



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

SIN 132-51: Information Technology Professional Services

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 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 performed by the publisher or manufacturer or one of their authorized agents.

**SOLERS, INC.
950 N Glebe Road
SUITE 1100
ARLINGTON, VIRGINIA 22203
(703) 526-0001
Fax: (703) 908-0795
<http://www.solers.com>**

**Contract Number: GS-35F-0149K
Period Covered by Contract: 12/8/2014 - 12/7/2019**

**General Services Administration
Federal Supply Service**

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



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INFORMATION FOR ORDERING OFFICES

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!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM 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

The geographic scope of the contract includes the 48 contiguous states and the District of Columbia.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Information:

US Mail Ordering Address:

Solers, Inc.
Attention: David H. Kellogg
950 N Glebe Road
Suite 1100
Arlington, VA 22203

Payment Information:

ACH Payment:

Solers, Inc.
SunTrust
ABA Routing Number: 055002707
Account #: 700287841

Check/US Mail Payment Address:

Solers, Inc.
Attn : Accounts Payable
950 N Glebe Road, Suite 1100
Arlington, VA 22203

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

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance:

(703) 526-0001
(703) 908-0795 (fax)



3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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: 048384205
 Block 30: Type of Contractor – C. Large Business
 Block 31: Woman-Owned Small Business - No
 Block 36: Contractor's Taxpayer Identification Number (TIN) 54-1920541

4a. CAGE CODE: 1JVC3

4b. Solers has registered with the System for Award Management (SAM) Database.

5. FOB: DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: Solers 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	14 days or per task order

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

7. DISCOUNTS

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

- a. Prompt Payment: 0 % - None days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: None
- e. Other: None

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

Not Applicable to Services

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not Applicable to Services

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. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.

In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probable life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;
 - (6) Past performance; and
 - (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or



- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
 - e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.
 - f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
 - g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

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 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 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:

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet address at <http://www.ebuy.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

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

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-**

- a. 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));



- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

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)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, 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.

Not applicable.

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.



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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services 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. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)
(G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- a. When ordering services, ordering activities shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of



travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- (iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

- b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

- (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - (i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)



- (ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.
- (2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- c. The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- d. When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- e. The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. 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 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.

5. PERFORMANCE OF SERVICES

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

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) 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) 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 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) 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 (DEC 2002) 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.

DESCRIPTION OF SERVICES

System Development and Deployment

Solers provides services to support the development and deployment of software intensive mission critical systems. We have extensive experience with widely used software development methodologies to include waterfall, spiral and rapid prototyping. Our preferred practices for full-scale development are the recommendations of the Unified Software Development Process. The Unified Process identifies four phases of development as described below.

1. Inception. Solers performs three principal activities during the inception phase:

- Requirements capture
- Risk and trade study identification
- Candidate architecture development.

Requirements are captured through development of a top-level functional description to include high priority use cases. Non-functional requirements, such as performance requirements, are also included in the functional description. Risk assessment is initiated at this early stage to identify key technical dependencies and implementation alternatives. Finally, a candidate architecture for system implementation is synthesized and evaluated.

2. Elaboration. The Solers software engineering team completes five major tasks during the elaboration phase:

- Use case model construction
- Analysis model construction
- Evaluation of candidate technologies and software components for integration or reuse
- Analysis of alternatives through trade studies
- Documentation of the architectural baseline.

Use case and analysis models are constructed using the Unified Modeling Language (UML) notation and standard. Commercial item and Government Off-the-Shelf (GOTS) software components are assessed for integration into the proposed architectural solution and implementation. Maximum reuse is made of available commercial and GOTS items and components to reduce development complexity, shorten delivery schedules and reduce costs. Technology risk items are identified and evaluated through analysis and/or testing to determine ease of integration and functional compatibility. All reuse items are identified and evaluated. Architectural alternatives are analyzed through trade studies and choices are justified based on explicit selection criteria. The candidate architecture is iterated with emphasis on strong interface definition and encapsulation until it becomes the architectural baseline.

3. Construction. Solers accomplishes four major goals during the construction phase:

- Integration
- Testing (Unit, Configuration Item, and System)
- Coding and Delivery of the Initial Operational Capability (IOC) Executable Code
- Documentation (Complete UML models, users/installation manuals, program unique documentation)

Standard coding practices include walkthroughs and frequent peer review. Integration begins early as commercial items and reuse components are installed and configured on the test environment configuration. High priority functional system threads and infrastructure components are coded and tested in early incremental builds. Testing occurs with each incremental delivery driven by use cases developed through customer dialog and direction. Testing concludes with complete functional and performance system testing. All UML models are updated to reflect the as-built configurations and minimum documentation consists of an installation and users manual.

4. Transition. Solers tailors operational support transition activities to program unique requirements. Transition activities common to most programs include:

- Final installation software
- Final executable software (e.g. Version 1.0, 2.0, etc.)
- Final Documentation to support deployment, installation and maintenance:
 - System Administration Manual
 - Software Maintenance Manual

- User Manual
- Architecture Description
- Complete UML Models
- Training Materials

Solers thoroughly plans and executes transition for mission critical systems. Transition activities address parallel operations with legacy systems, data migration, roll-back, and recovery plans.

