

# ManTech

## GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE

### Authorized Multiple Award Schedule 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

**Contract Number  
GS-35F-0161K**

**Contract Period of Performance**  
December 20, 1999 through December 19, 2009

Through Modification PO-0022, effective December 20th, 2007

**ManTech Information Systems & Technology Corporation**  
14280 Park Meadow Drive, Suite 400  
Chantilly, VA 20151  
Attn: Melissa Amdahl  
Tel: 703-218-6000  
Fax: 703-218-6340  
Large Business  
<http://www.mantech.com/>

On-line access to contract ordering information, terms, and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: <http://www.gsaadvantage.gov>. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

**TABLE OF CONTENTS**

**Special Item Numbers ..... 1**

**Information For Ordering Activities Applicable To All Special Item Numbers.....2**

**Terms and Conditions Applicable to Information Technology (IT) Professional Services  
(Special Item Number 132-51 & 132-51RC)..... 10**

**Labor Rates ..... 14**

**Labor Category Descriptions..... 15**

**Terms and Conditions Applicable to Term Software Licenses  
(Special Item Number 132-32 & 132-32RC).....26**

**Price List 132-32 & 132-32RC..... 31**

**DecisionPoint General Description ..... 34**

**USA Commitment to Promote Small Business Participation Procurement Programs .....35**

**Federal Supply Schedules Blanket Purchase Agreements ..... 36**

**Contractor Team Arrangements and Federal Supply Schedules.....38**

---

**SPECIAL ITEM NUMBERS****SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES**

Large Scale Computers, Application Software (FSC Class 7030)

**SPECIAL ITEM NO. 132-32 RC TERM SOFTWARE LICENSES – RECOVERY PURCHASING****SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

IT Systems Development Services (FPDS CODE D302)

IT Systems Analysis Services (FPDS CODE D306)

Automated Information Systems Design and Integration Services (FPDS CODE D307)

Programming Services (FPDS CODE D308)

IT Backup and Security Services (FPDS CODE D310)

IT Network Management Services (FPDS CODE D316)

**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.

**SPECIAL ITEM NO. 132-51 RC INFORMATION TECHNOLOGY PROFESSIONAL SERVICES – RECOVERY PURCHASING**

**INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL  
SPECIAL ITEM NUMBERS****SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (<http://www.gsaadvantage.gov/>). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (<http://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 contract is the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC and US Territories.

**2. Contractor's Ordering Address and Payment Information:**

- a. Ordering Address:  
ManTech Integrated Data Systems Corporation  
Vice President Contracts  
14280 Park Meadow Drive, Suite 400  
Chantilly, VA 20151

Orders transmitted by facsimile should be directed to:

Vice President, Contracts  
(703) 674-2756

- b. Payment Address: Payment should be forwarded to the following lockbox address:  
ManTech International Corp.  
PO Box 7777-W2155  
Philadelphia, PA 19175-2155

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(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

Sue Siegel (703) 218-8236

**3. Liability for Injury or Damage**

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

**4. Statistical Data for Government Ordering Office Completion of Standard Form 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 789517976

Block 30: Type of Contractor - C Large Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1536891

4a. CAGE Code: ON5X4

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:

<b>SPECIAL ITEM NUMBER</b>	<b>DELIVERY TIME (Days ARO)</b>
132-51 & 132-51RC	30
132-32 & 132-32RC	15

Expedited delivery schedule can be negotiated with individual ordering agency.

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall replay 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 % - Net 30 days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity: None

- c. Dollar Volume: None
  - d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
  - e. Other
- 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:**  
N/A
- 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. 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.
  - b. Special Item Number 132-32 Term Software Licenses  
The maximum dollar value per order for all Term Software Licenses will be \$500,000.
- 12. Ordering Procedures for Federal Supply Schedule Contracts**  
Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
- 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:**  
Federal departments and agencies 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 offices, 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 (KIST), 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.

*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 Offices:**

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

**16. GSA Advantage!**

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

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

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

**17. Purchase of Open Market Items**

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

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

#### **18. Contractor Commitments, Warranties and Representations**

- 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:

N/A

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**

As the premier provider of IT and EIT services to the Federal Government, ManTech is committed to assisting federal agencies and their clients to properly interpret and implement the requirements of Section 508 of the Rehabilitation Act of 1973 ("Section 508"). To that end, ManTech is ready to provide our customers with advisory assistance at any time during the EIT procurement life cycle – from performing Section 508 requirements analyses or market surveys to providing compliant goods or services needed by our customers to meet their mission requirements. Additionally, when providing goods and services covered by Section 508, ManTech informs its customers about Section 508 compliance so that they may make informed procurement decisions and satisfy the requirements of the Act. Section 508 compliance information may include completed compliance matrices in the form set forth at <http://www.section508.gov> or other information made available by our third party EIT product suppliers and manufacturers.

**24. Prime Contractor Ordering from Federal Supply Schedules**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. Insurance – Work on a Government Installation (Jan 1997)(FAR 52-228-5)**

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. Software Interoperability**

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 & 132-51RC)****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. 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) 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 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**

A description of each type of Information Technology services is provided below.

