



# BeaKen Systems & Technology Solutions, Inc. (BSTS)

## GSA Schedule 70 Pricelist

### SIN 132-51-Information Technology Services

Prices Effective 1/1/09

Contract No: GS-35F-0184V

<b>Point of Contact</b>	Laketta Plater	<b>Business Type</b>	Small Disadvantaged, Woman Owned
<b>Business</b>	301-636-6255	<b>NAICS</b>	541512-Computer Systems Design
<b>Fax</b>	301-636-6288	<b>DUNS</b>	604351127
<b>Email</b>	<a href="mailto:lplater@beakensolutions.com">lplater@beakensolutions.com</a>	<b>Cage Code</b>	1QVC7
<b>Website</b>	<a href="http://www.beakensolutions.com">www.beakensolutions.com</a>	<b>Facilities Clearance</b>	Yes
		<b>Accept Credit Cards</b>	Yes

*BeaKen Systems & Technology Solutions Inc. (BSTS) is a **Disadvantaged Woman-Owned Small Business** offering highly innovative Enterprise Systems Engineering, Integration and Management solutions. BSTS specializes in assisting clients with the engineering, development, operations, and maintenance of defense technologies and systems on major government task-order contracts.*

#### Resource Title & Skill Description

**\$161.38** Labor Category: Systems Engineer III

**Minimum General Experience:** A systems engineer shall have a working knowledge of enterprise-wide information management and system information interactions (internal and external). Over 10 years of direct experience in their respective role and a working knowledge of Imagery and/or Geospatial systems/support systems.

**Functional Responsibilities:** Functional responsibilities include the following: strategic systems planning; data structures and systems development including: systems planning, segment/project planning, rapid prototyping, spiral development, requirements generation and definition, functional analysis and allocation, systems analysis & control, design & build, test & evaluation, quality assurance, installation, systems/software quality assurance, and configuration management in compliance with current Industry and Government practices.

**Minimum Education:** Bachelor's degree from an accredited institution in a technical/management field. Masters or Doctorate degree desired.

**\$84.14** Labor Category: Configuration Management Specialist, Non-Lead

**Minimum/General Experience:** Engage Configuration Management principals in support of an operational or development environment. Candidate must be able to function in a team environment. Responsibilities consist of supporting revision control of all



software and hardware configuration items, performing configuration audits and software installations as required. Also included are documentation reviews relating to software and hardware installations. Provide customer interface for baseline control.

**Functional Responsibilities:** Organize workflow and resources with the CM Manager; Configuration Identification (CI) – Identify the COTS, GOTS, firmware, custom SW and documentation (CIs) for each system.; Configuration Change Control – Work with the system Configuration Management Boards to coordinate builds and ensure change control is maintained for the operational baseline; Configuration Status Accounting – Track and report changes to the operational baseline by system; Configuration Audits – Coordinate and conduct physical and functional configuration audits; Software Installations - Assisting the system administrator with the planning and installation of custom software releases and upgrades; Coordinating multi-site activities and various other daily activities as tasked by the Dept. Manager; Participate as an integral part of transition and test team Integrated Process Team (ITP) in supported baseline(s)

**Minimum Education:** BA in a business discipline, BS in a technical discipline

**\$149.64** **Labor Category:** Configuration Management Specialist, Lead

**Minimum/General Experience:** The Configuration Management Specialist will perform the work on a large government contract associated with Configuration Management (CM) requirements. Candidate must have three or more years of technical experience in a software development, software maintenance or operational support role. Experience with Informix database and Tivoli Service Desk. Possess strong communication and interpersonal skills, work well with others in a team environment, and be highly self-motivated. Must be proficient in the use of computer word processing, spreadsheets, databases and presentation applications. Some experience in the imagery intelligence domain required. Strong understanding of software upgrades, patch installs, firmware upgrades and testing there in for functionality. Able to coordinate and interface with 3<sup>rd</sup> party maintenance providers. Must be able to read Inter-Connect Diagrams.

