

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: ITS GROUP, INC. 22375 BRODERICK DRIVE, SUITE 155 STERLING, VIRGINIA 20166	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>JULY 9, 2021</u> <u>22-DTS-R-304</u> <u>IT PROFESSIONAL SERVICES AND ORDER-LEVEL MATERIALS</u>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DTS-R-304 including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 9, 2021
EXPIRES: MAY 28, 2025
RENEWALS: NO RENEWALS
COMMODITY CODE(S): 26019, 64022, 64122
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 22-DTS-R-304

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MITCHELL CHEN	VENDOR TEL. NO.:	<u>(703) 391-6330</u>
EMAIL ADDRESS: MCHEN@ITSGCI.COM		
COUNTY CONTACT: ISHAI TRANI (DTS)	COUNTY TEL. NO.:	<u>(703) 228-3408</u>
COUNTY CONTACT EMAIL: ITRANI@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew Title: Procurement Officer Date: July 9, 2021

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 22-DTS-R-304

THIS AGREEMENT (hereinafter "Agreement") is made, on **June 25, 2021** by the County, between **ITS Group, Inc.** ("Contractor"), a Virginia Stock-corporation with a place of business at 22375 Broderick Drive, Suite 155, Sterling, Virginia 20166 authorized to transact business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A General Services Administration (GSA) Contract 47QTCA20D00AL, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by GSA and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with GSA. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than May 28, 2025("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish IT Professional Services and Order-Level Materials (OLM).

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Mitchell Chen, CEO
ITS Group, Inc.
22375 Broderick Drive, Suite 155
Sterling, Virginia 20166
Email: mchen@itsgci.com
Tel: 703-391-6330

TO THE COUNTY:

Ishai Trani, Project Officer
Department of Technology Services
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 600
Arlington, Virginia 22201
Email: itrani@arlingtonva.us
Tel: 703-228-3408

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

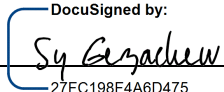
11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

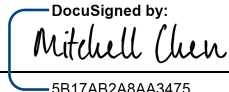
ITS GROUP, INC.

AUTHORIZED SIGNATURE: 
27FC198F4A6D475...

NAME: SY GEZACHEV

TITLE: PROCUREMENT OFFICER

DATE: 7/9/2021

AUTHORIZED SIGNATURE: 
5B17AB2A8AA3475...

NAME: Mitche11 Chen

TITLE: CEO

DATE: 7/8/2021



MULTIPLE AWARD SCHEDULE (MAS)

**SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
SPECIAL ITEM NUMBER OLM – ORDER LEVEL MATERIALS (OLMs)**

**ITS Group, Inc
22375 Broderick Dr. Ste 155
Sterling, VA 20166
Office: 703-391-6320**

Contract Number: 47QTCA20D00AL

Period Covered by Contract: May 29, 2020 through May 28, 2025

General Services Administration
Federal Acquisition Service

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

Contract period

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

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

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



Customer Information:

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:

SIN	Description
54151S	IT Professional Services
OLM	Order-Level Materials (OLMs)

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See page.16**
- 1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. Starting on page.8**
- 2. Maximum Order:** \$500,000.00
- 3. Minimum Order:** \$100.00
- 4. Geographic Coverage (delivery Area):** V-48 States, DC
- 5. Point(s) of production (city, county, and state or foreign country):** N/A
- 6. Discount from list prices or statement of net price:** Government net prices (discounts already deducted).
- 7. Quantity discounts:** None offered
- 8. Prompt payment terms:** Net 30 days
- 9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold:** Yes
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold:** Will not accept over the micro purchase threshold
- 10. Foreign items (list items by country of origin):** None
- 11a. Time of Delivery (Contractor insert number of days):** Specified on the Task Order and shall deliver or perform services in accordance with the terms negotiated in an agency's order.
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery:** Contact Contractor



