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

GENERAL SERVICES ADMINISTRATION
Federal Supply Service

Authorized Federal Supply Schedule Price List for

INFORMATION TECHNOLOGY (IT) SCHEDULE SERVICES

ITS Schedule 70 Contract Number: GS-35F-0460S

Period Covered: June 9, 2006 to August 8, 2016
Pricelist current from Modification PS-0008 dated 08/10/2011

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

FPDS Code D301 IT Facility Operation and Maintenance FPDS Code
D302 IT Systems Development Services FPDS Code D306 IT Systems
Analysis Services
FPDS Code D307 IT Automated Information Systems Design and Integration Services
FPDS Code D308 IT Programming Services
FPDS Code D310 IT Backup and Security Services FPDS Code
D311 IT Data Conversion Services FPDS Code D316 IT Network
Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

Note 2: Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This contract is not intended to solicit for the reselling of IT/EC Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

IndraSoft, Inc.
11150 Sunset Hills Road
Suite 120
Reston, Virginia 20190
Telephone: (703) 435-9052 – Facsimile: (703) 435-3102
http://www.indrasoft.com
DUNS: 13-939-6175
Business Size – Small Disadvantaged 8(A), WOSB, EDWOSB Small Business
Primary NAICS – 541511

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://www.fss.gsa.gov/
PART I – INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offeror are requested to check one of the following boxes:

[X] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

IndraSoft, Inc.
Attn: Neeraja Lingam
11150 Sunset Hills Road
Suite 120
Reston, Virginia 20190

Telephone: 703-435-9052
Fax: 703-435-3102
Email: neeraja.lingam@indrasoft.com
IndraSoft will 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 (if customer expresses intent to pay via credit card).

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

Telephone: 703-435-9052
Fax: 703-435-3102

In addition, the Ordering Activity may send Email to Neeraja Lingam at neeraja.lingam@indrasoft.com or alternatively Raj Lingam at raj.lingam@indrasoft.com for expedited response.

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. STATICAL 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: **13-939-6175**
Block 30: Type of Contractor – **A. Small Disadvantaged Business**

A. Small Disadvantaged Business
B. Other Small Business
C. Large Business
G. Other Nonprofit Organization
L. Foreign Contractor

Block 31: Woman-Owned Small Business – **Yes**
Block 36: Contractor's Taxpayer Identification Number (TIN): **04-3621351**

4a. CAGE Code: **3MLAd**
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

6a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIN 132-51</td>
<td>As negotiated between Contractor and ordering activity. Expedited Delivery and/or Overnight and 2-Day Delivery is offered as negotiated between Contractor and Ordering Activity.</td>
</tr>
</tbody>
</table>

IndraSoft, Inc. is an 8(a), WOSB, EDWOSB Small Business; SEI-Certified CMMI Level 3, ISO 9001-2008 Certified

August 8, 2011
6b.  **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

   7a.  **Prompt Payment:**  
   0% – Net 30 days from receipt of invoice or date of acceptance, whichever is later.

   7b.  **Quantity**  
   None Offered

   7c.  **Dollar Volume**  
   None Offered

   7d.  **Government Educational Institutions**  
   Same Discounts as all other Government customers

   7e.  **Other**  
   None Offered

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

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

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

Not Offered

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

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

   11a.  The Maximum Order value for the following Special Item Numbers (SINs) is **$500,000:**

   Special Item Number 132-51 – Information Technology (IT) 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.

   12a.  FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

   12b.  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-STD), which are cited by ordering activities, shall be responded to promptly by the Contractor.
13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

14a. 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.

14b. 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.

14c. 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.

14d. 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.

14e. 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.
14f. **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.

14g. **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.

14h. **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

14i. **Government-Furnished Property:** As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

14j. **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 ACTIVITIES:**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 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. Manufacturer’s Part Number; and
3. Product categories.

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

18a. 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.

18b. 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:

No Exceptions

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

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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 web site: www.indrasoft.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

24a. 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

24b. 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)**

25a. 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.

25b. 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.

25c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. SCOPE
   a. 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.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

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

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August 8, 2011

Page 9
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 Contractor shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. **INSPECTION OF SERVICES**


7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

All 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.

