational alignment, and information technology strategy.

Business Process Engineering

Based on business and process analysis, new business processes are defined and structured to focus on specific outcomes that deliver maximum value to the customer and the entire enterprise. Optimizing the design and mastering the execution of these core business processes is addressed through our approach to integrate people, strategy, technology and process. These new business practices can then be thoroughly documented and incorporated into the human and systems infrastructure of the organization.

Requirements Definition

User, business and organizational requirements are defined and documented. By determining areas of the greatest impact, Idea.com consultants define and schedule action items and calculate the required time and resources to ensure success.

Product Development

The process of developing new products and successfully introducing them into the marketplace is frequently an organizational challenge. Idea.com consultants help to analyze business strategies and market conditions to define new products or transform existing products. We have the experience to work with organizations to ensure that all aspects of the business are prepared to support the launch of a new product.

Change Management

Idea Integration assists companies with adjusting to changes in structure, processes and organizational culture. The role of Idea.com is to help organizations understand, anticipate and proactively manage the impact of change on their people.

Program Management

Idea Integration coordinates and integrates multiple projects or teams to deliver quality solutions that meet clients' expectations. Our integrated, expansive approach allows us to identify barriers and opportunities for clients from the outset, and manage transformations of considerable scale and scope.

Internet Evaluation Program

The Idea Integration Internet Evaluation Program is a comprehensive method of identifying competitive opportunities and challenges in the marketplace and effectively implementing value-added Internet business solutions. This program consists of four phases:

- Internet Business Assessment (IBA)
- Internet Business Strategy (IBS)
- Internet Business Implementation (IBI)
- Internet Business Review (IBR)

Why Every Organization Needs an Internet Evaluation

The Internet is revolutionizing the way in which business is conducted, both private and public. All levels of government have embraced the Internet to further serve the public. Whether informational websites or fully integrated e-citizen, self-serve systems, Idea Integration can evaluate your customer needs with your current Information Technology architecture to develop customized solutions for your organization.

The Internet is evolving so rapidly that it is imperative for every organization to determine how to fully utilize the Internet to meet its business needs. Clients need to combine strategic, technical and creative expertise to align business processes, information technology and marketing functions using Internet technologies. The Idea Internet Evaluation Program provides clients with an end-to-end assessment of their entire Internet strategy, from Web sites with static information to e-commerce. Our value

proposition is to provide clients the complete picture that will impact their long term Business Internet Strategy.

Benefits

- Provide a complete picture of current Internet capabilities, opportunities and challenges while defining an end-to-end Internet road map.
- Implement a complete Internet solution based on the business strategy.
- Reduce cost of sales and operation, increase customer retention, enhance customer satisfaction, and increase sales through the Internet.

Enterprise Solutions

Idea Integration is dedicated to helping organizations successfully implement, customize and maintain leading-edge applications. Providing project management, implementation and upgrade services, organizational change management, end-user training, integration and extension, and ongoing support, Idea's Enterprise Solutions group delivers total solutions to allow you to take full advantage of the latest technology offerings. These capabilities, coupled with real-world experience in a variety of industries, qualify Idea as one of the leading providers of enterprise solution services in the world.

Idea Enterprise Solutions Offerings

SAP®
PeopleSoft®
Oracle
Lawson Software™

Idea Business Intelligence / Data Warehousing

The intent of the business intelligence / data warehouse practice method is to ensure the successful design, development, and delivery of a business intelligence system using formal yet flexible guidelines. When properly applied along with RoadMap™, it can assure the rapid delivery of high-quality products in a cost-effective manner. It also provides a reliable method for estimating project costs and schedules and for providing a mechanism for constantly improving the entire software engineering process.

Creative Web Design and Development

Our team has a keen understanding of successful messaging in the context of the Internet. Designers follow a methodology that is extremely customer and user-experience oriented. The end result is a more efficient design that enhances customer relationships.

- **New Media** Our staff of skilled designers and programmers uses new media technologies and tools such as Flash, Director and QTVR to help you deliver compelling messages.
- **Kiosks** Our consultants design fully integrated kiosk solutions with one-way or two-way communication and transaction capabilities.
- **CD-ROM** Design teams have created award-winning, cross-platform CD-ROMs to work seamlessly across the most popular consumer operating systems.
- **Digital Photography / Processing** Using the latest high-end digital cameras including IPIX, our photographers deliver the highest quality images across all forms of media.

Geographic Information Systems (GIS)

GIS plays an important role in many organizations. For instance, police and fire departments may use GIS to locate landmarks and hazards, plot destinations, and design emergency routes. GIS may also be used by governments, research institutes or any other body that are unable to handle the task of manually processing large amounts of geographical data. Idea's GIS practice is positioned to provide strategic

leadership and technical solutions to clients' needs; solutions that improve profitability, enhance customer relationships and run businesses more efficiently.