**LABOR RATES**

Contract Number: GS-35F-0161K

Special Item No. 132-51 & 132-51RC Information Technology Professional Services

GSA Labor Category	RATE
Acquisition Specialist I	\$141.60
Information Assurance Specialist I	\$105.19
Network Engineer IV	\$102.41
Network Engineer III	\$80.62
Network Engineer II	\$62.16
Network Engineer I	\$54.09
Technical Director	\$129.91
Software Engineer I	\$103.29
Software Engineer II	\$91.88
Software Engineer III	\$67.39
Software Engineer IV	\$51.45
System Administrator II	\$71.07
Intermediate Systems Architect	\$127.72
Systems Engineering Specialist II	\$102.41
Systems Engineering Specialist I	\$90.43
Senior Systems Engineer II	\$130.56
Senior Security Engineer	\$141.36
Senior Systems Engineer I	\$115.04
Senior Systems Engineer III	\$132.40
Senior Systems Engineer IV	\$157.37
Principal Engineering Specialist	\$130.37
Principal Software Design Engineer	\$112.57
Senior Technical Director	\$144.57

## LABOR CATEGORY DESCRIPTIONS

### COMMERCIAL JOB TITLE: ACQUISITION SPECIALIST I

**Minimum/General Experience:** Performs a variety of acquisition and management related tasks, either independently, as part of a team, or as team lead, that are broad in nature. Personnel in this category are experienced acquisition and/or management professionals with duties and responsibilities that include:

**Functional Responsibility:**

- Development and implementation of acquisition strategies for both public (government) and private sector organizations
- Development and instruction of acquisition/management related training courses
- Provides source selection support to include process development and management expertise, quality reviews, training, and advisory assistance
- Provides expert red team support and independent quality reviews for a variety of acquisition and management related tasks
- Organizational strategy and development
- Process improvement and reengineering
- Provides related knowledge and expertise for the implementation of acquisition and management technology solutions to include process automation, program management, computer based training solutions and Interactive Computer Based Learning
- Performs other duties as assigned

**Minimum Education & Experience:** Bachelor s degree and ten years management and/or acquisition experience. Five (5) years of general experience is considered equivalent to a Bachelors Degree.

### COMMERCIAL JOB TITLE: INFORMATION ASSURANCE SPECIALIST I

**Minimum/General Experience:** Responsible for providing technical and security policy for the protection of automated information systems including Internet/Intranet systems. Designs, develops, engineers, and implements solutions to various security requirements including firewalls, threat assessment, vulnerability assessment, risk assessment, etc. Experienced with various security concepts, intrusion detection strategies, products, protocols, strategies and methodologies. Primary duties and responsibilities include:

**Functional Responsibility:**

- Plans and performs network security research, design, development, and analysis in accordance with customer guidelines, specifications, and policies.
- Gather and organize technical information about an organization's mission goals and needs, existing security products, and ongoing programs.
- Specialized experience in defining computer security requirements for high level applications, evaluation of approved security product capabilities, and developing information assurance solutions.

**Minimum Education & Experience:** Bachelor's Degree in related field or equivalent. Five (5) years of general experience is considered equivalent to a Bachelor s Degree or four (4) years of

general experience and a technical certification such as a MCSE, CNE, or CCIE is considered equivalent to a Bachelors Degree.

#### COMMERCIAL JOB TITLE: NETWORK ENGINEER IV

**Minimum/General Experience:** Performs a variety of network engineering tasks, either independently or under supervision, which are broad in nature and are concerned with the design, implementation and operations of communications architectures, Internet/Intranets, and integrated networks, including personnel, hardware, software and support facilities and/or equipment. Experienced with enterprise messaging architectures, and Internet/Intranet strategies. Thorough understanding of network management principals, techniques, and concepts. Experienced with the World Wide Web (WWW) and related protocols, architectures, and communication strategies. Knowledge and understanding of network security methods and processes, network protocols, firewalls, etc. Duties and responsibilities include:

##### Functional Responsibility:

- Plans and performs network engineering research, design development, and other assignments in conformance with network design, engineering, and customer specifications.
- Supervises team of Network Engineers through project completion.
- Experienced with local and wide area network and communications architectures.
- Responsible for major technical/engineering projects of higher complexity and importance than those normally assigned to lower level engineers.
- Coordinates the activities of Network Engineers assigned to specific network engineering projects.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelor s Degree in related field or equivalent and 6 years of general experience. Five (5) years of general experience is considered equivalent to a Bachelors Degree or four (4) years of experience and a technical certification such as a MCSE, CNE, or CCIE is considered equivalent to a Bachelors Degree. With a Master s Degree, four (4) years of experience is required.

#### COMMERCIAL JOB TITLE: NETWORK ENGINEER III

**Minimum/General Experience:** tasks which are broad in nature and are concerned with the design, implementation, and operations of communications architectures, Internet/Intranets, and integrated networks, including personnel, hardware, software and support facilities and/or equipment. Experienced with the World Wide Web (WWW) and related protocols, architectures, and communication strategies. Understanding of network security methods and processes, network protocols, firewalls, etc. Experienced with local and wide area network and communications architectures. Duties and responsibilities include:

##### Functional Responsibility:

- Performs with some latitude of unreviewed actions and decisions.
- Plans and performs network engineering research, design development, and other assignments in conformance with network design, engineering, and customer specifications.
- Responsible for the technical/engineering part of a major project or a project of lesser complexity and importance than those normally assigned to a higher level engineer.

- Coordinates the activities of other Network Engineers assigned to specific network engineering projects.
- Provides hotline support to customers.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelor's Degree in related field or equivalent and 3 years general experience. Five (5) years of general experience is considered equivalent to a Bachelor's Degree or four (4) years of general experience and a technical certification such as a MCSE, CNE, or CCIE is considered equivalent to a Bachelor's Degree. With a Master's Degree, one (1) year of experience is required.

