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

SIN 132-51, SIN 132-51 STLOC, 132-51RC - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

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

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

Note 2: 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.

International Turbo Systems, Inc.
1831 NW 125th Terrace Pembroke Pines, FL 33028
(954) 447-0916
(954) 447-3698 (Fax)
info@iturbosystems.com
www.iturbosystems.com

Contract Number: GS-35F_0093U
Period Covered by Contract: 11-16-2007 through 11-15-2017

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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 Acquisition Service Schedule 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 Acquisition Service, 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 Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the 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.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

 NOT OFFERED

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

International Turbo Systems, Inc.
1831 NW 125th Terrace Pembroke Pines, FL 33028

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

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **(954) 447-0916**

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification Under Federal Acquisition Service Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: **147549641**
- Block 30: Type of Contractor - **A. Small Disadvantaged Business**
- Block 31: Woman-Owned Small Business - **YES**
- Block 36: Contractor's Taxpayer Identification Number (TIN): **522066409**
- 4a. CAGE Code: **3W2G1**
- 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	As agreed to by Turbo Systems and the ordering Agency
132-51STLOC	As agreed to by Turbo Systems and the ordering Agency
132-51RC	As agreed to by Turbo Systems and the ordering Agency

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

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

- a. Prompt Payment: - **NONE**
- b. Quantity - **NONE**
- c. Dollar Volume - **NONE**
- d. Other - **NONE**

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:

None Applicable.

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

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology (IT) Professional Services

Special Item Number 132-51STLOC - Information Technology (IT) Professional Services

Special Item Number 132-51RC - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL ACQUISITION SERVICE 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 the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

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

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

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent

upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Acquisition Service Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Acquisition Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Acquisition Service 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 Acquisition Service 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 Acquisition Service Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Acquisition Service Schedule; and
- (4) All clauses applicable to items not on the Federal Acquisition Service Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None 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.

23. SECTION 508 COMPLIANCE.

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

www.iturbosystems.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL ACQUISITION SERVICE SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Acquisition Service 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 Acquisition Service 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 Acquisition Service Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51, 132-51STLOC,
132-51RC)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51, 132-51STLOC, and 132-51RC - Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

SIN 132-51, 132-51STLOC, 132-51RC - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services

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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.

LABOR CATEGORY DESCRIPTIONS

SINS 132-51, 132-51STLOC, 132-51RC

COMMERCIAL JOB TITLE	PROGRAM MANAGER
Minimum/General Experience	Min. fifteen years' experience, of which at least ten years must be specialized. Specialized experience includes: project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.
Functional Description	<p>Responsible for the administration and complete performance of all phases of a project within the specifications of the contract and in a manner that satisfies the client and fulfills the performance standards of the company. Plans, directs, and supervises all technical, fiscal, and administrative functions of a project, including coordinating the responsibilities and task assignments of key project personnel. Develops budgets, schedules and plans for the various analytical and engineering disciplines involved with the project</p> <p>Responsible for gross profit earnings for an assigned project. Maintains management responsibility for all functional activities associated with the execution of the contract. Ensures that job quality, accurate cost control, compliance with schedules, and satisfactory client relations are maintained throughout the project and are strictly within company performance standards. Provides overall supervision of the activities of the Project Manager.</p>
Minimum Education	Master's Degree in Computer Science, Information Systems, Engineering, Business, or other related discipline or equivalent experience in a technical or business discipline.
COMMERCIAL JOB TITLE	PROJECT MANAGER 1
Minimum/General Experience	Min. twelve years' experience, of which at least nine years must be specialized. Specialized experience includes: project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.

Functional Description	Serves as the project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Program manager in working with the Government Contracting Officer (CO), the contract-level Contracting Officer's Representative (COR), the task order-level COR(s), Government management personnel and customer agency representative. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.
Minimum Education	Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, or other related discipline or equivalent experience in a technical or business discipline.
COMMERCIAL JOB TITLE	BUSINESS ANALYST
Minimum/General Experience	Min. three years' experience providing business analysis and consulting services similar to that described under functional responsibility, and has direct knowledge and understanding of applicable technical concepts and practices.
Functional Description	Manages, directs, and the supports the development, enhancement, and maintenance of business solutions in support of information technology planning, research, and implementation. Business solutions are based on the customer needs and crafted to drive the development of information technology solutions. Acts as a liaison between customers and other support groups to identify business processes, systems, and product requirements. Documents customer specifications and interacts with other support groups to apply understanding of customers business. Supports aspects of the business cycle including proposals, feasibility studies, implementations, and new business development. Plans and leads customer projects with some guidance. Anticipates, performs research, identifies, and develops solutions to customer problems. Participates in training activities for peers and customers. Initiates measures to eliminate non-value added activities through process improvement. Communicate business solutions to information technology committee and implementation team to ensure that business requirements are implemented accurately in automated information systems and supporting applications, and meet the customer's requirements.
Minimum Education	Bachelor's degree in a related business, engineering, computer science, physical science, or technical field. In lieu of a degree, an additional combination of education and related experience equaling four years, that provides the required skills, knowledge, and abilities

