

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

**SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES**

FPDS Class D301	IT Facility Operation and Management
FPDS Class D302	IT Systems Development Services
FPDS Class D306	IT Systems Analysis Services
FPDS Class D307	Automated Information Systems Design and Integration Services
FPDS Class D308	Programming Services
FPDS Class D310	IT Backup and Security Services
FPDS Class D311	IT Data Conversion Services
FPDS Class D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Class D316	IT Network Management Services
FPDS Class D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other information Services (All Other Information Services belong under Schedule 76)
FPDS Class 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: 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 or 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 performed by the publisher or manufacturer or one of their authorized agents.

BLH Technologies, Inc.
1803 Research Boulevard, Suite 300
Rockville, Maryland 20850
Phone (240) 399-8722
Fax (240) 399-8723
www.blhtech.com

Period Covered by Contract: February 4, 2015 – February 3, 2020
Contract Number: GS-35F-168CA
Modification: PO-0002, Effective December 30, 2015

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal 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. GEOGRAPHIC SCOPE OF CONTRACT

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

All orders placed under this schedule may be directed to the following:

BLH Technologies, Inc.
1803 Research Blvd.
Suite 300
Rockville, MD 20850
Attn: Benjamin L. Harris
President and CEO
(240) 399-8722
bharris@blhtech.com

All payments under this schedule should be forwarded to the following:

BLH Technologies, Inc.
1803 Research Blvd.
Suite 300
Rockville, MD 20850
Attn: Accounts Receivable Department

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

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

For BLH Technologies, Inc.: Benjamin L. Harris (240) 399-8722

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: 14-0697405
Block 30: Type Of Contractor – A. Small Disadvantaged Business
Block 31: Woman – Owned Small Business – No
Block 37: Contractor's Taxpayer Identification Number (TIN): 61-1460333

Block 40: Veteran Owned Small Business (VOSB): B. Other Veteran Owned Small Business

4a. Cage Code: 3M6N9

4b. Contractor has registered with the Central Contractor Registration Database

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	To be negotiated per delivery order

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

7. DISCOUNTS

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

- a. Prompt Payment: 0%
- b. Quantity: 0%.
- c. Dollar Volume: 0.5% on orders exceeding \$250,000
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): 0%

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 Applicable to IT Services under SIN132-51.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.

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

- a. Special Item number 132-51 – Information Technology (IT) Professional Services.

The maximum dollar value per order for all IT Professional services will be \$500,000.

12. ORDERING PROCEDURE FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

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

13.2 Federal Telecommunication Standards (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning 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 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)

(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.

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

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

c. The maintenance/ repair service provided is the standard commercial terms and conditions for the type of products and/ or services awarded.

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:

Not applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to

the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

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

Yes ___X___

No _____

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

None

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.

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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

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.

LABOR CATEGORY DESCRIPTIONS

WEB DEVELOPER I

General Experience/ Functional Responsibility: Write code to generate web pages, access databases and business logic servers. Work with designers and content producers. Test and document software for websites. Write, modify, and debug software for websites.

Minimum Education/ Experience: BS in Computer Science or related field. Two to four years of experience in web and graphics development.

WEB DEVELOPER II

General Experience/ Functional Responsibility: Contribute to the design, implementation, testing, and deployment of an application, working closely with others to ensure the code produced is maintainable, reliable, and understandable. Strong understanding of current web technologies and the ability to translate design into other languages.

Minimum Education/ Experience: BS in Computer Science or related field. Four and up to six years of experience in web and graphics development. Good knowledge of new tools and technologies applied in Web Development.

WEB DEVELOPER III

General Experience/ Functional Responsibility: Develop technical architecture of internet websites including scripting and user interface design. Refresh internet website content to ensure accuracy and timeliness of information and images. Develop modifications or enhancements to existing internet web programs. Collaborate with back end developers and other team members. Ensure that the layout of content is accessible and logical, and recommend improvements.