#### COMMERCIAL JOB TITLE: NETWORK ENGINEER II

**Minimum/General Experience:** Works under supervision to perform a variety of network engineering tasks, which are broad in nature and are concerned with the design, implementation, and operations of integrated networks. Provides hardware, software support as required. Works under the supervision of a Network Engineer IV or Network Engineer III. Duties and responsibilities include:

##### Functional Responsibility:

- Supports the planning and performance of network engineering research, design development, operations, and other assignments in conformance with network design, engineering, and customer specifications.
- Supports the technical/engineering part of a network project assigned to higher level engineers.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelor's Degree in related field or equivalent. Five (5) years of general experience is considered equivalent to a Bachelor's Degree or four (4) years of general experience and a technical certification such as a MCSE, CNE, or CCIE is considered equivalent to a Bachelor's Degree.

#### COMMERCIAL JOB TITLE: NETWORK ENGINEER I

**Minimum/General Experience:** Works under supervision to perform a variety of support activities, which are broad in nature and concerned with basic network troubleshooting, operations of desktop applications, use of the operating system. Duties and responsibilities include:

##### Functional Responsibility:

- Support of peripheral devices such as printers, scanners, tape backup devices etc.
- Installation of the operating system, desktop applications, or related software.
- Hardware installation and configuration support.
- Basic troubleshooting and help desk support.
- Performs other duties as assigned.

**Minimum Education & Experience:** One year experience or a technical certification such as an MCSE, CNE, etc.

#### COMMERCIAL JOB TITLE: TECHNICAL DIRECTOR

**Minimum/General Experience:** Directs the performance of a variety of related projects which may be organized by technology, program or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represents more than three functional areas that may include engineering, systems analysis, quality control, administration, etc. Primary duties and responsibilities:

**Functional Responsibility:**

- Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items.
- Operates within client guidance, contractual limitations, and Company business and policy directives.
- Serves as focal point of contact with client regarding program activities.
- Ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation.
- Manages program consisting of multiple projects including project identification, design, development and delivery.
- Maintains the development and execution of business opportunities based on broad, general guidance.
- Confers with project manager to provide technical advice and to assist with problem resolution.
- Responsible for marketing new technology and follow-on business acquisitions.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelors s degree in related field or equivalent and 10 years of experience within program development and management. Five (5) years of general experience is considered equivalent to a Bachelors Degree.

**COMMERCIAL JOB TITLE: SOFTWARE ENGINEER I**

**Minimum/General Experience:** Works independently, with management review of end results. Has prime accountability for the design, development, maintenance, and operating efficiency of a software system or subsystem. Experienced with software engineering tools such as Computer Aided Software Engineering (CASE), Data Base design tools, automated test and analysis tools. Thorough understanding of various software and component architectures such as COM/DCOM, CORBA, etc. Experience with relational database management systems and maintains expertise in the area of Internet/Intranet software applications and products. Primary duties and responsibilities include:

**Functional Responsibility:**

- Develop software object models and interface specifications.
- Supervises and directs the activities of various software teams.
- Continually assess the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality.
- Maintains active liaison with user personnel to ensure continuing responsiveness of applicable system software user requirements.

- Analyzes performance indicators such as system's response time and number of programs being processed to ensure operational efficiency.
- Designs, code, installs, and maintains appropriate systems software program.
- Identifies, evaluates, tailors and directs the implementation of vendor-supplied software packages.
- Ensures the maintenance of adequate software systems documentation.
- Recommends to management the purchase or lease of system software packages and related hardware.
- Provides technical assistance to less experienced systems software personnel in the resolution of complex system-related problems.
- Trains users in applications programming and other user personnel in the use of systems software and related hardware.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelor's degree in related field or equivalent and 6 years of experience developing complex software systems. Five (5) years of general experience is considered equivalent to a Bachelors Degree or four (4) years of experience and a technical certification such as a MCSD.

#### **COMMERCIAL JOB TITLE: SOFTWARE ENGINEER II**

**Minimum/General Experience:** Works under supervision to support the activities of a Software Engineer I or Systems Architect. Supports the design, development, maintenance, and operating efficiency of a software system or subsystem. Supports the use of software engineering tools such as Computer Aided Software Engineering (CASE), Data Base design tools, automated test and analysis tools. Maintains knowledge of various software and component architectures such as COM/DCOM, CORBA, etc. Experienced with relational database management systems and Internet/Intranet software applications and products. Primary duties and responsibilities include:

#### **Functional Responsibility:**

- Functions as a team lead responsible for various components of a software system.
- Support the continual assessment of the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality.
- Analyzes performance indicators such as system's response time and number of programs being processed to ensure operational efficiency.
- Designs, code, installs, and maintains appropriate systems software program.
- Supports the identification, evaluation, customizing and implementation of vendor-supplied software packages.
- Ensures the maintenance of adequate software systems documentation.
- Trains users in applications programming and other user personnel in the use of systems software and related hardware.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelor's degree in related field or equivalent and 3 years of experience developing complex software systems. Five (5) years of general experience

is considered equivalent to a Bachelors Degree or four (4) years of experience and a technical certification such as a MCSD.

