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Authorized Federal Supply Schedule Price List

U.S. General Services Administration (GSA)
Federal Acquisition Service

INFORMATION TECHNOLOGIES PRODUCT SERVICES (SCHEDULE 70)

Contract Number: GS-35F-0195R

Contract Period: December 13, 2009 – December 12, 2014



Contract Holder

FSC Group: 70
FSC Class: R425
Business Size: Small Business

Online 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 for 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.gsa.gov/schedules-ordering>

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BCS, Incorporated Overview

BCS, Incorporated (BCS) is a management consulting firm that specializes in energy and environment, national security, health, and international development. BCS provides its clients a full range of services, including information technology, technical and engineering studies, market and policy analysis, strategic planning and evaluation, and government program support. BCS is widely recognized for its unique ability to deliver the resources and expertise of a large firm, while providing the personalized service, innovation, immediate attention, and high product quality of a small business.

CONTRACT ADMINISTRATOR

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MARKETING AND TECHNICAL POINT OF CONTACT

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

BCS, Incorporated will provide IT professional services to government sector clients under this contract.

Special Item No. 132-51 Information Technology Professional Services

Note: 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.

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

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- 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.

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Contract Number: GS-35F-0195R

Period Covered by Contract: December 13, 2004 – December 12, 2014

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # PA-0006, dated 2/10/2012.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

INFORMATION FOR ORDERING ACTIVITIES

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:

BCS, Incorporated
8920 Stephens Road, Suite 200, Laurel, Maryland 20723

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

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
410-997-7778 ext 269

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: 785621988
Block 30: Type of Contractor - B- Other Small Business

Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 52-1612749

- 4a. CAGE Code: 3BZW6
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132.51	As negotiated between the ordering activity and BCS, Incorporated

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

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

- a. Prompt Payment: 0% -30 days from receipt of invoice or date of acceptance, whichever is later.
Not Applicable
- b. Quantity Not Applicable
- c. Dollar Volume Not Applicable
- d. Government Educational Institutions
Government Educational Institutions are offered the same discounts as all other Government customers
- e. Other Not Applicable

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not Applicable

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology 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 2003)

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

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 52.212-4)

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

No Exceptions

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 receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE.

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:

<http://www.section508.gov/>

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an

endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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 Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – 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 (May 2001) (Deviation 1 – 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 – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional 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 Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

1. Program Manager

General Experience: This position requires a minimum of ten years experience managing the development of complex software/ hardware systems. The Program Manager must have experience coordinating large planning efforts for enterprise software/hardware solutions, responding to diverse groups of stakeholders and users, understanding software integration and technology transfer, developing required documentation and manuals, and developing networks, security, and software. The Program Manager must have demonstrated experience planning and managing multiple contracts. This individual must possess interpersonal and organizational skills, and have experience managing Project Directors and other IT professionals.

Functional Responsibility: The Program Manager is the primary point of contact to the Contracting Officer (CO), the Contracting Officer's Representative (COR), and Chief Information Officer (CIO) and staff for IT-related contracts. The Program Manager is responsible for the performance of each contract, and uses federally approved project and budget tracking systems, such as Earned Value Methodologies (EVM). The Program Manager is responsible for overseeing all aspects of each contract including scope of work, budget, personnel, resources, and deliverables. Responsibilities include ensuring client goals and needs are identified and met.

Minimum Education: Bachelor's degree in Information Technologies or related

2. Project Director

General Experience: This position requires at least six years of experience managing the development of software/ hardware solutions. The Project Director must have experience with state-of-the-art software for developing information systems, integrate systems, and managing steady-state maintenance. The individual must have demonstrated experience supporting software/hardware development projects, documentation, and has used advanced planning and testing tools. Additional, experience would include managing a cross-functional team, responding

quickly to clients, meeting project milestones, and managing project progress. The individual must have at least three years experience with state-of-the-art IT management tools.