Minimum Education/ Experience: BS in Computer Science or related field. MS preferred but not required. Six to eight or more years of experience in web and graphics development. String knowledge of new tools and technologies applied in Web Development.

DATABASE SPECIALIST I

General Experience/ Functional Responsibility: Support database services in the design, delivery, and operation of database solutions. Code, test, debug, and refine computer programs to produce the product required by the written specifications. Document work of operational responsibilities.

Minimum Education/ Experience: Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. This position requires four years of experience, of which at least two years must be specialized experience including demonstrated experience using current DBMS technologies, application design utilizing various DBMS and experience with DBMS internals.

DATABASE SPECIALIST II

General Experience/ Functional Responsibility: Lead database services in the design, delivery, and operation of database solutions. Responsible for justification, feasibility, and proof of concept, and data warehouse design and development. Make technical recommendations. Translate detailed design into computer program coded instructions; test, debug, and refine the computer program to produce the product required by the written specifications. May interact with client representatives and business analyst to assist in development of database solution requirements.

Minimum Education/ Experience: BS degree in Computer Science, Information Systems, Engineering, Business, or other related disciplines with six years of experience. With MS degree, four years general experience in Information Technology is required, with one year specialized in Database Management.

DATABASE SPECIALIST III

General Experience/ Functional Responsibility: Lead the database services in the design, delivery, and operation of database solutions. Responsible for justification, feasibility and proof of concept, and data warehouse design and development. Implement technical recommendations. Translate detailed design into computer program coded instructions; test, debug, and refine the computer program to produce the product required by the written specifications. Will require supervisory responsibility over other Programmers. Interact with client representatives and business analyst to develop database solutions that meet business requirements. Expected to maintain expertise in current database concepts and technologies.

Minimum Education/ Experience: BS degree in computer science, information systems, engineering, business, or related discipline with eight years of experience. With a MS degree, ten years general experience in Information Technology, of which seven are specialized in Database Management is required.

SYSTEM ANALYST I

General Experience/ Functional Responsibility: Review, analyze, and evaluate business systems and user needs. Write detailed description of user needs, program functions, and steps required to develop or modify computer programs.

Minimum Education/ Experience: A bachelor's degree and four years related experience in Information Technology in areas of analysis and design of business applications, use of programming languages and DBMS.

SYSTEM ANALYST II

General Experience/ Functional Responsibility: Review, analyze, and evaluate business systems and user needs. Formulate systems to parallel overall business strategies. Write detailed

description of user needs, program functions, and steps required to develop or modify computer programs.

Minimum Education/ Experience: A bachelor's degree and six or more years related experience in Information Technology in areas of analysis and design of business applications, use of programming languages and DBMS.

SYSTEM ANALYST III

General Experience/ Functional Responsibility: Review, analyze, and evaluate business systems and user needs. Formulate systems to parallel overall business strategies. Write detailed description of user needs, program functions, and steps required to develop or modify computer programs.

Minimum Education/ Experience: A bachelor's degree and ten or more years related experience in Information Technology in areas of analysis and design of business applications, use of programming languages and DBMS.

HELP DESK TECHNICIAN

General Experience/ Functional Responsibility: Provide technical support to end users for software and/or hardware issues. Troubleshoot and resolve training, networking and software issues. As needed, schedule and administer data conversion programs. Serve as technical and functional training expert.

Minimum Education/ Experience: BA / BS and two years of experience.

HELP DESK MANAGER

General Experience/ Functional Responsibility: Lead the team that provides support to end users on a variety of issues. Identify, research, and resolve technical problems. Respond to phone calls, emails, and other requests for technical support. Ensure all problems are properly documented, tracked, and monitored for a timely resolution.

Minimum Education/ Experience: A bachelor's degree and ten or more years related experience in Information Technology or Engineering.

TECHNICAL WRITER

General Experience/ Functional Responsibility: Develop style guides, document templates, and quality assurance standards. Manage the documentation approval process and set priority tasks for a team. Recommend formats and content responsive to technical and customer requirements. Recommend and implements processes to handle complex information in customer documents for best reader comprehension. Write a variety of technical articles, reports, brochures and/or manuals for documentation for a wide range of users.