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 Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. **PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (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.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.
16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Provided below (Item 16a) is a description of each type of Information Technology (IT) Professional Services offered in accordance with the Contract. Also included (in Item 16b) are descriptions of each of IndraSoft’s Pricelist Labor Categories, with Education Equivalency Matrix.

16A. SIN 132-51 – IT PROFESSIONAL SERVICES PRICES – On-Site

* Prices include Industrial Funding Fee (IFF) of .75%.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>LABOR CATEGORY</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>On-Site</td>
<td>On-Site</td>
<td>On-Site</td>
<td>On-Site</td>
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</tr>
<tr>
<td>001</td>
<td>Information Engineer IV</td>
<td>$103.37</td>
<td>$105.54</td>
<td>$107.76</td>
<td>$110.02</td>
<td>$112.33</td>
</tr>
<tr>
<td>002</td>
<td>Functional Analyst I</td>
<td>$73.70</td>
<td>$75.25</td>
<td>$76.83</td>
<td>$78.44</td>
<td>$80.09</td>
</tr>
<tr>
<td>003</td>
<td>Software Engineer</td>
<td>$95.71</td>
<td>$97.72</td>
<td>$99.77</td>
<td>$101.87</td>
<td>$104.01</td>
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<tr>
<td>004</td>
<td>Project Manager</td>
<td>$155.05</td>
<td>$158.31</td>
<td>$161.63</td>
<td>$165.02</td>
<td>$168.49</td>
</tr>
<tr>
<td>005</td>
<td>Subject Matter Expert I</td>
<td>$143.57</td>
<td>$146.58</td>
<td>$149.66</td>
<td>$152.81</td>
<td>$156.02</td>
</tr>
<tr>
<td>006</td>
<td>Training Specialist</td>
<td>$67.96</td>
<td>$69.39</td>
<td>$70.84</td>
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<tr>
<td>007</td>
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<td>$44.98</td>
<td>$45.92</td>
<td>$46.88</td>
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<td>008</td>
<td>Task Manager</td>
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<td>$141.69</td>
<td>$144.67</td>
<td>$147.71</td>
<td>$150.81</td>
</tr>
<tr>
<td>009</td>
<td>Functional Analyst II</td>
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<td>$109.75</td>
<td>$112.05</td>
<td>$114.40</td>
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<tr>
<td>010</td>
<td>Information Engineer I</td>
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<td>$95.58</td>
<td>$97.58</td>
<td>$99.63</td>
<td>$101.72</td>
</tr>
<tr>
<td>011</td>
<td>Database Management Specialist</td>
<td>$132.51</td>
<td>$135.29</td>
<td>$138.13</td>
<td>$141.03</td>
<td>$143.99</td>
</tr>
<tr>
<td>012</td>
<td>Principal Analyst/ Senior</td>
<td>$138.78</td>
<td>$141.69</td>
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</tr>
<tr>
<td></td>
<td>Software Engineer</td>
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<td></td>
<td></td>
<td></td>
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</tr>
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<td>Subject Matter Expert II</td>
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<td>$86.97</td>
<td>$88.80</td>
<td>$90.67</td>
<td>$92.56</td>
</tr>
</tbody>
</table>
## IndraSoft Pricelist for Schedule 70 IT Contract GS-35F-0460S, SIN 132-51

<table>
<thead>
<tr>
<th>CLIN</th>
<th>LABOR CATEGORY</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Information Engineer IV</td>
<td>$113.71</td>
<td>$116.09</td>
<td>$118.53</td>
<td>$121.02</td>
<td>$123.56</td>
</tr>
<tr>
<td>002</td>
<td>Functional Analyst I</td>
<td>$81.07</td>
<td>$82.77</td>
<td>$84.51</td>
<td>$86.29</td>
<td>$88.10</td>
</tr>
<tr>
<td>003</td>
<td>Software Engineer</td>
<td>$105.28</td>
<td>$107.48</td>
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<td>$114.40</td>
</tr>
<tr>
<td>006</td>
<td>Training Specialist</td>
<td>$74.76</td>
<td>$76.33</td>
<td>$77.93</td>
<td>$79.57</td>
<td>$81.24</td>
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<tr>
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<td>Information Engineer I</td>
<td>$102.97</td>
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<td>$111.90</td>
</tr>
<tr>
<td>011</td>
<td>Database Management Specialist</td>
<td>$145.76</td>
<td>$148.82</td>
<td>$151.95</td>
<td>$155.14</td>
<td>$158.40</td>
</tr>
<tr>
<td>014</td>
<td>Help Desk Specialist</td>
<td>$93.70</td>
<td>$95.67</td>
<td>$97.67</td>
<td>$99.73</td>
<td>$101.82</td>
</tr>
</tbody>
</table>
16B. SIN 132-51 – IT CURRENT YEAR PROFESSIONAL SERVICES LABOR CATEGORIES DESCRIPTIONS