### COMMERCIAL JOB TITLE: SOFTWARE ENGINEER III

**Minimum/General Experience:** Works under supervision to support the activities of a Software Engineer I or II. Assists in the support of the design, development, maintenance, and operating efficiency of a software system or subsystem. Primary duties and responsibilities include:

#### Functional Responsibility:

- Assists in the assessment of the performance of appropriate software systems to identify and correct problems which impact operation and work quality.
- Assists in analyzing performance indicators such as system response time and number of programs being processed to ensure operational efficiency.
- Codes, in accordance with specific design parameters, system software modules as directed by the team lead.
- Assists in the identification, evaluation, customizing and implementation of vendor-supplied software packages.
- Assist in the end user training in applications programming and other user personnel in the use of systems software and related hardware.
- Confers with project manager to provide technical advice and to assist with problem resolution.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelor's degree in related field or equivalent. Five (5) years of general experience is considered equivalent to a Bachelors Degree or four (4) years of experience and a technical certification such as a MCSD.

### COMMERCIAL JOB TITLE: SOFTWARE ENGINEER IV

**Minimum/General Experience:** Works under supervision to perform a variety of software support activities, which are broad in nature and concerned with software documentation, bug tracking, daily software builds, and component testing. Duties and responsibilities include:

#### Functional Responsibility:

- Development or creation of help files, online user guides, and software documentation.
- Creation of graphics for use within web pages or other software applications.
- Development of simple HTML or DHTML screens.

**Minimum Education and Experience:** One year experience or a technical certification.

### COMMERCIAL JOB TITLE: SYSTEM ADMINISTRATOR II

**Minimum/General Experience:** Works under supervision but independently works to perform a variety of system administration functions which are broad in nature and are concerned with the support of network systems, network servers and desktop computers. Duties and responsibilities include:

#### Functional Responsibility:

- Establishes policies and procedures for administering the network servers.
- Works with the Information Assurance Specialist to ensure that security policies, procedures, and guidelines are being followed.
- Performs user account and password maintenance.
- Works with the Network Engineer to establish system backup and maintenance policies, procedures, and guidelines.
- Performs system backups.
- Troubleshoots network and desktop problems.
- Performs related duties as required.

**Minimum Education & Experience:** A technical certification and two years experience.

### COMMERCIAL JOB TITLE: INTERMEDIATE SYSTEMS ARCHITECT

**Minimum/General Experience:** Senior engineer who independently performs a variety of system design and engineering tasks which are broad in nature and are concerned with design and implementation of major enterprise systems development and integration, including supporting personnel, hardware, software, and support facilities and/or equipment. Supervises team of Engineers through project completion and is considered a Subject Matter Expert (SME) in one or more specific areas of computer system design and networking. Primary duties include:

#### Functional Responsibility:

- Plans and performs systems and networking engineering research, design development, and other assignments in conformance with system and network design, engineering, and customer specifications.
- Supervises team of Engineers.
- Responsible for highly complex technical/engineering projects.
- Coordinates the activities of Engineering staff assigned to specific system and network engineering projects.
- Is the lead technical authority on the project.
- Performs other duties, as assigned.

**Minimum Education & Experience:** Bachelor's degree in related field or equivalent and 9 years of related work experience. Five (5) years of general experience is considered equivalent to a Bachelors Degree or four (4) years of experience and a technical certification such as a MCSD or MCSE.

### COMMERCIAL JOB TITLE: SYSTEMS ENGINEERING SPECIALIST II

**Functional Responsibility:** Acts as a lead in defining and executing systems engineering activities within a project. These activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing of a systems engineering management plan. Principle duties and responsibilities include:

- Performs systems engineering planning, performance management, capacity planning, testing and validation, benchmarking, information engineering.

- Development and staffing of a systems engineering management plan.
- Supports other Engineers and Program Managers, as required.
- Analyzes and develops technical documentation detailing the integration and system performance.
- Coordinates the activities of Systems Engineers assigned to specific systems engineering projects.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelor's degree in related field or equivalent 8 years related experience. Five (5) years of general experience is considered equivalent to a Bachelors Degree or four (4) years of experience and a technical certification such as a MCSD or MCSE.

#### COMMERCIAL JOB TITLE: SYSTEMS ENGINEERING SPECIALIST I

**Minimum/General Experience:** Under general supervision, defines and executes systems engineering activities within a project. These activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing of a systems engineering management plan. Principle duties include:

##### Functional Responsibility:

- Performs systems engineering planning, performance management, capacity planning, testing and validation, benchmarking, information engineering.
- Development and staffing of a systems engineering management plan.
- Supports other Systems Engineers as required.
- Analyzes and develops technical documentation detailing the integration and system performance.
- Coordinates the activities of other Systems Engineers assigned to specific systems engineering projects.
- Performs other duties as assigned.

**Minimum Education & Experience:** Bachelor's degree in related field or equivalent 5 years related experience. Five (5) years of general experience is considered equivalent to a Bachelors Degree or four (4) years of experience and a technical certification such as a MCSD, MCSE, or CCNA.

#### COMMERCIAL JOB TITLE: SENIOR SYSTEMS ENGINEER II

**Minimum/General Experience:** Nine (9) years of information technology experience of which three (3) years is specialized experience working on complex IT solutions within a project organization.

**Functional Responsibility:** Works independently to develop complex technical solutions for client information technology requirements. Plans complex IT project technical coordination and defines and documents client concept of operations and requirements. Implements the engineering methodology to meet the project technical requirements. Utilizes IT expertise to lead technical activities in areas such as software engineering, detailed design documentation, applications implementation and test management in coordination with other internal support groups to facilitate resolution of customer problems. Provides technical guidance by reviewing

and recommending IT solutions to client problems based on an understanding of how IT products and services interrelate and support the client's mission.

**Minimum Education & Experience:** Bachelor's degree. Four (4) years of information technology experience may be substituted for the Bachelor's degree.