Minimum Education/ Experience: A bachelor's degree in English, literature or other related discipline. This position requires a minimum of five years' experience, of which at least two year must be specialized experience including demonstrated experience in editing documents, including technical documents. Demonstrated ability to work independently or under only general direction. With a master's degree two years' general experience, of which at least one must be specialized experience, is required.

NETWORK / SYSTEM ADMINISTRATOR I

General Experience/ Functional Responsibility: Set up, configure, and support internal and/or external networks. Troubleshoot network performance issues. Perform maintenance procedures such as daily back of file servers and networked workstations.

Minimum Education/ Experience: Bachelor's degree in computer science, information systems, business, or other related discipline and two years of experience.

NETWORK / SYSTEM ADMINISTRATOR II

General Experience/ Functional Responsibility: Set up, configure, and support internal and/or external networks. Develop and maintain all systems, applications, security, and network configurations. Troubleshoot network performance issues and create and maintain a disaster recovery plan. Diagnose network problems and initiate repairs. Recommend upgrades, patches, and new applications and equipment. Provide technical support and guidance to users.

Minimum Education/ Experience: Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline and four years of experience.

NETWORK / SYSTEM ADMINISTRATOR III

General Experience/ Functional Responsibility: Establish maintenance procedures and manage all aspects of a specific application/system. Establish and implement network security policies. Install, administer, and maintain local area and wide area networks. Analyze computer automation needs and recommend standards for hardware and software providing feasibility and cost analysis of automation needs.

Minimum Education/ Experience: Master's Degree in computer science, information systems, engineering, business, or other related scientific or technical discipline and seven years of experience.

SENIOR PROGRAM/ SENIOR PROJECT MANAGER

General Experience/ Functional Responsibility: Use in-depth knowledge to manage the scope, human resources, risk, cost, and time of the project. Organize, plan, and direct all contractor support activities for assigned task orders. Formulate and review task order performance plans, technical and contractual performance, and deliverable items, determine task order (s) cost, and

ensure conformance with all prescribed standards, schedules, and statements of work contained in all issued task orders. Manage the day-to-day activities of assigned projects and is directly responsible for supervision of the personnel assigned to task orders under his/her purview. Responsible for the development and maintenance of project performance/status reports including cost elements. Use own judgment and initiative in providing technical direction to ensure performance and for resolving problems. Interface with Government project personnel on continuous basis.

Minimum Education/ Experience: Master's Degree in Computer Science and fifteen years of experience of progressive accomplishment managing and implementing large, complex information technology systems.

PROGRAM/ PROJECT MANAGER

General Experience/ Functional Responsibility: Use in-depth knowledge to manage the scope, human resources, risk, cost, and time of the project. Organize, plan, and direct all contractor support activities for assigned task orders. Formulate and review task order performance plans, technical and contractual performance, and deliverable items, determine task order(s) cost, and ensure conformance with all prescribed standards, schedules, and statements of work contained in all issued task orders. Manage the day-to-day activities of assigned projects and is directly responsible for supervision of the personnel assigned to task orders under his/her purview. Responsible for the development and maintenance of project performance/status reports including cost elements. Use own judgment and initiative in providing technical direction to ensure performance and for resolving problems. Interface with customer project personnel on a continuous basis.

Minimum Education/ Experience: MS in Computer Science, Information Systems, Engineering, Business or other related disciplines and seven years of experience.

GRAPHIC DESIGNER I

General Experience/ Functional Responsibility: Create design solutions that have a high visual impact. The role involves listening to clients and understanding their needs before making design decisions.

Designs are required for a huge variety of products and activities, such as websites, advertising, books, magazines, posters, computer games, product packaging, exhibitions and displays, corporate communications and corporate identity, i.e., giving organizations a visual "brand."

