

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

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

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code 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.

Macro Solutions, Inc.

**2000 North 14th Street, Suite 900
Arlington, VA 22201
703-527-9400 main
703-527-9315 fax**

***Small Business
SBA Certified Small Disadvantaged Business
Women Owned Business***

Contract Number: **GS-35F-0423P**

Period Covered by Contract: **April 6, 2004 – April 6, 2009**

General Services Administration
Federal Supply Service

Pricelist current through Modification # **PO-0003**, dated **May 27, 2005**.

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 Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

The geographic scope of this contract is the 48 contiguous United States of America and the District of Columbia.

2. Contractor's Ordering Address and Payment Information:

Ordering Address:
Macro Solutions, Inc
2000 North 14th Street, Suite 900
Arlington, VA 22202

Payment Address:
Macro Solutions, Inc
2000 North 14th Street, Suite 900
Arlington, VA 22202

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 not 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:

703-527-9400

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: **00-997-6288**

Block 30: Type of Contractor - **Small Business, Small Disadvantaged Business**

Block 31: Woman-Owned Small Business - **Yes**

Block 36: Contractor's Taxpayer Identification Number (TIN): **36-4480652**

4a. CAGE Code: **1YBC2**

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

132-51

DELIVERY TIME (Days ARO)

As negotiated between ordering agency & Macro Solutions, Inc.

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

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 \$100.00.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

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

12. Use of Federal Supply Service Information Information Technology Schedule Contracts in accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services Services; refer to the terms and conditions for SIN 132-51.]

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

a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an

order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

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

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

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

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby

precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

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

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

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

14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual ordering activity policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

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.

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:

Outside the scope of this contract

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

20. Blanket Purchase Agreements (BPAs)

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

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

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

21. Contractor Team Arrangements:

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation:

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

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

23. Section 508 Compliance

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

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.

**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 and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC 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/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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/EC Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

****NOTE TO CONTRACTORS:** The information provided below is designed to assist Contractors in providing complete descriptions and pricing information for the IT/EC Services offered. This language should NOT be printed as part of the Information Technology Schedule Pricelist; instead, Contractors should provide the same type of information as it relates to the IT/EC Services offered under the contract.**

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC 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/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

ERP Labor Category Descriptions

ERP Project Leader 3

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: ERP Project Leaders (3) have at least 7-8 Years of systems implementation professional experience. In addition ERP Project Leaders have specific expertise with ERP software tools such as PeopleSoft, Oracle, SAP, Walker etc. as a consultant or as the employee of a user organization. They must also have experience in the design, development, implementation or usage of this software, be experts in business process reengineering, and possess industry specific knowledge.

Position Description: Experienced with planning, estimating, organizing, staffing, and executing projects. The Project Leader must have four years intensive and progressive experience in supervising and managing substantive application software development or implementation projects. They must have had a management role in the implementation of the ERP applications at one site specifically for at least one-year. The responsibilities of the ERP Project Leader are as follows:

- Organize, direct, and coordinate the planning and production of all the client deliveries within a reasonable span of control and assigned projects,
- Complete task assignments within estimated time frames and budget constraints,
- Schedule and assign duties to subordinates,
- Meet with client personnel, task leaders, and client representatives,
- Formulate and review task assignments and deliverable items,
- Review contractor's task proposals and ensure conformance with the task assignment requirements,
- Provide support to services delivered under the client's contract to ensure to the maximum extent practical that software and related products satisfy the requirements and needs of client organization,
- Actively apply quality assurance measures to the management and performance of the contract.

ERP Systems Analyst 3

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: ERP Systems Analysts (3) must have at least 6-7 Years of professional experience. In addition ERP Systems Analysts have specific expertise with ERP software tools such as PeopleSoft, Oracle, SAP, Walker etc. as a consultant or as the employee of a user organization.

They are experienced in assisting in the planning, estimating, organizing, staffing, and executing projects. They must have had a project leader role in the implementation of the ERP applications at one site specifically for at least one-year and possess subject matter expertise in specific technologies or industries. The responsibilities of the Senior Systems Analyst are as follows:

- Lead large complex projects, with specific timetables and deliverables,
- Organize, direct, and coordinate the planning and production of all the client deliveries within a reasonable span of control and assigned project,
- Complete task assignments within estimated time frames and budget constraints,
- Schedule and assign duties to subordinates,
- Meet with client personnel and assigned functional and technical staff,
- Formulate deliverable items,
- Provide support to services delivered under the contract to ensure to the maximum extent practical that software and related products satisfy the requirements and needs of client organization,
- Actively apply quality assurance measures to the performance of the contract.