Functional Responsibility: The Project Director is responsible for overseeing all administrative and development aspects in each life-cycle phase of a project; ensuring all system documents are developed in a timely manner; managing project tasks and change orders; and making sure the project is delivered on time and within budget. The Project Director is responsible for working with staff, management and the client to develop a project timeline and establish project milestones. Working with the requirements team, the Project Director oversees the requirements analysis process, and serves as an expert on the software/hardware solutions. The Project Director is responsible for overseeing and approving the proposed designs and prototypes, and coordinating with the client for feedback and approval. The Project Director is responsible for monitoring the progress of the assembly phase (programming), which is done through checkpoints established in the project plan. The Project Director is also responsible for managing the quality control process, and performing functional and regression testing, and tests to isolate and resolve infrastructure bottlenecks.

Minimum Education: Bachelor's degree in Information Technologies or related

3. Administrative Support

General Experience: This position requires at least two years experience planning and coordinating testing for software and hardware applications, as well as developing end-user documentation for these applications. The individual must have excellent coordination, planning, and interpersonal skills in order to work with testers and programmers, and speak and write effectively in order to accurately convey the testers and programmers ideas and suggestions. The individual must have experience using Microsoft PowerPoint, Excel, and Word to create flow charts, as well as utilizing various styles and images to demonstrate complex ideas.

Functional Responsibility: Administrative Support is responsible for reviewing test plans to ensure accuracy and ease-of-use for alpha and beta testers; and developing flow diagrams, relational diagrams, presentations, reports, prototypes, and support documents for testing. In addition the Administrative Support person is responsible for documentation, participating in testing applications with programmers during development; assisting in developing comprehensive deployment plans; and assisting in preparing weekly project status reports.

Minimum Education: Associate degree in Information Technology or other related field is required.

4. Subject Matter Expert

General Experience: This position requires a minimum of three years experience in software development and the life-cycle process, and expert knowledge within the field in which the solution is being implemented. The individual must have experience working with a development team to implement hardware and software solutions. In addition, the Subject Matter Expert must have experience working with clients in the initial stages of defining software requirements, and providing real-world knowledge of the subject to the development team.

Functional Responsibility: The Subject Matter Expert is responsible for providing expert knowledge within a technical field; developing application concepts; conveying information to a programming technical team; and monitoring application development. The Subject Matter Expert is responsible for meeting with clients to assess functional uses of the application, identify risks, and develop documentation. The individual is also responsible for interfacing with the technical team to convey the clients' specifications, monitoring the direction of the product during development, and establishing the criteria for test plans.

Minimum Education: Bachelor's degree in Information Technology, Engineering or other quantitative or technical discipline

5. Senior Information Engineer

General Experience: This position requires a minimum of six years experience, including three years of experience leading programming teams. The Senior Information Engineer must be familiar with developing large-scale N-Tier

applications within the life-cycle process, imposing standards and best practices for programming and data security, developing and implementing testing procedures and protocol to ensure system functionality and security, and preparing and executing software deployments. The Senior Information Engineer must have experience resolving complex technical issues using sound solutions that are compatible with the application environment. In addition the individual must have demonstrated expert knowledge of database design, system integration, and several of the following languages: ASP.NET, VB.NET, C#, SQL, VBScript, JavaScript, CSS, Java, C++, C, Visual Basic, and either Oracle or Microsoft SQL.

Functional Responsibility: The Senior Information Engineer is responsible for developing requirements analysis, design and prototypes, and using this information to design user interfaces, and develop middle-tier business objects. In addition the Senior Information Engineer is responsible for designing and implementing database back-ends for enterprise-level Web applications; developing prototypes or wire-frames of business applications from requirements, and configuring IIS Web Server based on functional and security requirements of the application. Also, the individual is responsible for developing testing and code review procedures, and developing user-level documentation and help files. The Senior Information Engineer is also responsible for code deployments and status reports.

Minimum Education: Bachelor's degree in Information Technologies or related field.

6. *Software Engineer*

General Experience: This position requires a minimum of three years experience developing large scale N-Tier applications and supporting documentation within the software development life cycle process. This individual must also possess at least two years experience with any of the following languages: ASP.NET, VB.NET, C#, SQL, VBScript, JavaScript, CSS, Java, C++, C, and Visual Basic. The software engineer must have solid understanding of either the .NET or J2EE platform, be able to develop SQL queries, and have knowledge of operating systems and services for servers that host Web applications. The engineer must demonstrate the ability to adhere to programming standards and best practices, and program security layers for access to the software and data. The Software Engineer must demonstrate the ability to work as part of a team, under general direction, or independently when the need arises.