Minimum Education/ Experience: Associates degree with four to five years project experience of which two to three must be specialized in using state-of-the-art graphics software and preparation of presentation graphics. BS / BA with two to three years project experience in using state-of-the-art graphics software and preparation of presentation graphics.

GRAPHIC DESIGNER II

General Experience/ Functional Responsibility: Produce design solutions to communicate client messages with visual impact and in accordance with the Corporate Brand Guidelines. The designer will work to a brief agreed to by the client. This position will perform design and production for various marketing materials (e.g., collateral (print and digital), merchandising (print and digital), web pages, landing pages, email templates, advertisements (print and digital), presentations, direct marketing, etc.). Responsibilities include the design, management and production of creative solutions to meet client objectives; selecting the medium (print, digital, or both) best suited to satisfy the desired result; while retaining continuity with the over-all design quality standards and establish corporate visual design standards.

Minimum Education/ Experience: Associates degree with six or more years of project experience of which three must be specialized in using state-of-the-art graphics software and preparation of presentation graphics. BS / BA with six years project experience in using state-of-the-art graphics software and preparation of presentation graphics.

SUBJECT-MATTER EXPERT I

General Experience/ Functional Responsibility: Serve as source of broad general knowledge of systems engineering, systems analysis and design, software integration, and software development with an in-depth expertise in at least one of these areas. Primary function is to perform complex technical efforts in specialty area by serving either as senior technical staff member on a large project or as a leader of a small, specialized project. Other functions are to provide, within the specialty area, quick response problem resolution, internal and external training, and marketing support to translate advanced technology theory into specific, practical applications of use for the corporation.

Requires knowledge in a specific professional technical field (such as artificial intelligence, statistics, electronics, computer science, mathematics, or physics) to define and solve new information processing system problems, develop engineering designs, and conduct analyses and experiments in the area of discipline.

Minimum Education/ Experience: MS - Contracts, Finance, Accounting, Business or equivalent technical studies. At least ten years of experience providing leadership with large, complex systems modernization and best practice reengineering. Is specialized in area of leadership.

SUBJECT-MATTER EXPERT II

General Experience/ Functional Responsibility: Serve as source of broad general knowledge of systems engineering, systems analysis and design, software integration, and software development with an in-depth expertise in at least one of these areas. Primary function is to perform complex technical efforts in specialty area by serving either as senior technical staff member on a large project or as a leader of a small, specialized project. Other functions are to provide, within the specialty area, quick response problem resolution, internal and external training, and marketing support to translate advanced technology theory into specific, practical applications of use for the corporation.

Requires knowledge in a specific professional technical field (such as artificial intelligence, statistics, electronics, computer science, mathematics, or physics) to define and solve new information processing system problems, develop engineering designs, and conduct analyses and experiments in the area of discipline.

Minimum Education/ Experience: MS - Contracts, Finance, Accounting, Business or equivalent technical studies. At least fifteen years of experience providing leadership with large, complex systems modernization and best practice reengineering. Is specialized in area of leadership.

SUBJECT-MATTER EXPERT III

General Experience/ Functional Responsibility: Provide expertise or guidance to security, telecommunications or IT project in subject matter area of specialized knowledge, as called out in a task order or statement of work. Expertise may be called out in product selection, enterprise architecture, system design, engineering, intelligence systems, security and other technical, operational, and analytical disciplines to include reliability, maintainability and life cycle cost management that is necessary for task execution and completion. Experienced in the operational environment and using high-level functional systems analysis, design, integration, documentation, and implementation methodologies on problems requiring knowledge of the subject matter for effective implementation. Participate as needed in all phases of engineering design and software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Design and prepare technical reports, databases, studies, and related documentation; make charts and graphs to record results. Prepare and deliver presentations and briefings as required by the order. Extensive knowledge of security requirements for specialized information transfer applications and skills in preparing technical reports and providing other services. May provide expert-level analytical and technical guidance to projects involving training, tactical/operational documentation, IT support, telecommunication systems, security systems design, or other efforts requiring operations expertise in a converged environment.