	is required
COMMERCIAL JOB TITLE	QUALITY ASSURANCE TESTER
Minimum/General Experience	Min. four years' experience with test planning, procedure generation, conducting verification, validation and quality control, and authoring test closure reports. Serves under the direction of the Project or Task Manager.
Functional Description	Excellent oral and written communication and interpersonal skills. Able to establish effective work relationships. Responsible for planning and execution of the Program's validation and verification processes of all configuration items. Leads and/or participates in integration and test planning activities for appropriate purposes of validation and verification. Performs requirements analysis and gap analysis to ensure verifiability of requirements throughout systems development lifecycle. Establishes evaluation criteria for requirements as assigned. Involved in software design, code, unit test and implementation of detailed test procedures. Prepares status reports. Successfully conducts integration and test activities utilizing C++, UNIX, automated tools, RTM, McCabe Visual, Test tools, XRUNNER, and the MS Office suite. May serve as a member of a change control board or other supporting program or executive committees. Interacts with the customer to ensure errors and system modifications are tested, evaluated, and incorporated into the final technology solution successfully.
Minimum Education	Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. May substitute six (6) years of equivalent experience in a technical or business discipline.
COMMERCIAL JOB TITLE	JAVA DEVELOPER
Minimum/General Experience	Min. four years' information technology experience with three years of demonstrated experience in Java programming, including J2SE/J2EE (Servlet API), JSP, Struts, Spring, JavaScript, and HTML/DHTML/CSS.
Functional Description	Develops applications, interfaces, and database front-ends utilizing visual development and design tools for use in web and SOA applications. May lead or be a significant contributor to the development, implementation, support of applications written in J2SE/J2EE (Servlet API), JSP, Struts, Spring, JavaScript, and HTML/DHTML/CSS. Experience in coding to specification using Struts, Spring, XML, and Web Services. The developer possesses a full understanding of the development lifecycle and has proven ability to

	work in a team setting. The developer is a significant contributor of feedback to the development of functional and technical specifications. They will support the troubleshooting, debugging and maintenance of existing code base in a production environment, and address software defects with timely resolution. The developer must also provide significant communication, coordination and interaction with team members and project management and may function as team leader for less experienced developers.
Minimum Education	Bachelor's Degree in Computer Science, Information Systems or Technology, Engineering, or related scientific or technical discipline. Five (5) years of applicable technical expertise may be substituted for degree requirement.
COMMERCIAL JOB TITLE	SECURITY ENGINEER/ANALYST
Minimum/General Experience	Min. seven years' experience in information technology, of which at least five years of specialized experience in system/security engineering and/or design, design assurance or testing for INFOSEC products and system computer networks technology.
Functional Description	Analyzes and defines information security, automated information security (AIS), and/or computer security requirements. Designs, develops, engineers, and implements security solutions. Gathers and organizes technical information about an organization's mission, goals, and needs; existing security products; and ongoing programs. Develops, analyzes, and implements security architecture(s) as appropriate. Performs risk analysis and security audit services, develops analytical reports as required. May be required to perform in one or more of the following areas: AIS risk assessment methods and procedures; security of system software generation; security of computer hardware; operating system utility/support software; disaster recovery and contingency planning; telecommunications security; development of AIS security policies and procedures. May have experience in one or more of the following: digital signatures, encryption, public key and certification management, cross certification of public key systems, and X.500 directories. May be responsible for leading a team in performing these services.
Minimum Education	Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, or related scientific or technical discipline. Four (4) years of applicable security/technical expertise may be substituted for degree requirement. Minimum four (4) years of security/technical experience.
COMMERCIAL JOB TITLE	STATISTICIAN