Functional Responsibility: The Software Engineer is responsible for programming new software applications, implementing upgrades to existing applications, and integrating COTS applications into enterprise systems. The software engineer programs the alpha, beta, and final versions of the software application. During development, the engineer is responsible for developing test procedures and deployment plans. Other responsibilities include providing expertise and support in the design and prototyping phase, including the development of design documentation. The design process includes developing specifications for the required permission system and security layers for the application, determining what features or modules are needed, and illustrating the interaction among the business logic objects. The software engineer is responsible for developing software prototypes that adhere to established system specifications and demonstrate concepts to technical staff, project leaders, and the client.

Minimum Education: Bachelor's degree in Information Technologies or equivalent certifications.

7. *Senior Integration Architect*

General Experience: This position requires a minimum six years experience designing, developing and managing databases for N-Tier applications. The individual must possess experience with DBMS design and system analysis, current operating systems, data manipulation languages, industry-standard databases such as Oracle or Microsoft SQL. The general experience for this position includes designing and developing N-tier systems, managing Active Directories, TCP/IP, routers, bridges, hubs, and implementing security measures on database server and files.

Functional Responsibility: The Senior Integration Architect is responsible for designing and developing complex database systems for N-tier applications; managing the development of database projects; planning and budgeting staff and database resources; designing and implementing Fail-over Strategy using Log Shipping, as well as Replication; writing database scripts, procedures, views, and triggers; and configuring and monitoring database and Server Security; reallocating resources to maximize benefits; preparing and delivering presentations on database management systems (DBMS) concepts; and providing daily supervision and direction to support staff.

Minimum Education: Bachelor's degree in Information Technology, with certifications in one database environment.

8. *Database Analyst*

General Experience: This position requires a minimum of three years experience, of which at least one year must be specialized. The individual must have experience with DBMS design and system analysis, current operating systems, and data manipulation languages. The Database Analyst has experience with industry standard databases, COM+, COM, DCOM required for SQL Server, and N-tier architecture. The Database Analyst has experience with Active Directories, TCP/IP, routers, bridges, hubs, and implementing security measures on database server and files.

Functional Responsibility: The Database Analyst is responsible for developing database management systems; implementing Fail-over Strategy using Log Shipping, as well as Replication; evaluating and recommending available DBMS products to support validated user requirements; defining file organization, indexing methods, and security procedures for specific user applications; writing database scripts, procedures, views, and triggers; and monitoring database and hardware performance and security.

Minimum Education: Bachelor's degree in Information Technology, with certifications in one database environment.

9. *Multimedia Specialist*

General Experience: This position requires four years of experience in multi-media development including interactive animations, non-linear video editing, and 2-D and 3-D animation and modeling. The specialist must have experience working with a variety of media and supporting technology. The Multimedia Specialist must have experience with industry-standard multi-media development tools and languages, such as: Macromedia Flash, Macromedia Director , XML, .NET, JavaScript, and Microsoft SQL.

Functional Responsibility: The multimedia specialist is responsible for designing and developing multi-media applications for computer-based training, Web-based animations and applications, CD-ROMs, and other delivery platforms, as well as, conducting requirements analyses; developing storyboards; designing and prototyping interfaces and back-end architecture; and developing and programming, including the database and communication layers. The Multimedia Specialist is responsible for advising and assisting video and art production staff, editors, vendors, authors, and others, as well as, designing and developing related materials such as workbooks, manuals, and instructor guides.

Minimum Education: Bachelor's degree in Information Technology or related field.

10. *Web Page Programmer*

General Experience: This position requires a minimum of four years experience in design, with two years designing Web sites. The individual will have experience that includes: designing the overall look and feel of a Web site; preparing Web pages for Internet and/or intranet or extranet applications; developing Web sites using HTML and JavaScript; and compression settings for images and graphics used on the Web. General expertise also includes experience with all aspects of Web page development and implementation, and the individual is knowledgeable of the most current HTML standards, specifically 508 compliance.

Functional Responsibility: The Web Page Programmer is responsible for designing Web site interfaces, navigation/site structure, and Web pages, while abiding by current HTML standards and compliances. The Web Page Programmer is responsible for the utilization of Web authoring tools to develop HTML and creating media-rich Web pages. The Web Page Programmer maintains overall look, quality and consistency of Web page format and design.