Minimum Education/ Experience: MS - Contracts, Finance, Accounting, Business or equivalent technical studies. At least twenty years of experience providing leadership with large, complex systems modernization and best practice reengineering. Is specialized in area of leadership.

COMPUTER PROGRAMMER I

General Experience/ Functional Responsibility: Analyzes business applications and design specifications. Develop block diagrams and logic flow charts. Translate detailed design into computer software. Test, debug, and refine the computer software to produce the required product. Assist in resolving basic operating problems. Prepare required documentation including program-level and system-level documentation. Prepare instructions for computer operators. Enhance software to reduce operating time or improve efficiency. Provide software conversion and implementation support.

Minimum Education/ Experience: BS computer science and two years of experience.

COMPUTER PROGRAMMER II

General Experience/ Functional Responsibility: Analyze business applications and design specifications. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Test, debug, and refine the computer software to produce the required product. Assist in resolving basic operating problems. Prepare required documentation, including program-level and system-level documentation. Prepare instructions for computer operators. Enhance software to reduce operating time or improve efficiency. Provide software conversion and implementation support. May provide technical direction to more junior programmers.

Minimum Education/ Experience: BS computer science and six years of experience.

COMPUTER PROGRAMMER III

General Experience/ Functional Responsibility: Analyze business applications and design specifications. Develop block diagrams and logic flow charts. Translate detailed design into computer software. Test, debug, and refine the computer software to produce the required product. Assist in resolving basic operating problems. Prepare required documentation, including program-level and system-level documentation. Prepare instructions for computer operators. Enhance software to reduce operating time or improve efficiency. Provide software conversion and implementation support. May provide technical direction and supervision to more junior programmers.

Minimum Education/ Experience: BS computer science and ten years of experience.

IT SPECIALIST I

General Experience/ Functional Responsibility: Write and edit technical materials (e.g., user manuals, reports, documents, deliverables). Assist project teams in collecting and organizing information. Review work and resolve discrepancies according to strict standards and guidelines. Analyze and develop new IT requirements; prepare specifications for IT equipment acquisitions; and modify IT hardware as necessary to meet specialized user needs. Conduct site surveys to assess and document current site IT and network configuration and user requirements. Prepare implementation plans and site installation technical design packages. Prepare configuration change drawings and documentation at each site. Prepare site installation and test reports. Coordinate installation operations and maintenance support. Some or all work may be carried out independently. This may include the application of multiple engineering disciplines to IT and business modeling, analyses, specification development, hardware and software planning/implementation/modification/coding, scheduling, configuration changes, and test reports for computer systems, messaging and telecommunications systems.

Minimum Education/ Experience: BS computer science or related degree and three years of experience.

IT SPECIALIST II

General Experience/ Functional Responsibility: Analyze and develop new IT requirements; review specifications for IT equipment acquisitions; and modify IT hardware as necessary to meet specialized user needs. Write and edit technical materials (e.g., user manuals, reports, documents, deliverables). Review work, resolve discrepancies, and communicate standards, policies, and goals to subordinates. Conduct site surveys to assess and document current site IT and network configurations and user requirements. Assist in preparation of engineering plans and site installation technical design packages. Perform network installation efforts. Review and evaluate site installation and test reports. Coordinate installation operations and maintenance support. May oversee efforts of more junior level staff. This may include the application of multiple engineering disciplines to IT and business modeling, analyses, specification development, hardware and software planning/implementation/modification / coding, scheduling, configuration changes and test reports for computer systems, messaging and telecommunications systems.

Minimum Education/ Experience: BS computer science or related degree and five years of experience.

IT SPECIALIST III

General Experience/ Functional Responsibility: Supervise teams of configuration specialists in meeting network requirements and develop operational requirements from site surveys/surveys of the user community, and establish IT system requirements using analysis of the requirements and needs of the user. Write and edit technical materials (e.g., user manuals, reports, documents, deliverables), formulate and enforce standards, direct and supervise staff and personnel, prepare or approve work schedules, review work, resolve discrepancies, and communicate policies and goals to subordinates. Supervise design work to effectively lead the IT and network effort and to transform overall requirements and architecture to a complete engineering design. This may include the application of multiple engineering disciplines to IT and business modeling, analyses, specification development, hardware and software planning/implementation/modification/coding, scheduling, configuration changes and test reports for computer systems, messaging and telecommunications systems. Use specialized knowledge in exercising Quality Assurance, Configuration Management, and reliability and maintainability to control design and production and minimize life cycle cost.