ERP Database Access Specialist 2

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: The ERP Database Access Specialist (2) must have at least 4 Years of professional experience. In addition ERP Database Access Specialists have specific expertise with ERP software tools such as PeopleSoft, Oracle, SAP, Walker etc. as a consultant or as the employee of a user organization.

They are experienced in assisting in the planning, estimating, organizing, staffing, and executing projects. The responsibilities of the Database Access Specialist are as follows:

- Assist in large complex projects, with specific timetables and deliverables,
- Complete task assignments within estimated time frames and budget constraints,
- Meet with client personnel and assigned functional and technical staff,
- Execute deliverable items,
- Provide support to services delivered under the contract to ensure to the maximum extent practical that software and related products satisfy the requirements and needs of client organization,
- Actively apply quality assurance measures to the performance of the contract.

ERP Business Analyst 4

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: The ERP Business Analyst (4) must have at least 7 Years of professional experience. In addition ERP Business Analysts have specific expertise with ERP software tools such as PeopleSoft, Oracle, SAP, Walker etc. as a consultant or as the employee of a user organization.

Position Description: ERP Business Analysts are experienced in assisting in the planning, estimating, organizing, staffing, and executing projects. They must have had at least one-years experience with ERP applications and possess subject matter expertise in specific technologies or industries. The responsibilities of the ERP Business Analyst (3) are as follows:

- Manage multiple project teams,
- Analyze data and make recommendations
- Provide subject matter expertise

- Organize, direct, and coordinate the planning and production of all the client deliveries within a reasonable span of control and assigned project,
- Complete task assignments within estimated time frames and budget constraints,
- Meet with client personnel and assigned functional and technical staff,
- Formulate deliverable items,
- Provide support to services delivered under the contract to ensure to the maximum extent practical that software and related products satisfy the requirements and needs of client organization,
- Actively apply quality assurance measures to the performance of the contract.

ERP Programmer/Analyst 4

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: ERP Programmer/Analysts have at least 5 years of professional experience. In addition ERP Programmer/Analysts have specific expertise with ERP software tools such as PeopleSoft, Oracle, SAP, Walker etc. as a consultant or as the employee of a user organization.

Position Description: ERP Programmer/Analysts must have two years intensive and progressive experience in analysis, design, development and implementation of substantive application software development or implementation projects. They must have experience with ERP applications at one site specifically for at least one-year.

The responsibilities of the ERP Programmer/Analyst (4) are as follows:

- Provide input and leadership to project team for project deliveries and assigned tasks,
- Analyze the need for, and develop designs for enhancements to and/or maintenance of the ERP applications
- Participates in all phases of ERP applications implementation with emphasis on the analysis of needs, design of solutions, testing, documentation and acceptance phases,
- Analyze programming requirements; creates, designs, and develops requirements in specified -media; provides program support, tests, debugs, and writes documentation as required,
- Designs databases
- Complete task assignments within estimated time frames and budget constraints,
- Meet with client personnel, functional staff and technical staff,
- Actively apply quality assurance measures to the performance of the contract.

ERP Technical Analyst 4

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: ERP Technical Analysts (4) have at least 5 years of professional experience. In addition ERP Technical Analysts have specific expertise with ERP software tools such as PeopleSoft, Oracle, SAP, Walker etc. as a consultant or as the employee of a user organization.

Position Description: ERP Technical Analysts must have at least one year of intensive and progressive experience in analysis, design, development and implementation of substantive application software development or implementation projects.

- Develop designs for enhancements to and/or maintenance of financial applications,
- Analyze user requirements; creates, designs, and develops requirements in specified –media,
- Performs applications coding and testing for applications
- Develops technical documentation and training materials,
- Create input for client deliveries and assigned tasks,
- Complete task assignments within estimated time frames and budget constraints,

ERP Programmer/Analyst 2

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: ERP Programmer/Analysts (2) have at least 2-21/2 years of professional experience. In addition ERP Associate Programmer/Analysts have specific expertise with ERP software tools such as PeopleSoft, Oracle, SAP, Walker etc. as a consultant or as the employee of a user organization.

Position Description: ERP Programmer/Analyst must have one year intensive and progressive experience in analysis, design, development and implementation of substantive application software development or implementation projects.