Minimum Education: Bachelor's degree in Information Technology

11. *Senior Technical Writer/Editor*

General Experience: This position requires a minimum of six years experience as a writer with three years experience writing documentation for Information Technology and computer systems, such as manuals, data dictionaries, system security plans, system operating and performance policies and procedures. The individual must have two years experience managing technical writers. The Senior Technical Writer/Editor is experienced in design and structure of IT documentation, development of technical glossaries, publication layout, use of illustrations to communicate IT system functionality, and translating these technical ideas for multiple audiences. The individual must have experience interacting with U.S. Government Printing Office, and has an understanding of, Federal Information Processing Standards (FIPS 38 105).

Functional Responsibility: The Senior Technical Writer/Editor is responsible for developing document outlines, researches technical information, and translates complex IT concepts into coherent text and graphics. The individual is also responsible for designing and implementing document review and quality control procedures; reviewing and editing final document to make sure information is conveyed with clarity and that the style suits the audience; ensuring that the documents format and technical terminology is consistent with other IT documentation; quality-controlling documents; and ensuring that writers adhere to all IT documentation standards. The Senior Technical Writer/Editor working with the Project Manager, IT programmers, and the client to coordinate and develop required deliverables; managing other Technical Writers and overseeing their efforts in designing IT technical documents, such as test plan procedures, requirements analyses, deployment documentation and user guides for software applications.

Minimum Education: Bachelor's degree in Information Technologies, or a Bachelors in Communications, English, or related writing field with experience

12. *Graphic Artist*

General Experience: This position requires a minimum of two years experience, of which at least one year is specialized in analysis and design of business applications; standard graphics and publications software; government documentation standards; and logos, icons, charts, tables, and other graphics for software applications. The Graphic Artist has experience in all phases of graphic design and implementation, and image compression for the Web.

Functional Responsibility: The Graphic Artist is responsible for overseeing the layout of end-user software documentation; creating cover designs, hand-drawn and computer-generated illustrations; and graphics of tables, charts, logos, icons, images for the application interface, and documentation; using appropriate data compression standards to create documents and Web pages that download quickly; and developing images and identities for software applications. In addition, the Graphic Artist is responsible for designing branding concepts and images for software products, publications and demonstrations.

Minimum Education: Bachelor's degree in Fine Arts, Graphics Design, or other related field.

LABOR CATEGORY RATES

Labor Category	Minimum Education	Min Exp	Year 6 12/13/09- 12/12/10	Year 7 12/13/10- 12/12/11	Year 8 12/13/11- 12/12/12	Year 9 12/13/12- 12/12/13	Year 10 12/13/13- 12/12/14
Program Manager	Bachelors Degree	10	195.05	202.85	\$210.97	\$219.40	\$228.18
Project Director	Bachelors Degree	6	256.82	267.09	\$277.77	\$288.89	\$300.44
Administrative Support	Associate Degree	2	46.83	48.70	\$50.65	\$52.68	\$54.78
Subject Matter Expert	Bachelors Degree	3	58.39	60.73	\$63.16	\$65.69	\$68.31
Senior Information Engineer	Bachelors Degree	6	98.34	102.27	\$106.36	\$110.62	\$115.04
Software Engineer	Bachelors Degree	3	73.51	76.45	\$79.50	\$82.68	\$85.99
Senior Integration Architect	Bachelors Degree	6	179.55	186.73	\$194.20	\$201.97	\$210.05
Database Analyst	Bachelors Degree	3	97.99	101.91	\$105.99	\$110.23	\$114.64
Multimedia Specialist	Bachelors Degree	4	56.51	58.78	\$61.13	\$63.57	\$66.11
Web Page Programmer	Bachelors Degree	4	53.76	55.91	\$58.15	\$60.48	\$62.90
Senior Technical Writer/Editor	Bachelors Degree	6	74.18	77.15	\$80.23	\$83.44	\$86.78
Graphic Artist	Bachelors Degree	2	47.73	49.64	\$51.62	\$53.69	\$55.83

**All rates include IFF*

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

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Ken Green, 410-997-7778 ext 211, kgreen@bcs-hq.com, 410-997-7669** or **James Veres, 410-997-7778 ext 269, jveres@bcs-hq.com, 410-997-7669**.