- 11c. **Overnight and 2-day delivery.** The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: Contact Contractor
- 11d. **Urgent Requirements.** The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery: Contact Contractor
- 12. **F.O.B Points(s):** Destination
- 13a. **Ordering Address(es):**
ITS Group, Inc.
22375 Broderick Dr. Ste 155
Sterling, VA 20166
Office: 703-391-6320
- 13b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
- 14. **Payment address(es):**
ITS Group, Inc.
22375 Broderick Dr. Ste 155
Sterling, VA 20166
- 15. **Warranty provision.:** Contractor’s standard commercial warranty.
- 16. **Export Packing Charges (if applicable):** N/A
- 17. **Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** Contact Contractor
- 18. **Terms and conditions of rental, maintenance, and repair (if applicable):** N/A
- 19. **Terms and conditions of installation (if applicable):** N/A
- 20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 20a. **Terms and conditions for any other services (if applicable):** N/A
- 21. **List of service and distribution points (if applicable):** N/A
- 22. **List of participating dealers (if applicable):** N/A
- 23. **Preventive maintenance (if applicable):** N/A
- 24a. **Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** N/A



24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contactor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Numbering System (DUNS) number: 941257651

26. Notification regarding registration in the System for Award Management (SAM) Database: Registered



LABOR CATEGORY DESCRIPTIONS

Labor Category	Functional Responsibility	Education	Years Experience
Senior Developer	Responsible for the design and development of application prototypes, utilities, and solutions across multiple environments using full life-cycle methodologies (requirements definition, design, development, testing, and implementation). Will consult with clients and recommend best practices for successful implementation; interview customer technical personnel; gather technical requirements and develop design specifications. Will produce specifications and design documentation including process flow, object/class models, sequence diagrams, system and web services interface specifications, data dictionary and data model, etc. Provides guidance and supervision to daily support staff.	Bachelor's Degree	6
Senior Systems Administrator	Responsible for maintaining specific systems within the IT environment. As required, the Senior Systems Administrator is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator III develops standard operating procedures and runbooks for the IT systems. Maintains senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems. Provides guidance and supervision to daily support staff.	Bachelor's Degree	7
Technical Support Specialist	Responsible for recording incidents and providing support to the users. Provides a total customer support service as a single point of contact for all issues relating to IT and IS services for a particular customer. Provides technical assistance to computer system users, including the use of computer hardware and software, including printing, installation, word-processing, electronic mail, and operating systems. Maintains a service perspective including an understanding of relationships, dependencies and requirements of hardware and software components and the organizations that support them. Answers questions or resolve computer problems for clients in person, via telephone or from remote location. Provides assistance concerning the use of computer hardware and software, including printing, installation, word-processing, electronic mail, and operating systems.	Bachelor's Degree	7
Subject Matter Expert	Responsible for providing technical and functional knowledge and analysis of highly specialist IT related applications and operational environments. Performs high-level systems analysis, design, integration, documentation and implementation. Applies principles, methods, and knowledge of the functional area of a capability to specific task order requirements. Prepares requirements documents, detailed specifications, and participates in the development of detailed design for system components. Provides expert guidance and instruction in a particular area or with a specific technology tool, product or environment. Makes recommendations and advises on organization-wide system improvements, optimization or maintenance efforts. Provides guidance and supervision to daily support staff.	Bachelor's Degree	10
Systems Architect I	Responsible for planning and performing systems and networking engineering research, design, development and other assignments in conformance with system and network design, engineering, and customer specifications. Responsible for highly complex technical/engineering projects that include implementation, development and integration.	Bachelor's Degree	5
Systems Architect II	Responsible for planning and performing systems and networking engineering research, design, development and other assignments in conformance with system and network design, engineering, and customer specifications. Responsible for highly complex technical/engineering projects that include implementation, development and integration. Performs Quality Control (QC) and Quality Assurance (QA) tasks, when required. Provides guidance and supervision to daily support staff.	Bachelor's Degree	8
Senior Systems Engineer	Responsible for performing, leading, and coordinating activities for the development of complex information systems in one or more of the following areas: requirements analysis, design analysis, design, programming, integration, documentation, test and evaluation, and other technical tasks. Performs Quality Control (QC) and Quality Assurance (QA) tasks, when required. Provides guidance and supervision to daily support staff.	Bachelor's Degree	8
Systems Engineer	Responsible for performing, leading, and coordinating activities for the development of complex information systems in one or more of the following areas: requirements analysis, design analysis, design, programming, integration, documentation, test and evaluation, and other technical tasks.	Bachelor's Degree	2
Project Manager	Responsible for performing overall day-to-day management of contract support operations associated with one or more Information Technology projects and groups of personnel at one or more locations. Organizes and directs the planning and delivery of all contract support activities. Establishes and maintains program/project structure to effectively and efficiently perform required activities. Provides administrative support and provides guidance and supervision to daily support staff.	Bachelor's Degree	5
Lead Developer	Responsible for performing requirements analysis, software design, development, installation, testing and maintenance for application system components for large-scale and distributed systems. Performs operating system, and/or product evaluation, integration, testing, and problem diagnosis/resolution. Develops plans for integration of new systems architecture into current infrastructure. Provides technical leadership, reviews work products, and makes technical recommendations, as needed. Oversees development teams.	Bachelor's Degree	9