Minimum/General Experience	Min. five years of related experience. Additional graduate work may be substituted for up to 1 year of experience. Proficiency in specified software applications and operating environments.
Functional Description	Serves as a statistical consultant. Advises and trains on statistical applications. Consults with clients to assist in implementing complex statistical specifications. Implements, evaluates, and tests statistical software, making upgrade recommendations, as appropriate. Analyzes complex specifications, formulates programming approaches, and consults with clients to clarify requirements. Develops and tracks estimates of cost and time for assigned tasks and activities. Ensures all work is performed within time and budget constraints. Establishes and maintains task notebook and documentation, investigating existing databases, researching data anomalies, and constructing subset databases and data files. Provides input to progress reports for assigned tasks. Establishes procedures for producing verifiable results. Identifies and develops programming modules. Writes, tests, debugs, revises, and refines complex programs. Provides quality control pertaining to program output and data files, including those produced by supervised staff. Supervises programming staff, assigning routine programming tasks, guiding and reviewing work, and evaluating performance.
Minimum Education	Master's degree in statistics or Bachelor's degree with emphasis on statistics, plus 7 years of related experience as an applications programmer.
COMMERCIAL JOB TITLE	CONFIGURATION MANAGEMENT ANALYST
Minimum/General Experience	Min. seven years' experience in information technology, of which at least five years of specialized experience in configuration management and/or design, implementation methodologies.
Functional Description	Optimize technical performance in the infrastructure by facilitating a disciplined implementation of network and software changes in order to enhance overall system performance and to enable cost effective production, quality automation, teamwork optimization and change. Identify and define measurable network elements (including versions, constituent components and relationships) in the system, controlling changes of these items throughout their life cycles, recording and reporting their status and verifying/validating their completeness and correctness. Establish, implement and maintain a structured methodology (including procedures, organizational definitions and technology) for responding to and recording the history of changes in the client environment in order to maintain network stability. Perform systems and impact analysis in order to identify, reconcile and resolve conflict between and among disparate network hardware and software changes, facilitate the development of network solutions to these issues. Provide executive secretarial

	support to configuration and change management and engineering review boards, including agenda and minute development, impact identification and analysis and resolution facilitation.
Minimum Education	A Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline. With a Master's Degree (in the fields described in Min. Education above): four years' experience with a PH.D. (in the fields described in Min. Education above): one year of experience. With ten years IT experience and 7 years of specialized experience, a degree is not required
COMMERCIAL JOB TITLE	CASE PROCESSOR SPECIALIST
Minimum/General Experience	Min. one year experience providing Case Processing services similar to that described under functional responsibility, and having knowledge and understanding of applicable Case Processing concepts and practices.
Functional Description	Ensures the timely processing of new claims through case processing cycle. Ensures up-to-date/accurate records are maintained and are reported, transcribes, verifies data, etc. Act as a technical and function expert; Understand variations in Accounting and financial processing rules and regulations. Responsible for loading data into the system and generating related correspondence. Responsible for maintaining files and records of entry activities. Responsible for screening, data entry and forwarding of collection cases to appropriate agencies. Establishes collection account, update collection account and resolve collection account. Creates letters to secure payments. Answers any inquiries related to collection cases. Escalate unresolved disputes or case anomalies to Case Processing Supervisor.
Minimum Education	Bachelor's degree (B.A. or B.S.) from a four-year college or university; or one to two years related experience and/or training; or equivalent combination of education and experience. Background in accounting/ financial processing rules/regulations recommended.
COMMERCIAL JOB TITLE	ADMINISTRATIVE SPECIALIST
Minimum/General Experience	Min. on year experience working with basic computers. Must be proficient in Windows. Relative experience with Administrative work.