System Analysis & Engineering Services

Solers performs independent technical analysis and trade studies for Government and commercial clients. Our independent analysis challenges conventional thinking based on scientific integrity. Solers supports the full range of program analysis tasks to include:

- Operational, systems and technical architecture synthesis
- Requirements analysis
- System modeling and simulation.

Our system architecture approach emphasizes maximum use of commercial items and segmented custom components. Technical architecture stresses widely deployed commercial standards supported by government/industry standards organizations and multiple vendors' products. We incorporate open systems architectures to allow component upgrades without wholesale system rework.

Our system requirements analysis approach captures how a system will be operationally deployed and used through use-case documentation. Use-cases are translated into unambiguous and testable functional and performance requirements. Analytical trade studies frequently include development of computer-based models and simulations.

Solers provides tailored engineering service support to customer programs. Our engineering services span full life-cycle support. Engineering service offerings include: program planning; requirements analysis and documentation; technology assessments and roadmaps; architectural support and documentation; independent design evaluations and assessments; risk identification and mitigation planning; test planning and documentation; independent verification and validation (IV&V); system security assessments and planning; transition and deployment planning; and field installation and configuration support.

System Maintenance

Solers offers comprehensive software maintenance services. Our software maintenance approach immediately establishes strong configuration control practices using industry standard concurrent versioning technology and construction of integrated system models which graphically illustrate system relationships for maintenance purposes.

Software maintenance activities are driven by problem and enhancement reports. Problem or enhancement reports originate from field use or testing activities. Reports are verified and prioritized. Problem or discrepancy reports are generally worked off immediately with available resources and updates or upgrades tested and then deployed to the field. Enhancements are made, as directed by the customer, to satisfy new mission requirements. In both cases, documentation is updated along with software maintenance releases. Solers software maintenance activities ensure compatibility with current commercial component releases to include: operating systems, compilers, commercial libraries and databases.

LABOR CATEGORIES/DESCRIPTIONS

Administrative Categories	
<p>Administrative personnel provide services in areas such as, but not limited to, program support administration, financial analysis, reporting, information management, travel management, inventory control, and clerical support. Administrative personnel maintain currency in their area(s) of discipline and apply these skills to operation or administration of IT systems or projects. They must be proficient in a Microsoft Windows environment, including word processing, spreadsheet, presentation, and/or database software. Administrative personnel have excellent communications skills to support customer interactions, and they are comfortable working independently at contractor or customer-site locations. Administrative personnel possess increasing levels of responsibility and autonomy as they progress through the administrative categories. For all administrative categories, five (5) years relevant or military experience may be substituted for a bachelor's degree.</p>	
Category Name	Category Requirements
Administrative Assistant 1	High school diploma or equivalent
Administrative Assistant 2	High school diploma or equivalent and three (3) years relevant work experience
Administrator 1	Bachelor's degree
Administrator 2	Bachelor's degree and three (3) years experience
Senior Administrator 1	Bachelor's degree and six (6) years experience
Senior Administrator 2	Bachelor's degree and ten (10) years experience
Engineering Categories	
<p>Engineering personnel provide services to specify, analyze, design, build, test, deploy, sustain, and/or oversee development of IT systems. Engineering disciplines include, but are not limited to, software engineering, software architecture, systems engineering, information assurance engineering, network engineering, safety engineering, configuration management engineering, and quality assurance engineering. Engineers seek to continually evolve their technical skills and stay on the leading edge of technology through on-the-job training, self-improvement, and/or formal education to become subject matter experts. Engineers possess increasing levels of responsibility, technical skills, and autonomy as they progress through the engineering categories. For all engineering categories, five (5) years IT or military experience may be substituted for a bachelor's degree, and a master's or doctoral degree is considered equivalent to three (3) additional years of experience each. Degrees held by personnel in this category are in engineering, science, or an IT-related field.</p>	
Category Name	Category Requirements
Engineer 1	Some college education in a technical field
Engineer 2	Bachelor's degree
Engineer 3	Bachelor's degree and one (1) year experience
Engineer 4	Bachelor's degree and two (2) years experience
Engineer 5	Bachelor's degree and three (3) years experience
Engineer 6	Bachelor's degree and five (5) years experience
Engineer 7	Bachelor's degree and seven (7) years experience
Engineer 8	Bachelor's degree and nine (9) years experience
Engineer 9	Bachelor's degree and eleven (11) years experience
Senior Engineer 1	Bachelor's degree and thirteen (13) years experience
Senior Engineer 2	Bachelor's degree and fifteen (15) years experience
Senior Engineer 3	Bachelor's degree and eighteen (18) years experience