(A) Experience and Education Equivalency Matrix

<table>
<thead>
<tr>
<th>Education</th>
<th>Years Experience</th>
<th>Is Equivalent To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School</td>
<td>+ 4</td>
<td>Associate’s</td>
</tr>
<tr>
<td>High School</td>
<td>+ 8</td>
<td>Bachelor’s</td>
</tr>
<tr>
<td>Associate’s</td>
<td>+ 4</td>
<td>Bachelor’s</td>
</tr>
<tr>
<td>Bachelor’s</td>
<td>+ 2</td>
<td>Master’s</td>
</tr>
</tbody>
</table>

(B) Labor Category Descriptions

001. Information Engineer IV

Functional Responsibilities: Manages and provides technical guidance and participates in requirements gathering and information systems design and development. Performs functional and data requirements analysis, systems analysis and design, programming, program design, system upgrades and document preparation. Implements information engineering projects, systems analysis, design and programming using CASE and IE tools and methods, systems planning, business information planning, and business analysis. May supervise one or more Information Engineers.

Minimum Education and Experience: Bachelor’s Degree and a minimum of 5 years related experience, or a Associate’s Degree and a minimum of 9 years related experience.

002. Functional Analyst I

Functional Responsibilities: Analyzes and evaluates systems and applications to support systems development. Communicates with users and developers to support timely and efficient software releases. May design, code, test and debug programs or configure and administrate system or designs, implements, and maintains databases.

Minimum Education and Experience: Bachelor’s Degree and a minimum of 2 years related experience, or an Associate’s Degree and a minimum of 6 years related experience.

003. Software Engineer

Functional Responsibilities: Engineers software based on customer requirements using COTS or custom tools and solutions. Contributes to the development of technical documentation detailing the project design parameters.

Minimum Education and Experience: Bachelor’s Degree and a minimum of 3 years related experience, or a Associate’s Degree and a minimum of 7 years related experience.

004. Project Manager

Functional Responsibilities: Manages projects by writing work proposals, staffing, scheduling, managing budgets, providing technical guidance, managing risks and interfacing with customers. Typically leads one or more project members.

Minimum Education and Experience: Master’s Degree and a minimum of 6 years related experience, or a Bachelor’s Degree and a minimum of 8 years related experience.
005.  **Subject Matter Expert I**

**Functional Responsibilities:** Provides technical, managerial, and administrative direction for problem definition, analysis, requirements and implementation of complex solutions by making information technology/information management recommendations. Possesses technical experience and developmental skills in the areas of information systems architecture, networking, telecommunications, automation, software life cycle management, and development methodologies.

**Minimum Education and Experience:** Master’s Degree and a minimum of 2 years related experience, or a Bachelor’s Degree and a minimum of 4 years related experience.

006.  **Training Specialist**

**Functional Responsibilities:** Conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training materials. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

**Minimum Education and Experience:** Bachelor’s Degree and a minimum of 2 years related experience, or an Associate’s Degree and a minimum of 6 years related experience.

007.  **Administrative Specialist**

**Functional Responsibilities:** Provides a wide variety of administrative and staff support services to an organizational unit. Assists in budget preparation and control activities. Assists in the preparation and control of records, statistics, and reports regarding operations, personnel changes, etc. Administers programs, projects, and/or processes specific to the operating unit served. Serves as liaison within and outside the company for administrative issues, including purchasing, personnel, facilities, and operations. Screens and interviews job applications and orients new employees.