The responsibilities of the ERP Programmer/Analyst (2) are as follows:

- Provide input and leadership to project team for project deliveries and assigned tasks,
- Analyze the need for, and develop designs for enhancements to and/or maintenance of the ERP applications
- Participates in all phases of ERP applications implementation with emphasis on the analysis of needs, design of solutions, testing, documentation and acceptance phases,
- Analyze programming requirements; creates, designs, and develops requirements in specified -media; provides program support, tests, debugs, and writes documentation as required,
- Designs databases
- Complete task assignments within estimated time frames and budget constraints,
- Meet with client personnel, functional staff and technical staff,
- Actively apply quality assurance measures to the performance of the contract.

Strategic/Technical (ST) Labor Categories

ST Systems Analyst 5

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: 8 Years of professional experience. A Systems Analyst (5) must have a minimum of 3 years experience with software development, application implementation, or application integration, either with the vendor, as a consultant or as the employee of a user organization.

Position Description: Experienced in assisting in the planning, estimating, organizing, staffing, and executing projects. This position's general experience requirements are above and also the Systems Analyst (5) must have four years intensive and progressive experience in design, development and implementation of substantive application software development or implementation projects.

The Systems Analyst (5) must have a minimum of four years experience in the project's technical environment and position four years experience in an environment of significant analyst work for the implementation or development of software applications.

The responsibilities of the Systems Analyst (5) are as follows:

- Under the Project Manager's or Project Leader's direction, analyzes the need for and develops designs for enhancements to and/or maintenance of the applications,
- Performs application design, documentation and implementation of applications activities,
- Participates in all phases of application implementation with emphasis on the analysis of needs, design of solutions, testing, documentation and acceptance phases
- Analyzes programming requirements; creates, designs, and develops requirements in specified -media; provides program support, tests, debugs, and writes documentation as required,
- Creates input for client deliveries and assigned tasks,
- Completes task assignments within estimated time frames and budget constraints,
- Meets with client personnel, functional staff and technical staff,
- Actively applies quality assurance measures to the performance of the contract

ST Systems Analyst 4

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: 6 Years of professional experience. A Systems Analyst (4) must have a minimum of 3 years experience with software development, application implementation, or application integration, either with the vendor, as a consultant or as the employee of a user organization.

Position Description: Experienced in assisting in the planning, estimating, organizing, staffing, and executing projects. This position's general experience requirements are above and also the Systems Analyst (4) must have four years intensive and progressive experience in design, development and implementation of substantive application software development or implementation projects.

The Systems Analyst (4) must have a minimum of four years experience in the project's technical environment and position four years experience in an environment of significant analyst work for the implementation or development of software applications.

The responsibilities of the Systems Analyst (4) are as follows:

- Under the Project Manager's or Project Leader's direction, analyzes the need for and develops designs for enhancements to and/or maintenance of the applications,

- Performs application design, documentation and implementation of applications activities,
- Participates in all phases of application implementation with emphasis on the analysis of needs, design of solutions, testing, documentation and acceptance phases
- Analyzes programming requirements; creates, designs, and develops requirements in specified -media; provides program support, tests, debugs, and writes documentation as required,
- Creates input for client deliveries and assigned tasks,
- Completes task assignments within estimated time frames and budget constraints,
- Meets with client personnel, functional staff and technical staff,
- Actively applies quality assurance measures to the performance of the contract

ST Systems Analyst 1

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: 3 Years of professional experience. A Systems Analyst (1) must have a minimum of 2 years experience with software development, application implementation, or application integration, either with the vendor, as a consultant or as the employee of a user organization.

Position Description: Experienced in assisting in the planning, estimating, organizing, staffing, and executing projects. This position's general experience requirements are above and also the Systems Analyst (1) must have two years intensive and progressive experience in design, development and implementation of substantive application software development or implementation projects.

The Systems Analyst (1) must have a minimum of two years experience in the project's technical environment and position two years experience in an environment of significant analyst work for the implementation or development of software applications.