**Functional Responsibilities:** Duties will include but are not limited to Configuration Identification (CI): identifying the COTS, GOTS, firmware, custom SW and documentation (CIs) for each system on the program. Configuration status accounting: tracking the operational baseline by system at each site. Configuration audits: conducted by CM personnel on a non-interference basis with production needs. Tracking and maintaining CDRLs, VDDs and other baseline software documentation associated with the systems in the field.

**Minimum Education:** Bachelor's degree in technical field or equivalent experience.

**\$111.27** **Labor Category:** Configuration Management Engineer II

**Minimum/General Experience:** Configuration Management Engineer reviews proposed changes to systems/infrastructure for O&S impacts, prepares large cost impact briefings,



and briefs customers and management of impacts and costs as appropriate. Good communicative skills are essential. Must be able to communicate by phone and in person with customers as well as prepare briefings and provide oral presentations as required. 4-6 years in IT Configuration Management Engineering, Requirement engineering and or related configuration management experience concentrating in the analysis of IT requirements. Strong technical analysis skills. Proven experience in Systems Engineering Lifecycle processes (Acquisition through Decommissioning). Experience in the development of ROM or Total Cost of Ownership (TCO) sustainment cost projections. CM Process knowledge regarding Change Control or Change Management Boards (CMBs/CCBs) Excellent oral and written communication skills. Proficient with Microsoft Office applications and Internet Explorer. A successful candidate's resume will demonstrate positive team skill experience. Must be a self-starter and able to operate independently within a broad scope of authority and with minimal supervision.

**Functional Responsibility:** Technical analysis of proposed Request For Change (RFC), concept briefings, and Engineering Change Proposals (ECPs); Participate in RFC TEMs to represent classified customer and contract O&S concerns; Review materials for support readiness assessment, and attend milestone reviews (DAA, TRR, PSR, ORR, OTR) in an effort to identify O&S impacts as appropriate; Attend configuration management boards and Technical Exchange Meetings (TEMs); Disseminate information to appropriate subject matter experts (SMEs) and solicit comments; Identification and coordination of O&S impacts with Subject Matter Expert/functional domain experts; Facilitate development of Total Cost of Ownership (TCO)/Rough Order of Magnitude (ROM) costing of impacts Early identification of O&S staffing and training impacts so that appropriate RFC/ECP work can be initiated, and staffing and training can be planned; Provide input to other RFCs/ECPs that may impact O&S delivered capabilities; Provide milestone input into the integrated master schedule; Develop NCCB Large Cost Impact Briefings; Support customer and present O&S concerns to classified customer CM; Continuously review development documentation and schedules to ensure O&S requirements are identified, coordinated and costed.

**Minimum Education:** A Bachelor's degree or equivalent experience. Master's degree preferred.

**\$124.66 Labor Category: Configuration Management Engineer III**

**Minimum/General Experience:** Configuration Management Engineer reviews proposed changes to systems/infrastructure for O&S impacts, prepares large cost impact briefings, and briefs customers and management of impacts and costs as appropriate. Good communicative skills are essential. Must be able to communicate by phone and in person with customers as well as prepare briefings and provide oral presentations as required. 8+ years in IT Systems Engineering, Requirement engineering and or related configuration management experience concentrating in the analysis of IT requirements. Strong technical analysis skills. Proven experience in Systems Engineering Lifecycle processes (Acquisition through Decommissioning). Experience in the development of ROM or Total Cost of Ownership (TCO) sustainment cost projections. CM Process knowledge



regarding Change Control or Change Management Boards (CMBs/CCBs) Excellent oral and written communication skills. Proficient with Microsoft Office applications and Internet Explorer. A successful candidate's resume will demonstrate positive team skill experience. Must be a self-starter and able to operate independently within a broad scope of authority and with minimal supervision.