**Minimum Education and Experience:** Bachelor’s Degree and entry-level experience.

008.  **Task Manager**

**Functional Responsibilities:** Responsible for the management of a specific task, or for a particular portion of a larger, more complex project. Works under general supervision of overall Program Manager or higher-level company management. Performs studies, analyses, and tests on projects or tasks that involve conventional plans, investigations, analyses, etc. Receives overall instructions on specific assignment objectives, features, possible solutions, etc from the Program Manager and under their guidance is responsible for the overall management of the specific task order(s). Insures technical solution(s) and schedules in the task order are implemented in a timely manner. Receives assistance from Program Managers on unusual problems and work is reviewed for application of sound professional judgment. Interfaces with the client on a daily basis.

**Minimum Education and Experience:** Bachelor’s Degree and a minimum of 6 years related experience, or an Associate’s Degree and a minimum of 10 years related experience.

009.  **Functional Analyst II**

**Functional Responsibilities:** Conducts the research and analysis required to support the design of solutions based on parameters established by the customer, and technical considerations. Analyzes subject matter tasks and requirements, organizational processes and customer parameters to define and present improvement solutions. Supports consulting, training, and management team efforts by providing specific, high-level, technical expertise as required. May be called upon to participate in any phase of major projects from problem definition through problem resolution, and from feasibility analysis through project implementation. Frequently supports multiple tasks concurrently.
Minimum Education and Experience: Master’s Degree and a minimum of 4 years related experience, or a Bachelor’s Degree and a minimum of 6 years related experience.

010. Information Engineer I

Functional Responsibilities: Performs basic information systems development, functional and data requirements analysis, systems analysis, programming, system upgrades and document preparation. Participates in information engineering projects, systems analysis, design and programming using CASE and IE tools and methods, systems planning, business information planning, and business analysis.

Minimum Education and Experience: Bachelor’s Degree and a minimum of 2 years related experience, or a Associate’s Degree and a minimum of 6 years related experience.

011. Database Management Specialist

Functional Responsibilities: Supports database management, integration of database applications, and/or development of database programs. Knowledgeable of current database management concepts, optimizing techniques, relational models, and structured query languages. May serve as either a team member or leader of a small project team.

Minimum Education and Experience: Bachelor’s Degree and a minimum of 4 years related experience, or an Associate’s Degree and a minimum of 8 years related experience.

012. Principal Analyst/Senior Software Engineer

Functional Responsibilities: Serves as a senior technical expert on complex and challenging information technology projects. May provide technical direction and leadership to large project teams of software engineers for design and development of computer software applications and/or database systems; evaluation of computer hardware and software; planning for communications and information requirements; system test; and system security. Provides leadership during early planning and conceptual stages of large, complex projects. May be called upon to participate in any phase of major projects from problem definition through problem resolution, and from feasibility analysis through project implementation. Frequently supports multiple tasks concurrently.

Minimum Education and Experience: Master’s Degree and a minimum of 8 years related experience, or a Bachelor’s Degree and a minimum of 10 years related experience.

013. Subject Matter Expert II

Functional Responsibilities: Provides analytical, planning, management, integration, and implementation services. Applies expertise in critical and domain-specific disciplines to assist and mitigate in defining, analyzing, measuring, validating and documenting processes and organizational solutions that enable premier outcomes. Ability to communicate complex technical information. May supervise a team of analysts and technical experts within a project.

Minimum Education and Experience: Master’s Degree and a minimum of 6 years related experience, or a Bachelor’s Degree and a minimum of 8 years related experience.

014. Help Desk Specialist

Functional Responsibilities: Provides telephone, online, and in-person support to users in the areas of e-mail, directories, standard desktop applications, customized applications, network, and connectivity. Serves as the initial point of contact for troubleshooting problems for networks, PC hardware, software, and printers. Maintains help desk records of all problem calls.

Minimum Education and Experience: Bachelor’s Degree and a minimum of 2 years related experience, or an Associate’s Degree and a minimum of 6 years related experience.