#### **COMMERCIAL JOB TITLE: SENIOR SECURITY ENGINEER**

**Minimum/General Experience:** Twelve (12) years of specialized experience in information technology design, development and implementation in addition to two (2) years experience working on complex IT security solutions.

**Functional Responsibility:** Works independently to provide information security direction and consultation to project organizations in support of complex IT projects. Reviews client information technology security procedures, strategies and standards and identifies specific areas of vulnerability. Analyzes vulnerabilities and recommends procedural and/or IT infrastructure improvements. Plans and implements recommended IT infrastructure improvements. Analyzes industry-wide trends, laws, and standards as they related to security and recommends methods, procedures, and products to solve information security problems. Leads the development of information security publications and standard operating procedures.

**Minimum Education & Experience:** Bachelor's degree. Four (4) years of information technology experience may be substituted for the Bachelor's degree.

#### **COMMERCIAL JOB TITLE: SENIOR SYSTEMS ENGINEER I**

**Minimum/General Experience:** Eight (8) years of information technology experience of which one (1) year is specialized experience working on complex IT solutions within a project organization.

**Functional Responsibility:** Works independently to develop complex technical solutions for client information technology requirements. Plans complex IT project technical coordination and defines and documents client concept of operations and requirements. Implements the engineering methodology to meet the project technical requirements. Utilizes IT expertise to lead technical activities in areas such as software engineering, detailed design documentation, applications implementation and test management in coordination with other internal support groups to facilitate resolution of customer problems. Provides technical guidance by reviewing and recommending IT solutions to client problems based on an understanding of how IT products and services interrelate and support the client's mission.

**Minimum Education & Experience:** Bachelor's degree. Four (4) years of information technology experience may be substituted for the Bachelor's degree.

#### **COMMERCIAL JOB TITLE: SENIOR SYSTEMS ENGINEER III**

**Minimum/General Experience:** Eleven (11) years of specialized experience in information technology design, development and implementation in addition to three (3) years specialized experience working on complex IT solutions within a project organization.

**Functional Responsibility:** Works independently as an expert consultant to the project organization to provide advanced technical expertise and guidance for significantly complex information technology problems. Leads complex IT project technical coordination resulting in documentation of the client's concept of operations and requirements. Leads the implementation of engineering methodologies to meet the project technical requirements. Utilizes IT expertise to lead technical activities in areas such as software engineering, detailed design documentation, applications implementation and test management in coordination with

other internal support groups to facilitate resolution of customer problems. Provides technical guidance by reviewing and recommending IT solutions to client problems based on an understanding of how IT products and services interrelate and support the client's mission.

**Minimum Education & Experience:** Bachelor's degree. Four (4) years of information technology experience may be substituted for the Bachelor's degree.

#### **COMMERCIAL JOB TITLE: SENIOR SYSTEMS ENGINEER IV**

**Minimum/General Experience:** Thirteen (13) years of specialized experience in information technology design, development and implementation in addition to three (3) years experience in a senior leadership role working on complex IT solutions within a project organization.

**Functional Responsibility:** Works independently as an expert consultant to the project organization to provide advanced technical expertise and guidance for significantly complex information technology problems. Leads complex IT project technical coordination resulting in documentation of the client's concept of operations and requirements. Leads the implementation of engineering methodologies to meet the project technical requirements. Utilizes IT expertise to lead technical activities in areas such as software engineering, detailed design documentation, applications implementation and test management in coordination with other internal support groups to facilitate resolution of customer problems. Provides technical guidance by reviewing and recommending IT solutions to client problems based on an understanding of how IT products and services interrelate and support the client's mission.

**Minimum Education & Experience:** Bachelor's degree. Four (4) years of information technology experience may be substituted for the Bachelor's degree.

#### **COMMERCIAL JOB TITLE: PRINCIPAL ENGINEERING SPECIALIST**

**Minimum/General Experience:** Ten (10) years of specialized experience in information technology design, development and implementation in addition to two (2) years experience working on complex IT security solutions.

**Functional Responsibility:** Works independently to provide technical/scientific and project leadership for multiple large-scale IT projects that cross-cut multiple specialization and IT product development areas. Applies advanced IT technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical expertise to others involved in applying specialized IT knowledge (such as programming, network assurance, etc.) to complex customer IT processes and requirements. Works with and directs other IT engineering disciplines in the development and application of processes to improve quality, reliability, cost, and customer satisfaction. Interfaces with the top customer management and/or engineers to gather requirements, resolve problems, and present solutions.

**Minimum Education & Experience:** Bachelor's degree. Four (4) years of information technology experience may be substituted for the Bachelor's degree.

#### **COMMERCIAL JOB TITLE: PRINCIPAL SOFTWARE DESIGN ENGINEER**

**Minimum/General Experience:** Eight (8) years of experience developing complex software systems.

**Functional Responsibility:** Works independently to provide systems- and applications-oriented expertise in information technology automation and client applications development and implementation. Has prime accountability for the design, development, maintenance, and operating efficiency of a software system or subsystem. Leads the analysis of requirements and

development of detailed design documents. Converts documented IT requirements and applications design into computer code that interfaces with the client's computer operating system and external systems. Develops software object models and interface specifications. Supervises and directs the activities of various software teams. Trains users in applications programming and other user personnel in the use of systems software and related hardware.

**Minimum Education & Experience:** Bachelor's degree. Four (4) years of information technology experience is considered equivalent to a Bachelors Degree.

#### **COMMERCIAL JOB TITLE: SENIOR TECHNICAL DIRECTOR**

**Minimum/General Experience:** Twelve (12) years of experience within program development and management of which at least four (4) years has involved management of complex IT solutions.