**Functional Responsibility:** Technical analysis of proposed Request For Change (RFC), concept briefings, and Engineering Change Proposals (ECPs); Participate in RFC TEMs to represent classified customer and contract O&S concerns; Review materials for support readiness assessment, and attend milestone reviews (DAA, TRR, PSR, ORR, OTR) in an effort to identify O&S impacts as appropriate; Attend configuration management boards and Technical Exchange Meetings (TEMs); Disseminate information to appropriate subject matter experts (SMEs) and solicit comments; Identification and coordination of O&S impacts with Subject Matter Expert/functional domain experts; Facilitate development of Total Cost of Ownership (TCO)/Rough Order of Magnitude (ROM) costing of impacts Early identification of O&S staffing and training impacts so that appropriate RFC/ECP work can be initiated, and staffing and training can be planned; Provide input to other RFCs/ECPs that may impact O&S delivered capabilities; Provide milestone input into the integrated master schedule; Develop NCCB Large Cost Impact Briefings; Support customer and present O&S concerns to classified customer CM; Continuously review development documentation and schedules to ensure O&S requirements are identified, coordinated and costed.

**Minimum Education:** A Bachelor's degree or equivalent experience. Master's degree preferred.

**\$162.62 Labor Category: Infrastructure Network Engineer III**

**Minimum/General Experience:** 8 years of senior-level experience in IT architecture engineering and systems integration. Must have strong technical writing and oral communication and be knowledgeable of CM processes. Must possess sufficient professional competence to operate independently within a broad scope of authority and with minimal supervision. Must be familiar with a variety of the field's concepts, practices, and procedures to include communications engineering and distributed computing. Relies on extensive experience and judgment to plan and accomplish goals.

**Functional Responsibility:** Functions commonly performed by this position include: Technical assessment of change request and identification of system cost, schedule or infrastructure performance sustainment impacts; documentation and coordination of assessment recommendations to appropriate Configuration Management(CM) and engineering forums; technical participation in engineering review boards and configuration management boards; troubleshooting enterprise-wide infrastructure issues; participating in readiness reviews; supports special projects as directed by the Configuration Management Board(CMB) Chairperson; ensuring conformance with configuration management directives.



**Minimum Education:** Requires a bachelor's degree. Master's or Doctorate preferred.

**\$203.34**      **Labor Category:** Program Manager

**Minimum/General Experience:** The program manager's duties transcend general & administration duties and accomplishes program specific responsibilities unique to the customer or client. Minimum 15 years experience. Strong technical/engineering background.

**Functional Responsibility:** Responsible for the cost, schedule and technical performance of company programs/projects or subsystems of major programs/projects. Directs all phases of programs/projects from inception through completion. Participates in the negotiation of contract and contract changes. Coordinates the preparation of proposals, business plans, proposal work statements and specifications, operating budgets and financial terms/conditions of contract. Acts as primary customer contact for program activities, leading program review sessions with customers to discuss cost, schedule, and technical performance. Establishes design concepts, criteria and engineering efforts for product research, development, integration and test. Develops new business or expands the product line with the customer. Establishes milestones and monitors adherence to master plans and schedules, identifies program problems and obtains solutions, such as allocation of resources or changing contractual specifications. Directs the work of employees assigned to the program/project from technical, manufacturing and administrative areas.

**Minimum Education:** Bachelor's degree in appropriate field required. Master's degree and appropriate certification preferred.

**\$62.12**      **Labor Category:** Associate Software Engineer

**Minimum/General Experience:** 1-2 years experience in remedy background; familiar with general system within workflow management. Knowledge of overall customer service responsibilities with respect to service desk operations and procedures. Strong verbal and written communication skills. Ability to author and revise procedures.

**Functional Responsibility:** Procedure development and refinement to support client Help Desk center, and integration of specialized software packages with other tools within the center to form a solid command and control service center. Engage with technical lead and transition teams to facilitate operational acceptance.

**Minimum Education:** Bachelor's degree or equivalent experience.

**\$151.68**      **Labor Category:** Database Administrator III

**Minimum/General Experience:** 5+ years technical experience in the database administration discipline with at least 2 years experience on a large multi-component



system Unix-based Oracle DBA experience. Familiarity with Oracle 9i, 10g. Familiarity with multi-level security implementations, Oracle Enterprise Management Configuration and Setup, Oracle Repository. Ability to develop and document workarounds. Self motivated, strong communication and interpersonal skills, works well with others in an integrated team environment.

