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

Special Item No. 132-8 Purchase of New Equipment
Special Item No. 132-50 Training Course
Special Item No. 132-51 Information Technology Professional Services

(Cooperative and Recovery purchasing is acceptable for all Special Item Numbers.)

**SIN 132-8 - PURCHASE OF NEW EQUIPMENT – SUBJECT TO COOPERATIVE
PURCHASING**

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND
SOFTWARE (FPDS Code U012)**

SIN 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 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.

K3 Enterprises, Inc.
504 Cumberland Street, Fayetteville, NC 28301
Phone: (910) 321-8156 Fax: (910) 401-1221
www.k3-enterprises.com

Contract Number: GS-35F-0496U
Period Covered by Contract: 7-16-2008 – 7-15-2018
Pricelist current through Modification #PA-0015, dated 02-18-2015

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

Table of Contents

Information for Ordering Activities Applicable to All Special Item Numbers.....	4
1. Geographic Scope of Contract	4
2. Contractor’s Ordering Address and Payment Information	4
3. Liability for Injury or Damage.....	5
4. Statistical Data for Government Ordering Office Completion of Standard Form 279	5
5. FOB.....	5
6. Delivery Schedule	5
7. Discounts.....	5
8. Trade Agreements Act of 1979, as amended	6
9. Statement Concerning Availability of Export Packing.....	6
10. Small Requirements	6
11. Maximum Order.....	6
12. Ordering Procedures for Federal Supply Schedule Contracts.....	6
13. Federal Information Technology / Telecommunications Standards Requirements	8
13.1 Federal Information Processing Standards Publications (FIPS PUBS)	8
13.2 Federal Telecommunication Standards (FED-STDS).....	8
14. Contractor Tasks / Special Requirements (C-FAS-370) (Nov 2001)	8
15. Contract Administration for Ordering Activities	9
16. GSA Advantage!.....	9
17. Purchase of Open Market Items	10
18. Contractor Commitments, Warranties, and Representations	10
19. Overseas Activities	10
20. Blanket Purchase Agreements (BPAs)	11
21. Contractor Team Arrangements.....	11
22. Installation, Deinstallation, Reinstallation	11
23. Section 508 Compliance	11
24. Prime Contractor Ordering from Federal Supply Schedules	11
25. Insurance—Work on a Government Installation (JAN 1997) (FAR 52.228-5).....	12
26. Software Interoperability	12
27. K3 Enterprises, Inc. Information Technology Special Order Procedures.....	12
Terms and Conditions Applicable to the Purchase of General purpose Commercial Information Technology Equipment (Special Item Number 132-8).....	15
1. Material and Workmanship.....	15
2. Order	15
3. Transportation of Equipment	15
4. Installation and Technical Services.....	15
5. Inspection/Acceptance	16
6. Warranty	16
7. Purchase Price for Ordered Equipment.....	16
8. Responsibilities of the Contractor.....	16
9. Trade-In of Information Technology Equipment.....	16

Terms and Conditions Applicable to Purchase of Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50, 132-50STLOC, 132-50RC).....	17
1. Scope.....	17
2. Order.....	17
3. Time of Delivery.....	17
4. Cancellation and Rescheduling.....	17
5. Follow-Up Support.....	17
6. Price for Training.....	18
7. Invoices and Payment.....	18
8. Forma and Content of Training.....	18
8.1 Basic Civil Information Management (CIM) Training.....	18
8.2 Advanced Civil Information Management (CIM) Training.....	19
8.3 Guardian Senior Leader Seminar.....	19
8.4 Cyber Advanced Support Operations Course.....	20
8.5 Course Price Table.....	20
9. “No Charge” Training.....	20
Terms and Conditionals Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51, 132-51STLOC, 132-RC).....	21
1. Scope.....	21
2. Performance Incentives.....	21
3. Order.....	21
4. Performance of Services.....	21
5. Stop-Work Order (FAR 52.242-15) (AUG 1989).....	22
6. Inspection of Services.....	22
7. Responsibility of the Contractor.....	22
8. Responsibilities of the Ordering Activity.....	23
9. Independent Contractor.....	23
10. Organizational Conflicts of Interest.....	23
11. Invoices.....	23
12. Payments.....	23
13. Resumes.....	24
14. Incidental Support Costs.....	24
15. Approval of Subcontracts.....	24
16. Description of IT Services and Pricing – See Page 17.....	24
IT Professional Services Labor Hour Categories.....	25
Labor Rates Table.....	30
Item Price Table.....	31
USA Commitment to Promote Small Business Participation Procurement Programs.....	32
Preamble.....	32
Commitment.....	32
Best Value Blanket Purchase Agreement Federal Supply Schedule.....	33
Basic Guidelines for Using “Contractor Team Arrangements”.....	35