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August 8, 2011

Page 17
16C. DESCRIPTION OF IT PROFESSIONAL SERVICES (FPDS) PROVIDED

(1) FPDS CLASS D301 IT Facility Operation and Maintenance

IndraSoft, Inc. provides support for client’s computer center and network systems administration; operations, evaluation, and tuning; security management; logistics and program support; data systems, and production control. In addition, we provide resource management, configuration management and inventory tracking. Finally, we provide enterprise network; network control center operations; software, hardware, networking support to end users (Help Desk); and training (including classroom, desk-side, and distance) support. Daily support includes network and system administration, E-mail administration, Help Desk operation, training, hardware and software enhancement, security accreditation, and configuration and asset management. Network and computer system facility's operation and administration includes installing network hardware/software upgrades; systems administration of network servers; support and administration of network and local printers; documentation; and periodic backup and restoration of files. Computer center and network support also includes developing standard operating procedures and schedules for performing required functional operations, systems management functions, performing network diagnostics, hardware and software verification and validation, configuration management, and testing and evaluation. IndraSoft also provides files and data transfer and translation, data recovery, physical facility security, library maintenance, computer graphics, desktop publishing, and computer supplies management.

(2) FPDS CLASS D302 IT Systems Development Services

IndraSoft designs, develops, prototypes, tests, and implements centralized database systems, distributed database systems, and cooperative architectures using a specified database management system and other software tools (such as data dictionary and CASE tools). IndraSoft supports data modeling techniques, logical and physical data structures, and client/server, including backends. IndraSoft provides database engineering to ensure that system databases are compatible, standard data dictionaries are enforced where directed, data are nonrepetitive, and that the implementation remains as consistent as possible from task inception through each phase of development until the system is tested, evaluated, and accepted by the customer. The database development life cycle includes requirement analyses, design, prototyping, development, testing, implementation, and maintenance. The IndraSoft approach includes a focus on data quality, data distribution/topology evaluation, synchronization analysis, performance tuning, scalability, and inter-operability. Activities encompass data policy planning, analysis, and review; data standardization; data architectures and modeling; database development and maintenance; performance tuning; and data security. This function also supports database administration.

(3) FPDS CLASS D306 IT Systems Analysis Services

IndraSoft, Inc. performs a variety of system analysis service activities, including but not limited to: Strategic, Operational, Migration, and Security Plans; Continuity of Operations, Studies, Reviews, Technology Assessments; Risk Analysis, Configuration Audits and Reviews, Quantitative Analysis, Requirements Analysis, Functional Economic Analysis, Alternative Analysis, Technical Specifications, IDEF/Data Modeling, and Developmental Test and Evaluation (DT&E). Requirements Analysis includes identification of the mission; definition of user tasks; specification of user's skill levels; identification of existing AIS capabilities and functions; analysis of user environments; determination of potential system functions; and analysis of functional and operational requirements and impacts.

(4) FPDS CLASS D307 Automated Information Systems Design and Integration Services

IndraSoft performs a variety of system design, and related integration and installation support activities, including but not limited to:
Design - Designs Systems Architecture; Systems Transition and Conversion; Telecommunications Systems (including WANs, MANs, and LANs) and Component Systems; Client/Server Systems; Application Software; and Database Management Systems.

Integration and Installation – Integrates, installs and configures mainframe, minicomputer, and microcomputer, PC LAN-based COTS and custom developed software, hardware, systems; workstation/file servers; COTS/GOTS, and software/upgrade support; and system integration. IndraSoft provides technical assistance during the installation of and transition to the operational system, including installation support, training, and system operations and maintenance support.

(5) FPDS CLASS D308 IT Programming Services

IndraSoft supports its clients in the design, development, and implementation of software systems and subsystems for conventional or rapid prototyping approaches for mainframe, minicomputers, and client/server environments. All software development is in accordance with development and documentation policies, standards, formats, and acceptance criteria specified by the customer. IndraSoft’ staff supports its clients in developing and maintaining work plans delineating the technical approach to development; assessment of major risks; development plans; recommended user/system interface approach; integration and interoperability issues; milestones; detailed task schedule; and personnel assignments. IndraSoft ensures that the functionality of the requirement is clearly traceable and testable through the program code and documentation, and demonstrated through customer-monitored tests and evaluations.