Functional Description	Provides general word processing and clerical support. Responsible for receiving visitors into secured areas. Responsible for receiving and forwarding all incoming calls. Orders and maintains supplies for the office. Coordinates conference room schedules. Maintains phone directory. Download batch files of payments from payment depository. Download batch files of payment information from collections offices. Responsible for logging all mail, verifying and forwarding the mail to applicable processing areas. Prepare all packages for mailing. Assemble and mail debtor statements based on predetermined intervals. Download files and send to appropriate parties for processing.
Minimum Education	High School Diploma. Bachelor's Degree preferred
COMMERCIAL JOB TITLE	SYSTEM ADMINISTRATOR
Minimum/General Experience	Min. three years' experience in information technology, of which at least 2 years of specialized experience in configuration management and/or design, implementation methodologies.
Functional Description	Provide quality custom software development. Responsible for the development of internal and external documentation such as design documents, technical programming and testing documents, and user documentation. Also responsible for determining estimates and timelines for the development of projects, providing technical software support, and investigating and resolving software problems. Work directly with clients during the development cycle. Develop software products using quality programming skills. Work directly with the software reviewer to make any necessary corrections and integrate the new software in our system. Design projects for internal and external customers. Develop a detail test plan for the project Resolve software investigations. Use tools such as the debugger and analysis skills to evaluate the software and determine the cause of the problem. Develop, test, and integrate software solutions into system. Review projects and software investigations. Review project codes for potential errors in logic and violations of coding standards. Work directly with the project developer communicating necessary modifications to the code. Participate in a walkthrough of the code with the project developer and a moderator. Read the test plan and thoroughly test the software
Minimum Education	Bachelor's degree (B.A. or B.S.) from four-year college or university; or one to two years related experience and/or training; or equivalent combination of education and experience. Bachelor of Science degree in Computer Science with related computer programming experience is preferred. Knowledge of general programming

	practices and multi-user software programming is required.
COMMERCIAL JOB TITLE	FINANCIAL SPECIALIST
Minimum/General Experience	Min. one year experience providing financial services similar to that described under functional responsibility, and having knowledge and understanding of applicable finance concepts and practices.
Functional Description	<p>Conducts analysis of financial data, follows up on payment problems, enters financial transactions into the system, interfaces with various accounting systems; prepares financial data reports as needed. Responsible for posting payments, resolving unidentified payments, reconcile bank receipts and disbursement of payments. Manage Accounts Payable and Receivable. Receive payments information from various payment methods and posting to the correct account. Reconciliation of daily cash receipts including manual deposits. Create, analyze and distribute management reports. Confirms timely entry of all financial transactions, including payment, adjustments, returned checks, overpayments, etc., on the automated financial system. Follows-up on unidentified or other problem payment instruments. Reviews and analyzes financial data as required and preparing routine and ad hoc reports. Reviews and analyzes/interprets legal documents (i.e. judgments, settlement agreements) in the calculation/recalculation of debt Monitors and maintains database used in the processing of ACH (Automated Clearing House) payments. Interfaces with various government accounting systems. Performs quality control functions to confirm procedures and guidelines are followed, all required spreadsheets and reports are accurately and timely completed, and deposit activities are correctly conducted. Assists in the training of new employees and helps coordinate the continuing training sessions hosted at the NCIF. Runs daily payment file uploads as well as distribute the daily work to the junior members of the staff. The Finance Specialist is also responsible for escalating issues and seeking advice when faced with complex issues/problems; responsible for providing direction to the other members of the Finance team; is required to share knowledge and experience with other members of the Finance team and to assist less experienced or temporary staff.</p>
Minimum Education	Bachelor's degree (B.A. or B.S.) from four-year college or university; or one to two years related experience and/or training; or equivalent combination of education and experience. Background in accounting/ financial processing rules/regulations recommended.

PRICING TABLES – SPECIAL ITEM NUMBER 132-51, 132-51STLOC, 132-51RC

SIN	ITEM CODE	LABOR CATEGORY (SIN 132-51)	GSA RATE*
132-51	IT1027	Program Manager	\$150.42
132-51	IT1028	Project Manager 1	\$130.58
132-51	IT1029	Business Analyst	\$72.11
132-51	IT1030	Quality Assurance Tester	\$46.91
132-51	IT1031	Java Developer	\$104.37
132-51	IT1032	Security Engineer/Analyst	\$67.90
132-51	IT1033	Statistician	\$78.05
132-51	IT1034	Configuration Management Analyst	\$62.75
132-51	IT1035	Case processor Specialist	\$39.07
132-51	IT1036	Administrative Specialist	\$31.37
132-51	IT1037	System Administrator	\$117.37
132-51	IT1038	Financial Specialist	\$47.99

* Rate includes .75% IFF fee.

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 **Kathy Holley, (954) 447-0916,** kathyholley@iturbosystems.com,

**BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL
ACQUISITION SERVICE 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 Acquisition Service Schedule Contract(s) _____.

Federal Acquisition Service 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 Acquisition Service 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 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 Acquisition Service 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 Acquisition Service 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 Acquisition Service Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Acquisition Service Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Service 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 Acquisition Service Schedule Contractors may individually meet the customers needs, or -
- Federal Acquisition Service Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.