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract

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

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

Offerors are requested to check one of the following boxes:

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

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

2. Contractor's Ordering Address and Payment Information

Physical Address:	K3 Enterprises, Inc. 504 Cumberland St. Fayetteville, NC 28301	Remit to Address:	K3 Enterprises, Inc. P.O. Box 1659 Fayetteville, NC 28302
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Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: (910) 321-8156.

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 Acquisition Service Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 360917210

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

A. Small Disadvantaged Business

B. Other Small Business

C. Large Business

G. Other Nonprofit Organization

L. Foreign Contractor

1. Block 31: Woman-Owned Small Business - No

2. Block 36: Contractor's Taxpayer Identification Number (TIN): 20-2591962

3. Block 40: A. Service Disabled Veteran Owned Small Business

4a. CAGE Code: 393G2

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

5. FOB

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)
132-8	As specified in Task Orders
132-50, 132-50STLOC, 132-50RC	As specified in Task Orders
132-51, 132-51STLOC, 132-51RC	As specified in Task Orders

b. URGENT REQUIREMENTS: When the Federal Acquisition 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 three (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:

i. 2% - 20 days from receipt of invoice or date of acceptance, whichever is later

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- ii. 3% - 15 days from receipt of invoice or date of acceptance, whichever is later
 - b. Quantity:** May be considered on orders exceeding \$500,000.00
 - c. Government Educational Institutions:** Offered same discount as all other Government customers.

8. Trade Agreements Act of 1979, as amended

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

9. Statement Concerning Availability of Export Packing

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.00 or eight (8) hours of labor.

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 132-8 – Purchase of New Equipment
 - Special Item Number 132-51, 132-51STLOC, 132-51RC - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
 - Special Item Number 132-50, 132-50STLOC, 132-50RC - Training Courses

12. Ordering Procedures for Federal Supply Schedule Contracts

[NOTE: Special ordering procedures have been established for IT professional services priced on GSA schedule at hourly rates; please refer to the terms and conditions for that SIN.]

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 offices 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 with K3 Enterprises, Inc., using the procedures outlined below, the ordering office 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 Government's needs.

a. Order placed at or below the micro-purchase threshold: Ordering offices 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 offices 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

agency's needs. In selecting the supply or service representing the best value, the ordering office may consider:

- 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
- Trade-in considerations
- Probable life of the item selected as compared with that of a comparable item
- Warranty considerations
- Maintenance availability
- Past performance
- 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 office 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 offices shall:

- i. Review additional schedule contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service.
- ii. 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).
- iii. 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 office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, K3 Enterprises, Inc. may:

- 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).
- Offer the lowest price available under the contract.
- 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 offices may use BPAs to establish an account with K3 Enterprises, Inc. 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 offices will find it advantageous to request a price reduction. For example, when the ordering office 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 office 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 agency for a specific order.

f. Small Business: For orders exceeding the micro-purchase threshold, ordering offices 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 agency 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 office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. Federal Information Technology / Telecommunications Standards Requirements

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: National Institute of Standards and Technology (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-FAS-370) (Nov 2001)

a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

c. *Certifications, Licenses, and Accreditations:* As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. *Insurance:* As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. *Personnel:* The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. *Organizational Conflict of Interest:* Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

g. *Documentation/Standards:* The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

h. *Data/Deliverable Requirements:* Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

i. *Government Furnished Property:* As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

j. *Availability of Funds:* Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. Contract Administration for Ordering Activities

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

16. GSA Advantage!

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

- Manufacturer

-
- Manufacturer's Part Number; and
 - 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.FAS.gsa.gov/>.