(6) FPDS CLASS D310 IT Backup and Security Services

IndraSoft performs information technology systems backup and related security services. These services are provided in support of network administration for local and wide area networks to ensure that file integrity is maintained and that access is limited to authorized personnel. In addition, IndraSoft provides support in the development of Intranet/Internet security systems that make it possible to limit access to sensitive portions of data maintained on a web server.

(7) FPDS CLASS D311 IT Data Conversion Services

IndraSoft, Inc performs conversion and implementation of customer owned applications, systems software, COTS software, hardware, and firmware as required. IndraSoft develops a plan with milestones - an initial working prototype and the full-scale, converted system and conducts detailed requirements analyses to define functional requirements and conversion or implementation objectives. IndraSoft reviews user information systems architecture and identifies hardware/software incompatibilities prior to initiation of conversion/integration projects. We coordinate cutover to new systems with functional proponent; test converted applications in a non-operational environment; implement system upgrades during off-peak or non-duty hours; and plan and conduct group training sessions.

(8) FPDS CLASS D316 IT Network Management Services

IndraSoft, Inc provides supervision, management, and personnel to design, develop, modify, maintain, operate, administer, and implement Enterprise Networks, Network Control Centers, LANs, WANs, and MANs, including cable installation. IndraSoft employs personnel qualified and certified with most of the current networking architectures, protocols, and conventions. Activities include operations and tuning; administration; design and documentation; installation and removal; integration; implementation; modification; maintenance, configuration management, and Internet support. IndraSoft provides full network services in administrative, engineering, and connectivity. In addition, IndraSoft provides administrative support to ensure that products satisfy the requirements and needs of clients; ensures procedure compliance with governmental regulations for system back-ups, restarts, software upgrades and new applications and workstation equipment; including providing and implementing fail-safe security and
backups. Further, we provide preventive maintenance and user training for all PCs, servers, printers, and
other peripheral devices. The company generates disaster recovery plans for each office, and maintains maintenance logs for each networked/non-networked devices. IndraSoft’ network engineering support provides full life cycle support for the installation of, or migration to new technology systems; device maintenance including environmental control's management for work areas and LAN rooms. Connectivity support provides planning, scheduling, and coordinating the utilization, relocation, installation, changing, expansion, rearrangement, connection and/or disconnection of assigned networked computer systems and their network servers, including ancillary data stations, embedded networks, local and wide area networks, maintenance of communications switches, software testing, cabling and environmental considerations.

(9) FPDS CLASS D399 Other Information Technology Services (N.E.C.)

IndraSoft provides a broad range of services that integrate its substantial e-learning and engineering capabilities with information technology solutions. IndraSoft can provide professional support staff for the development and implementation of online learning and training programs using the company’s proprietary tools and/or COTS tools. IndraSoft, Inc also provides additional information technology services not easily classified in one of the previous categories. Services lacking a specific area among the previous FPDS Classes are grouped here. IndraSoft provides specialized information technology, logistics, acquisition, engineering, and program management support not classified under other FPDS Class codes. Information technologies utilized for Program Management Support Services include dedicated networking (local, wide-area, metro) support, computer facilities management, help desk/call center operations, hardware and software maintenance, independent verification and validation, business process re-engineering, document management/imaging, electronic commerce (Internet, Intranet, Extranet, EDI/EC and FACNET), information systems security, and computer-based training and learning programs.
PART III – USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

IndraSoft 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 Ms. Neeraja Lingam, President and CEO, IndraSoft, Inc. at neeraja.lingam@indrasoft.com or by telephone at (703) 435-9052.
PART IV – 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) GS-35F-0460S

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:

<table>
<thead>
<tr>
<th>Ordering Activity</th>
<th>Date</th>
<th>Contractor</th>
<th>Date</th>
</tr>
</thead>
</table>

IndraSoft, Inc. is an 8(a), WOSB, EDWOSB Small Business; SEI-Certified CMMI Level 3, ISO 9001-2008 Certified

August 8, 2011
BPA NUMBER____________

(Customer Name)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0460S, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(4) This BPA does not obligate any funds.

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

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

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Purchase Order Number;
(f) Date of Purchase;

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(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.

**************************************************************************************************************************

PART V – 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.