**Functional Responsibility:** Directs the performance of a variety of related information technology projects that may be organized by technology, program or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include information technology engineering, systems analysis, quality control, administration, etc. Primary duties and responsibilities:

- Responsible for the effective management of funds and personnel on large, complex IT projects
- Accountable for the quality and timely delivery of all contractual deliverables
- Serves as focal point of contact with client regarding program activities
- Ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation
- Manages program consisting of multiple projects including project identification, design, development and delivery
- Maintains the development and execution of business opportunities based on broad, general guidance
- Confers with project manager to provide technical advice and to assist with problem resolution
- Responsible for marketing new technology and follow-on business acquisitions

**Minimum Education & Experience:** Bachelor's degree. Four (4) years of information technology experience is considered equivalent to a Bachelors Degree.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-32 & 132-32RC)****1. Inspection/Acceptance**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. Guarantee/Warranty**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**Decision Point Warranty**

Integrated Data Systems (IDS) WARRANTS that the Decision Point application and service provided by its AcqCenter Division shall conform to applicable specifications as detailed in the attached Decision Point General Description and shall remain free from defects for the duration of the service period agreement. IDS warrants that the DecisionPoint application design will not contain any computer viruses, worms, trap doors, time bombs, undocumented passwords, disabling code, Trojan horses, or similar malicious mechanism or device. However, IDS does not warrant data entered, attached, or otherwise provided by clients or other third parties for inclusion in the DecisionPoint system.

IDS's obligation under this Warranty shall be limited to repair at the Headquarters (Integrated Data Systems 14280 Park Meadow Drive, Suite 400, Chantilly, VA 20151, Phone (703) 803-9115), or at its option, replacement of defective product. In no event shall IDS be responsible for incidental or consequential damages whatsoever (including without limitation, special, or indirect damages for personal injury, loss of business profits, compromise of protected information, business interruption, loss of business information, or any other pecuniary loss) to system hardware configuration, or data contained thereon. IDS shall make good faith efforts, where applicable, to inform customers of potential incidental or consequential damages that could occur by use of DecisionPoint, if said potential damages are reasonably foreseeable by IDS prior to installation and use of the software. This Warranty shall not apply to Products that have been damaged through negligence, accident, any misuse to include software code tampering, or acts or nature such as floods, fires, earthquakes, lightning strikes, etc.

IDS's liability, whether in contract or in tort, arising out of warranties or representations, instructions or defects from any cause, shall be limited exclusively to application replacement and service restoration to include data archival restoration to the extent

practicable under the aforementioned conditions. IDS requires notification of system interruption within seven calendar days of discovery of the interruption to establish a claim under this warranty. To obtain warranty service for Decision Point application service, you must first call the AcqCenter.com help desk at (703) 654-9108. The telephone representative will provide further information, including scheduling of service at Warrantees facility if appropriate. During the period of this limited Warranty, IDS will provide Technical Support at no additional charge to you. Technical Support is limited to application support installed by IDS. Technical Support may be obtained by calling the DecisionPoint Technical Help Desk, Monday Friday, 8 a.m. to 6 p.m. E.S.T., at (703) 654-9108.

The above Warranty applies to services and applications provided by IDS. IDS may, at the warrantees request provide hardware, software, firmware or other information technology from Original Equipment Manufacturers or other third parties. Equipment and services provided, but not manufactured by IDS, are warranted and will be repaired to the extent of and according to the current terms and conditions of the respective manufacturers. In no event shall IDS be liable for consequential, incidental, special, indirect or punitive damages or attorney fees or court costs, in relation to any failure of the hardware, software, firmware or information technology provided by IDS to perform as specified in this warranty. Monetary damages relating to this warranty, whether arising in contract or in tort, or otherwise, shall be limited to the contract price for the specific hardware, software, firmware or information technology subject to a warranty claim.

Disputes regarding this warranty shall be resolved in accordance with FAR clause 52.233-1, Disputes.

(End of Warranty)

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

### **3. Technical Services**

The Contractor, without additional charge to the Government, shall provide a hot line technical support number (703)654-9108 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM to 6:00 PM EST Monday Friday, and pager notification during non-business hours, weekends, and holidays.

### **4. Software Maintenance**

- a. Software maintenance service shall include the following:

N/A

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**5. Periods of Term Licenses (132-32) and Maintenance (132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**6. Conversion from Term License to Perpetual License**

- a. The Government may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the Government the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the Government.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the Government shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the Government.

NOT APPLICABLE.

**7. Term License Cessation**

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the Government. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which

continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the Government. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

NOT APPLICABLE.

**8. Utilization Limitations – (132-32, 132-33, and 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
  - (3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
  - (4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government

personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**9. Software Conversions – (132-32 and 132-33)**

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**10. Descriptions and Equipment Compatibility**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

**11. Right-To-Copy Pricing**

The Contractor shall insert the discounted pricing for right-to-copy licenses. NOT APPLICABLE

**MANTECH INFORMATION SYSTEMS & TECHNOLOGY CORPORATION****PRICE LIST 132-32 & 132-32RC****CONTRACT NUMBER: GS-35F-0161K****Special Item No. 132-32 & 132-32RC Term Software Licenses****1. Internet Configuration License**

Secure access to DecisionPoint via the Internet from the customer s desktop  
Hosted on the IDS Secure Server System in the Virginia IT Data Center  
Pricing based on not more than 25 evaluators/users for one source selection

**DecisionPoint set-up\* and user training \$10,056.00**

Includes:

- One-day on-site user application training session for up to 25 users\*\*
- Application set-up, configuration and routine customizations
- Network performance testing and validation

**DecisionPoint license fees \$1,609.00/month**

Includes:

- 24 by 7 customer-access to the DecisionPoint Technical Help Desk
  - Direct telephone/email support during normal business hours (8:00 AM to 6:00 PM EST Monday Friday)
  - Pager notification during non-business hours and weekends
- DecisionPoint software upgrades at no extra cost
- IDS DecisionPoint warranty

\* Installation and registration of X.509 Certificates (PKI) is an additional \$2,000 per source selection (THIS IS A NON-SCHEDULE ITEM).