Management Categories	
<p>The Management category encompasses all management functions necessary to manage the planning and execution of IT, weapon, C4I, and/or ISR systems throughout the engineering lifecycle or to provide programmatic oversight and direction on behalf of a customer to support the development of such systems. Activities include, but are not limited to, project planning, project monitor and control, technical oversight, personnel management, risk management, supplier management, reporting, and customer coordination. Managers seek to continually evolve their skills through on-the-job training, self-improvement, and/or formal education. Managers possess increasing levels of responsibility and autonomy as they progress through the management categories. For all management categories, five (5) years IT or military experience may be substituted for a bachelor's degree, and a master's degree is considered equivalent to three (3) additional years of experience. Degrees held by personnel in this category are generally in engineering, science, business, or an IT-related field.</p>	
Category Name	Category Requirements
Project Manager 1	Bachelor's degree and seven (7) years experience
Project Manager 2	Bachelor's degree and ten (10) years experience
Program Manager 1	Bachelor's degree and twelve (12) years experience
Program Manager 2	Bachelor's degree and fifteen (15) years experience
Senior Program Manager 1	Bachelor's degree and eighteen (18) years experience
Senior Program Manager 2	Bachelor's degree and twenty (20) years experience
Technical Support Categories	
<p>Technical support personnel provide services in areas such as, but not limited to system administration, networking, telecommunications, help desk support, operations support, database administration, web development, information management, and IT security. Technical support personnel maintain currency in their area(s) of discipline and apply these skills to the installation, configuration, and operation of IT systems. Technical support personnel have excellent communications skills to facilitate customer support roles, and they are comfortable working independently at contractor or customer-site locations. Personnel possess increasing levels of responsibility, technical skills, and autonomy as they progress through the technical support categories. For all technical support categories, five (5) years IT or military experience may be substituted for a bachelor's degree. Degrees held by personnel in this category are generally in an IT related field.</p>	
Category Name	Category Requirements
Technician/Operator 1	High school diploma and relevant IT training
Technician/Operator 2	High school diploma, IT training, and three (3) years relevant work experience
Specialist/Administrator 1	Bachelor's degree
Specialist/Administrator 2	Bachelor's degree and four (4) years experience

Option III Labor Rates

	GSA Year 16	GSA Year 17	GSA Year 18	GSA Year 19	GSA Year 20
Labor Category	12/8/14 - 12/7/15	12/8/15 – 12/7/16	12/8/16 - 12/7/17	12/8/17 - 12/7/18	12/8/18 - 12/7/19
Administrative Assistant 1	\$44.10	\$44.76	\$45.43	\$46.11	\$46.80
Administrative Assistant 2	\$62.65	\$63.59	\$64.55	\$65.51	\$66.50
Administrator 1	\$74.73	\$75.85	\$76.99	\$78.14	\$79.32
Administrator 2	\$88.91	\$90.24	\$91.60	\$92.97	\$94.37
Senior Administrator 1	\$105.38	\$106.96	\$108.57	\$110.19	\$111.85
Senior Administrator 2	\$134.44	\$136.46	\$138.50	\$140.58	\$142.69
Engineer 1	\$59.21	\$60.09	\$61.00	\$61.91	\$62.84
Engineer 2	\$80.80	\$82.02	\$83.25	\$84.50	\$85.76
Engineer 3	\$85.98	\$87.27	\$88.58	\$89.91	\$91.25
Engineer 4	\$91.18	\$92.55	\$93.94	\$95.35	\$96.78
Engineer 5	\$98.70	\$100.18	\$101.69	\$103.21	\$104.76
Engineer 6	\$111.25	\$112.91	\$114.61	\$116.33	\$118.07
Engineer 7	\$120.36	\$122.17	\$124.00	\$125.86	\$127.75
Engineer 8	\$132.14	\$134.13	\$136.14	\$138.18	\$140.25
Engineer 9	\$144.59	\$146.75	\$148.96	\$151.19	\$153.46
Senior Engineer 1	\$157.15	\$159.50	\$161.90	\$164.32	\$166.79
Senior Engineer 2	\$168.39	\$170.92	\$173.48	\$176.08	\$178.73
Senior Engineer 3	\$203.20	\$206.25	\$209.34	\$212.48	\$215.67
Project Manager 1	\$117.15	\$118.91	\$120.69	\$122.50	\$124.34
Project Manager 2	\$136.64	\$138.69	\$140.77	\$142.88	\$145.03
Program Manager 1	\$157.42	\$159.78	\$162.18	\$164.61	\$167.08
Program Manager 2	\$171.06	\$173.62	\$176.23	\$178.87	\$181.56
Senior Program Manager 1	\$188.47	\$191.30	\$194.17	\$197.08	\$200.04
Senior Program Manager 2	\$226.69	\$230.09	\$233.54	\$237.04	\$240.60
Technician/Operator 1	\$81.13	\$82.35	\$83.58	\$84.84	\$86.11
Technician/Operator 2	\$86.46	\$87.76	\$89.07	\$90.41	\$91.77
Specialist/Administrator 1	\$94.11	\$95.52	\$96.96	\$98.41	\$99.89
Specialist/Administrator 2	\$109.96	\$111.61	\$113.28	\$114.98	\$116.70