Minimum Education/ Experience: BS computer science or related degree and eight years of experience.

IT PRICING AND LABOR CATEGORIES

IT Labor Categories	Year 1	Year 2	Year 3	Year 4	Year 5
Senior Program / Sr. Project Manager	\$167.33	\$170.51	\$173.75	\$177.05	\$180.42
Program / Project Manager	\$129.67	\$132.13	\$134.64	\$137.20	\$139.80
web Developer 1	\$80.56	\$82.09	\$83.65	\$85.24	\$86.86
web Developer 2	\$114.43	\$116.61	\$118.82	\$121.08	\$123.38
web Developer 3	\$124.28	\$126.64	\$129.04	\$131.50	\$133.99
Network / System Admin 1	\$71.58	\$72.94	\$74.33	\$75.74	\$77.18
Network / System Admin 2	\$90.42	\$92.14	\$93.89	\$95.67	\$97.49
Network / System Admin 3	\$131.24	\$133.73	\$136.28	\$138.86	\$141.50
Database Specialist 1	\$71.17	\$72.52	\$73.90	\$75.30	\$76.73
Database Specialist 2	\$87.19	\$88.85	\$90.54	\$92.26	\$94.01
Database Specialist 3	\$102.27	\$104.21	\$106.19	\$108.21	\$110.27
Graphic Designer 1	\$57.39	\$58.48	\$59.59	\$60.72	\$61.87
Graphic Designer 2	\$73.60	\$75.00	\$76.43	\$77.88	\$79.36
Subject Matt. Expert 1	\$128.02	\$130.45	\$132.93	\$135.46	\$138.03
Subject Matt. Expert 2	\$160.87	\$163.92	\$167.04	\$170.21	\$173.44
Subject Matt. Expert 3	\$185.29	\$188.81	\$192.40	\$196.06	\$199.78
System Analyst 1	\$73.89	\$75.29	\$76.73	\$78.18	\$79.67
System Analyst 2	\$90.06	\$91.78	\$93.52	\$95.30	\$97.11
System Analyst 3	\$107.01	\$109.05	\$111.12	\$113.23	\$115.38
Helpdesk Technician	\$80.41	\$81.94	\$83.50	\$85.08	\$86.70
Helpdesk Manager	\$96.42	\$98.25	\$100.12	\$102.02	\$103.96
Technical Writer	\$67.71	\$69.00	\$70.31	\$71.64	\$73.00
Computer Programmer 1	\$66.61	\$67.88	\$69.17	\$70.48	\$71.82
Computer Programmer 2	\$85.09	\$86.70	\$88.35	\$90.03	\$91.74
Computer Programmer 3	\$101.99	\$103.93	\$105.90	\$107.92	\$109.97
IT Specialist 1	\$48.85	\$49.78	\$50.73	\$51.69	\$52.67
IT Specialist 2	\$81.69	\$83.24	\$84.82	\$86.44	\$88.08
IT Specialist 3	\$155.82	\$158.78	\$161.79	\$164.87	\$168.00

Service Contract Act:

The Service Contract Act (SCA) is applicable to this contract as it applies to the entire FCIS-JB-980001-B Refresh 33 Schedule 70 and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and / or when BLH Technologies, Inc. adds SCA labor categories / employees to the contract through the modification process, the Contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

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

PREAMBLE

(Name of Company) 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:

Mr. Benjamin L. Harris
Phone: (240) 399-8722
Email: bharris@blhtech.com
Fax: (240) 399-8723

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

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, 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:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(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:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(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;

(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.

**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.