\*\* Travel expenses required for support outside the local Washington DC area are additional.

**2. Intranet Configuration License**

Secure access to DecisionPoint via client s private Intranet LAN  
Data stored on client-supplied server or server leased from IDS (non-schedule item)  
Pricing based on not more than 25 evaluators/users for one source selection

**DecisionPoint installation, set-up\* and user training \$11,413.00**

Includes:

- One-day on-site user application training session for up to 25 users\*\*
- Application set-up, configuration and routine customizations
- Two-day on-site server installation and testing

**DecisionPoint license fees \$944/month**

Includes:

- 24 by 7 customer-access to the DecisionPoint Technical Help Desk
  - Direct telephone/email support during normal business hours (8:00 AM to 6:00 PM EST Monday Friday)
  - Pager notification during non-business hours and weekends
- DecisionPoint software upgrades at no extra cost
- IDS DecisionPoint warranty

\* Installation and registration of X.509 Certificates (PKI) is an additional \$2,000 per source selection (THIS IS A NON-SCHEDULE ITEM).

\*\* Travel expenses required for support outside the local Washington DC area are additional.

Note: Intranet configurations require a Lotus Domino server license and Lotus Notes Client Access licenses for each user.

**Minimum customer-supplied desktop hardware requirements for Internet configuration:**

Connection to Internet  
56K modem  
Internet Explorer 4 or Netscape 4  
Windows 95 or NT  
Pentium, 200 MHz  
32 MB RAM  
17 inch monitor, 1024 X 768 (for best user viewing)

**Minimum customer-supplied desktop hardware requirements for Intranet configuration:**

Windows 95/98 or NT  
Pentium, 200 MHz  
32 MB RAM  
SVGA monitor  
17 inch monitor, 1024 X 768 (for best user viewing)

**Routine DecisionPoint customizations included in set-up fee for all configurations:**

**Ratings, Intensities, and Definitions** - The DecisionPoint application is adapted to reflect the customer's unique scoring methodology, intensity factors, and the associated definitions as stated in the RFP. For example, customers may use color, numeric, or adjectival rating scales.

**Evaluator Workflow** - The application workflow may be altered (i.e. moving to Offerors by group or by individual).

**Removing Forms** - Comment forms may be removed (Narratives, Exchanges, Risks, or Ratings) as necessary.

**Renaming Forms/Fields/Other** - Semantic changes to application text. For example, "Information Request" can be changed to "Discussion Item" or "Rating" can be changed to "Score".

**Graphic Changes** - Up to 5 graphics may be altered. For example, the standard DecisionPoint logo may be replaced with the customer's own agency or program office logo. Alternate graphics must be provided by the customer.

**Adding or Removing Fields** - Up to 3 fields may be removed from or added to application forms. For example, optional fields such as "Volume" and "Paragraph" reference fields may be removed. Mandatory fields such as "Criteria" and scoring/intensity fields may not be removed.

**Additional Views** - One additional view may be added assuming that the information to be displayed in the view is already captured and stored in the default database design.

**Form Validation** - Any mandatory fields may be enabled or disabled with the exception of "Criteria" which is always required. Customers may choose which fields are mandatory to force the Evaluators to complete these fields prior to saving a comment.

**Username Format** - Customers may choose the standard username format of their preference. For example, first initial + last name vs. last name + first initial.

## DECISIONPOINT GENERAL DESCRIPTION

DecisionPoint is an automated source selection evaluation software application. Its primary purpose is to assist proposal evaluators, participating in competitive source selections, in reviewing and recording their comments and rationale on the quality of offeror proposals. DecisionPoint is provided to users as either an Internet-based web application service, or as an Intranet-based software application running on a customer-supplied IT network.

Using DecisionPoint, government contracting officers and source selection managers can grant evaluators secure, online access to offeror proposals and other relevant source selection documentation, thereby eliminating the need for hardcopy information.. Evaluators review offerors proposals, then enter their comments and evaluations into the DecisionPoint database. Evaluator comments are written against the criteria and standards specified in the government's RFP and/or Source Selection Plan. Types of comments include strengths, weaknesses, risks, scores/ratings and information exchanges. As these evaluator comments are entered, contracting officers and source selection managers can review the evaluators work in real-time from any connected system in order to maintain effective/efficient control of the evaluation process.

Once evaluations are complete for an individual offeror, DecisionPoint consolidates each comment into a Consensus Evaluation Report, which evaluation teams review and discuss to arrive at a group consensus evaluation. This process is repeated for each offeror until all offerors have been evaluated.