**LABOR CATEGORY RATES GSA SCHEDULE CONTRACT INFORMATION TECHNOLOGY (IT)
SERVICES (All rates below include IFF)**

SIN	LCAT	5/29/2020- 5/28/2021	5/29/2021- 5/28/2022	5/29/2022- 5/28/2023	5/29/2023- 5/28/2024	5/29/2024- 5/28/2025
54151S	Senior Developer	\$159.96	\$ 163.96	\$ 168.06	\$ 172.26	\$ 176.57
54151S	Senior Systems Administrator	\$166.18	\$ 170.33	\$ 174.59	\$ 178.96	\$ 183.43
54151S	Technical Support Specialist	\$161.05	\$ 165.07	\$ 169.20	\$ 173.43	\$ 177.77
54151S	Subject Matter Expert	\$199.95	\$ 204.95	\$ 210.07	\$ 215.32	\$ 220.71
54151S	Systems Architect I	\$150.09	\$ 153.84	\$ 157.68	\$ 161.63	\$ 165.67
54151S	Systems Architect II	\$195.51	\$ 200.39	\$ 205.40	\$ 210.54	\$ 215.80
54151S	Senior Systems Engineer	\$191.52	\$ 196.30	\$ 201.21	\$ 206.24	\$ 211.40
54151S	Systems Engineer	\$98.74	\$ 101.21	\$ 103.74	\$ 106.33	\$ 108.99
54151S	Project Manager	\$148.11	\$ 151.81	\$ 155.61	\$ 159.50	\$ 163.49
54151S	Lead Developer	\$195.87	\$ 200.77	\$ 205.78	\$ 210.93	\$ 216.20

LABOR CATEGORY SUBSTITUTIONS:

The Vendor offers only the personnel who meet or exceed the minimum qualification requirements stated in the Commercial Labor Category Descriptions provided herein. Vendor allows experience to substitute for minimum education requirements and education to substitute for minimum years of experience. Vendor criteria for substitution are as follows:

Labor Category	Education	Years Experience	Years of Experience Substitutions			
			PhD	Masters	Bachelors	Associate
Senior Developer	Bachelor's Degree	6	2	4	6	8
Senior Systems Administrator	Bachelor's Degree	7	3	5	7	9
Technical Support Specialist	Bachelor's Degree	7	3	5	7	9
Subject Matter Expert	Bachelor's Degree	10	6	8	10	12
Systems Architect I	Bachelor's Degree	5	1	3	5	7
Systems Architect II	Bachelor's Degree	8	4	6	8	10
Senior Systems Engineer	Bachelor's Degree	8	4	6	8	10
Systems Engineer	Bachelor's Degree	2	0	0	2	4
Project Manager	Bachelor's Degree	5	1	3	5	7
Lead Developer	Bachelor's Degree	9	5	7	9	11



ITS Group, Inc.

22375 Broderick Dr, Ste 155

Sterling, VA 20166

Office: 703-391-6320

Contract Administrator:

Mitchell Chen

CEO

Phone: 703-391-6330

Email: mchen@itsgci.com