**Functional Responsibility:** Perform Oracle Applications Database Administrator (DBA) duties on production systems. As an Oracle DBA, be responsible for implementation and maintenance activities for Oracle Applications, utilizing the Oracle Release 9i Business suite, and upgrading to the Oracle 10g Business suite.

**Minimum Education:** Bachelors degree in engineering, computer science, computer networking required. Master's or Doctorate degree preferred.

**\$162.62** **Labor Category:** Project Management Professional

**Minimum/General Experience:** In this role, project management entails the creation and implementation of an effective management structure for selected infrastructure projects to ensure projects are adequately managed to meet operational infrastructure requirements, timelines and cost considerations. This position will require staff to be experienced in developing, implementing and managing complex projects in conjunction with government representatives. Experience in IT infrastructure improvements and system implementations are recommended.

**Functional Responsibilities:** Develop and maintain detailed Program Management plan; Develop and maintain detailed Program and Project Overview briefings to include scope, performance, risk and issue, and cost information; Develop and maintain detailed project schedule to include milestones and deliverables; Develop stakeholder management plan; Develop communications plan; Understand and participate in applicable program/project Department of Defense acquisition processes; Ability to understand and actively participate in requirements processes; Facilitate participation of relevant key stakeholders in milestones and deliverable development; Identify relevant metrics in accordance with customer policy direction; Develop and present recommendations on infrastructure implementation implications; Identify and manage program/project risks and dependencies; Assist in preparation of budget and costs proposals (as required); Provide project management and tracking assistance as needed.

**Minimum Education:** Requires a Bachelor's degree. Master's degree preferred with appropriate Project Management certification.



**AUTHORIZED FEDERAL ACQUISITION SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY**

**Special Item No. 132-51 Information Technology Professional Services**

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

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

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

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

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

**BEAKEN SYSTEMS & TECHNOLOGY SOLUTIONS, INC.**  
2000 Connor Court Unit-F  
Bowie , MD 20721  
301 636-6255-Office 301 636-6288-Fax  
[www.beakensolutions.com](http://www.beakensolutions.com)

Contact: Laketta Plater, [lplater@beakensolutions.com](mailto:lplater@beakensolutions.com)

Contract Number: **GS-35F-0184V**  
Period Covered by Contract: **1 February 2009 through 31 January 2014**  
Price List Effective: **1 January 2009**

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification \_\_\_\_\_, dated \_\_\_\_\_.

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



**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

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

---

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**2000 Connor Court Unit-F Bowie, MD 20721**

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

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

**301 636-6255**

**3. LIABILITY FOR INJURY OR DAMAGE**

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



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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 604351127

Block 30: Type of Contractor – Small Disadvantage Business

Block 31: Woman-Owned Small Business - Yes

Block 36: Contractor's Taxpayer Identification Number (TIN): 52-2196394

4a. CAGE Code: 1QVC7

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

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
_____	___ Days
<u>132-51</u>	___ Days

As negotiated by BeaKen and ordering offices

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

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

- a. Prompt Payment: 2 % - 10 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- 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:**

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



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

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

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

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

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.



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

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

**16. GSA ADVANTAGE!**

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

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

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



**17. PURCHASE OF OPEN MARKET ITEMS**

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

None \_\_\_\_\_

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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



**21. CONTRACTOR TEAM ARRANGEMENTS**

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

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

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

**23. SECTION 508 COMPLIANCE.**

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

The EIT standard can be found at: [www.kitware.com](http://www.kitware.com).

**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)**

**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) 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. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### **13. RESUMES**

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

#### **14. INCIDENTAL SUPPORT COSTS**

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

#### **15. APPROVAL OF SUBCONTRACTS**

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

#### **16. DESCRIPTION OF IT SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