The major features/benefits of DecisionPoint are:

- **Flexibility.** The application's workflow and interface can be customized to fit individual clients unique source selection processes and terminology.
- **Online Reference Library.** Allows the client to have paperless storage and instant access to source selection documents such as the Request for Proposal (RFP), Source Selection Plan (SSP), Source Selection Evaluator's Guide (SSEG), and offeror proposals.
- **Process Adherence.** Enforces process adherence based on a client's source selection plan by guiding evaluators through the evaluation of each criteria established in the RFP. Standardized comment input templates help ensure evaluator consistency.
- **Promotes Paperless Streamlining Of Process.** Evaluators complete reviews of proposals and enter strengths, weaknesses, ratings, and other comments online.
- **Electronic Archiving.** Captures the results of your source selection in an electronic format that is easily referenced and archived after completion of the process. .
- **Assists Consensus.** The application generates an easily editable draft Group Consensus Evaluation report.
- **Assists Geographically Dispersed Evaluation Teams.** Allows paperless, online proposal evaluation and communication (if the Internet configuration is used) so that evaluation team members do not have to be at the same geographic location in order to conduct the proposal evaluation process. .
- **Management Tracking.** Management can access all evaluator and advisor comments at any time. Allows management to track evaluator progress throughout the entire evaluation process.
- **Secure.** Uses Web server technology, with 128-bit encryption and role-based authentication.

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

ManTech Integrated Data Systems Corporation provides commercial products and services to the Federal Government. 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-protege 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 demonstrates 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 Federal Government contracts. To accelerate potential opportunities please contact:

Kimberly A. Bowley  
Corporate Small Business Liaison Officer  
(703) 218-6317, fax (703) 218-6340  
[kim.bowley@mantech.com](mailto:kim.bowley@mantech.com)

## FEDERAL SUPPLY SCHEDULES BLANKET PURCHASE AGREEMENTS

### BLANKET PURCHASE AGREEMENTS - THEY'RE NOT JUST FOR -SIMPLIFIED ACQUISITION PURCHASES

The use of Blanket Purchase Agreements under the Federal Supply Schedule Program have been permitted for a long time. Check Federal Acquisition Regulation (FAR) 13.303-2(c)(3): "BPAs may be established with Federal Supply Schedule contractors...". Let's look at the benefits of a BPA with a Federal Supply Schedule contractor today:

Setting up a BPA with a Federal Supply Schedule contractor is a way to fill recurring needs while taking advantage of quantity discounts, saving administrative time and reducing paperwork.

In the past, individual orders under a BPA could not exceed the maximum order limitation. Today, that is no longer true. With the removal of the maximum order limitation, agencies are no longer restricted by any dollar limitations when placing orders under a BPA.

For large BPAs, agencies are empowered and encouraged to seek further price reductions.

With a Federal Supply Schedule BPA you can order as much as you want, as little as you want and as often as you want. There is no better tool available to purchase than a Federal Supply Schedule BPA. Your flexibility and the advantages are endless when you set up a BPA!

You can use a BPA as an ordering device that your field offices across the nation can participate in, allowing them to place orders directly. In doing so, your entire agency reaps the benefits of additional discounts negotiated into your own BPA!! In addition, you reduce the administrative burden of writing numerous purchase orders.

Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with FAR 9.6. Teaming Arrangements may be incorporated into your BPA!

FAR 13.3 provides the following procedures for establishing BPAs under the Simplified Acquisition Procedures:

The Contracting Officer may use BPAs:

- When there is a need for a wide variety of items, but the exact items, quantities and delivery requirements are not known in advance.
- When a need for commercial sources of supply for one or more offices that do not have purchase authority exists.
- To reduce the administrative burden of writing numerous purchase orders.
- Contracting Officers must contact Vendors to negotiate the terms and conditions of the BPA.

**SAMPLE BPA FORMAT**

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_ and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH \_\_\_\_\_ (Ordering Agency):

(1) The following contract services/products 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:

<u>ITEM (Model/Part Number or Type of Service)</u>	<u>SPECIAL BPA DISCOUNT/PRICE</u>
_____	_____
_____	_____

(2) Delivery:

<u>DESTINATION</u>	<u>DELIVERY SCHEDULE/DATES</u>
_____	_____
_____	_____

(3) The Government 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:

<u>OFFICE</u>	<u>POINT OF CONTACT</u>
_____	_____
_____	_____

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

(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) Task/Delivery 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 as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery 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.

## CONTRACTOR TEAM ARRANGEMENTS AND FEDERAL SUPPLY SCHEDULES

In the spirit of the Federal Acquisition Streamlining Act, all Federal agencies have been encouraged to facilitate innovative contracting/acquisition approaches. FAR Part 1.102 provides Guiding Principles on the Federal Acquisition System, outlining what the System will achieve –

- Satisfy the customer (cost, quality and timeliness of delivery)
- Maximize use of commercial products and services
- Consider contractor's past performance
- Promoting competition
- Minimize administrative costs
- Conduct business with integrity, fairness and openness
- Fulfill public policy objectives

The Federal Supply Schedule program is a source that customers may use to achieve what the System has outlined for Acquisition Teams to follow.

Each member of the "Acquisition Team" is to exercise personal initiative and sound business judgment and is responsible for making acquisition decisions that deliver the best value product or service to meet the customers needs. FAR 1.102-4 further empowers Government Team members to make acquisition decisions within their areas of responsibility including selection, negotiation and administration. The contracting officer has the authority to the maximum extent practical, to determine the applications of rules, regulations, and policies.

In light of these changes, Federal Supply Schedule customers may refer to FAR 9.6 - Contractors Team Arrangements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. Customers are encouraged to review this section and should note this is permissible after contract award. Team Arrangements combined with the Federal Supply Schedule Program provide Federal customers a powerful commercial acquisition strategy.