Idea Customers Relations Management (CRM) Practice

The Idea Integration CRM Practice is devoted to helping clients rapidly and successfully implement CRM solutions. Due to our investment and commitment in supporting Siebel™ as both a customer and service provider, Idea has been recognized as a Siebel™ Premier Consulting Partner. Idea implementation teams offer practical, efficient and cost-effective best practices that enable business change. Balancing technical and functional business experience, our consultants work side-by-side with the client team, ensuring that well-educated and qualified super-users remain at the completion of the project. Our change management and end-user training consultants are available to ensure that the general user population, at all levels of the organization, understand the objectives of the project, their role in it and how to use the system to more efficiently complete their jobs.

Business to Business Solutions (B2B)

The Idea Integration B2B Practice is positioned to provide our clients with strategic leadership and technical solutions to meet their e-business needs; solutions that improve profitability, enhance customer and supplier relationships, and run businesses more efficiently. In addition to developing world-class B2B solutions, our teams Web-enable strategic applications to improve access, delivery and integration across existing enterprise systems.

- **Advisory Services** Leveraging the Internet and B2B solution experience across many industries and government, we offer insights and strategies that help you validate new business models and develop RIO justification scenarios.
- **Buy-side and Sell-side Solutions** Idea consultants will help you implement and integrate packaged e-procurement, hosted and sell-side solutions.
- **Collaboration Services** Idea can assist you with e-marketplace and exchange actuation, supplier integration and adoption and the establishment of virtual trading communities.
- **Integration Services** Idea provides expert services to address areas such as XML extension, enterprise application integration (EAI) and wireless (WAP) integration.

Our real-world experience in developing these solutions for virtually every vertical market allows Idea Integration to provide a total solution for:

- **E-Procurement** Reduce transaction costs and improve efficiency by leveraging the Internet to transact business with your suppliers / vendors.
- **E-Marketplace Participation** Gain access to global networks of customers and suppliers to increase revenue, decrease costs, and improve supply chain efficiency.
- **EDI Extension** Preserve and leverage your investment in EDI by extending its capabilities to your small to medium sized suppliers through the use of the Internet and your existing EDI infrastructure.
- **Enterprise Application Integration (EAI)** Helping different applications, platforms, and databases; including enterprise software application, legacy systems, custom applications and proprietary databases to work together provides increased flexibility and valuable data integration.

Idea Portfolio of Partnership Solution Providers

Aether	ESRI	LogicTier	SAP	WebMethods
BEA	IBM	MicroStrategy	Siebel	Enterprise Technology Partners
Brio	InFlow	Oracle	SUN	
Cognos	Informatica	PeopleSoft	WebGain	

4 LABOR CATEGORY PRICE LIST

5 USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Idea Integration of Jacksonville, FL 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 Jim Albert at (904) 360-2549 or email: Jim.Albert@idea.com.

6 SAMPLE BLANKET PURCHASE AGREEMENT

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

_____.

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

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

Signatures

Ordering Activity

Date

Contractor

Date

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

(h) Date of Shipment.

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

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

****Include the following language regarding Contractor Team Arrangements in the proposed FSS IT Schedule Pricelist.****

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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

7 PARTICIPATING BRANCH OFFICES

Atlanta

1050 Crown Point Parkway, Suite 1700
Atlanta, GA 30338
Phone: 770-225-3025

Dallas

14911 Quorum Drive, Suite 120
Dallas, TX 75254
Phone: 800-685-5561
Fax: 214-922-8020

Denver

5251 DTC Parkway, Suite 1045
Greenwood Village, CO 80111
Phone: 303-824-5600
Fax: 303-572-3359

Jacksonville

1 Independent Drive
Jacksonville, FL 32202
Phone: 800.Idea.com
Fax: 904-360-2199

Philadelphia

1100 East Hector Street, Suite 101
Conshohocken, PA 19428
Phone: 610-832-1000
Fax: 610-832-1010

New York

600 5th Avenue, Suite 1200
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Phone: 212-218-7182

Fort Lauderdale

8201 Peters Road, Suite 100
Fort Lauderdale, FL 33324
Phone: 954-916-2660
Fax: 954-916-2601

Minneapolis

200 South 6th Street
Minneapolis, MN 55402
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Houston

3200 Southwest Freeway, Suite 2900
Houston, TX 77027
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Fax: 713-626-2792

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Kirkland, WA 98033
Phone: 425-576-4158

Washington, DC

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