The responsibilities of the Systems Analyst (1) are as follows:

- Under the Project Manager's or Project Leader's direction, analyzes the need for and develops designs for enhancements to and/or maintenance of the applications,
- Performs application design, documentation and implementation of applications activities,
- Participates in all phases of application implementation with emphasis on the analysis of needs, design of solutions, testing, documentation and acceptance phases
- Analyzes programming requirements; creates, designs, and develops requirements in specified -media; provides program support, tests, debugs, and writes documentation as required,
- Creates input for client deliveries and assigned tasks,
- Completes task assignments within estimated time frames and budget constraints,
- Meets with client personnel, functional staff and technical staff,
- Actively applies quality assurance measures to the performance of the contract

ST Database Access Specialist 4

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: 7 Years of professional experience. An ST Database Access Specialist (4) must have a minimum of 5 years experience with software development, application implementation, or application integration, either with the vendor, as a consultant or as the employee of a user organization.

Position Description: Experienced in assisting in the planning, estimating, organizing, staffing, and executing projects in a data base environment. The Database Access Specialist (4) must have knowledge of project's database environment procedures related to timing differences, table structure differences, data element field definition differences, data compatibility issues, query access tools, multi-site database integrity, version, and change control. This position requires five years of progressive experience in systems analysis and programming with three years in development and administration of various DBMSS including the project's environment.

The responsibilities of the Database Access Specialist (4) are as follows:

- Under the Project Manager's or Project Leader's direction develop technical enhancements to and/or maintain systems in the selected database environment,
- Participates in the development and management of application databases,
- Creates conceptual and logical data models, logical and physical database designs, and supports application development and end user database access,
- Provides database performance monitoring and tuning, recovery, reorganization , and maintenance,
- Provides data dictionary and end-user training and consults The system development groups
- Performs database technical design, programming, documentation and implementation of applications activities,
- Participates in all phases of database technical programming development with emphasis on the programming, testing, documentation and acceptance phases
- Analyzes programming requirements; creates, designs, and develops requirements in specified -media; provides program support, tests, debugs, and writes documentation as required
- Creates input for client deliveries and assigned tasks,
- Completes task assignments within estimated time frames and budget constraints,
- Meets with client personnel, functional staff and technical staff,
- Actively apply quality assurance measures to the performance of the contract

ST Database Access Specialist 3

Education Requirements: This position also requires a Bachelor's Degree from an accredited college or university.

Minimum Experience Requirements: 5 Years of professional experience. An ST Database Access Specialist (3) must have a minimum of 5 years experience with software development, application implementation, or application integration, either with the vendor, as a consultant or as the employee of a user organization.

Position Description: Experienced in assisting in the planning, estimating, organizing, staffing, and executing projects in a data base environment. The Database Access Specialist (3) must have knowledge of project's database environment procedures related to timing differences, table structure differences, data element field definition differences, data compatibility issues, query access tools, multi-site database integrity, version, and change control. This position requires five years of progressive experience in systems analysis and programming with three years in development and administration of various DBMSS including the project's environment.

The responsibilities of the Database Access Specialist (3) are as follows:

- Under the Project Manager’s or Project Leader’s direction develop technical enhancements to and/or maintain systems in the selected database environment,
- Participates in the development and management of application databases,
- Creates conceptual and logical data models, logical and physical database designs, and supports application development and end user database access,
- Provides database performance monitoring and tuning, recovery, reorganization , and maintenance,
- Provides data dictionary and end-user training and consults The system development groups
- Performs database technical design, programming, documentation and implementation of applications activities,
- Participates in all phases of database technical programming development with emphasis on the programming, testing, documentation and acceptance phases
- Analyzes programming requirements; creates, designs, and develops requirements in specified -media; provides program support, tests, debugs, and writes documentation as required
- Creates input for client deliveries and assigned tasks,
- Completes task assignments within estimated time frames and budget constraints,
- Meets with client personnel, functional staff and technical staff,
- Actively apply quality assurance measures to the performance of the contract

GSA Labor Category Rates

Labor Categories	GSA Rates without IFF \$	GSA Rate with IFF \$
ERP Project Leader 3	\$160.39	\$161.61
ERP Systems Analyst 3	\$144.38	\$145.47
ERP Database Access Specialist 2	\$124.87	\$125.82
ERP Business Analyst 4	\$150.22	\$151.35
ERP Programmer/Analyst 4	\$111.22	\$112.06
ERP Programmer/Analyst 2	\$89.73	\$90.41
ERP Technical Analyst 4	\$103.96	\$104.74
ST Systems Analyst 5	\$138.18	\$139.23
ST Systems Analyst 4	\$131.05	\$132.04
ST Systems Analyst 1	\$97.30	\$98.04
ST Database Access Specialist 4	\$119.33	\$120.23
ST Database Access Specialist 3	\$103.50	\$104.28