17. Purchase of Open Market Items

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

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

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

18. Contractor Commitments, Warranties, and Representations

a. For the purpose of this contract, commitments, warranties, and representations include, in addition to those agreed to for the entire schedule contract:

- 1) Time of delivery/installation quotations for individual orders;
- 2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- 3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

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

(NONE)

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical

personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPAs)

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

21. Contractor Team Arrangements

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

22. Installation, Deinstallation, Reinstallation

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

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

23. Section 508 Compliance

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

www.k3-enterprises.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.

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—

- i. For such period as the laws of the State in which this contract is to be performed prescribe; or
- ii. 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. K3 Enterprises, Inc. Information Technology Special Order Procedures

a. Contract Types: Firm Fixed Price (FFP), Time and Materials (T&M), and Fixed Price Level of Effort (FPLOE) orders may be placed under K3 Enterprises, Inc.'s GSA Schedule. All Firm Fixed price orders will contain a Milestone Deliverable Schedule, if approved by the ordering agency. K3 Enterprises, Inc. will invoice the amounts shown on the Schedule upon delivery and acceptance of the stated deliverable items.

b. FFP Payment Terms: For Firm Fixed Price orders with a period of performance exceeding thirty (30) calendar days, K3 Enterprises, Inc. will propose a Milestone Billing Schedule, if acceptable to the ordering agency, based upon the specific delivery dates and deliverable items submitted. K3 Enterprises, Inc. will invoice upon delivery and acceptance of each deliverable item listed on the Milestone Billing Schedule. Payment will be made within thirty (30) calendar days after receipt by the ordering office of a proper invoice.

c. T&M Payment Terms: For T&M services orders with a period of performance exceeding thirty (30) calendar days, K3 Enterprises, Inc. will invoice bi-weekly or monthly for hours worked.

Payment will be made within thirty (30) calendar days after receipt by the ordering office of a proper invoice.

d. FPLOE Payment Terms: For Fixed Price Level of Effort orders with a period of performance exceeding thirty (30) calendar days, K3 Enterprises, Inc. will invoice bi-weekly or monthly for hours worked. All Fixed Price Level of Effort orders will contain a bi-weekly or monthly deliverable item (such as a monthly status report). K3 Enterprises, Inc. will invoice upon delivery and acceptance of each deliverable item and payment will be made within thirty (30) calendar days after receipt by the ordering office of a proper invoice.

e. Prices:

i. K3 Enterprises, Inc. Facilities—All rates contained in the Schedule are based upon work performed within K3 Enterprises, Inc.'s CONUS facilities. It is understood that K3 Enterprises, Inc. will provide the necessary office/work space, normal office supplies, and standard office equipment, i.e., computers, printers, copiers, etc., required to perform the ordered services. Required equipment or supplies that are non-standard items will be acquired by K3 Enterprises, Inc. after authorization by the ordering agency. The agency will pay K3 Enterprises, Inc. for these required items based upon an agreed upon price.

ii. Agency Facilities—When the Government provides facilities for K3 Enterprises, Inc. personnel, it is understood that the agency will provide the necessary office/work space, normal office supplies and all equipment required to perform the services at the agency CONUS site. If necessary equipment or supplies are unavailable, and upon authorization by the agency and set forth in the task order, K3 Enterprises, Inc. will obtain the aforementioned items and the agency will reimburse K3 Enterprises, Inc. on a cost reimbursable basis. The minimum amount of services that may be ordered is 90 continuous days for any single category of labor performed within agency facilities.

iii. Agency CONUS Facility Discount—The K3 Enterprises, Inc. rates shown in the Schedule will be discounted by 2-3% percent if work is to be performed in a Government-provided facility for a continuous period of ninety (90) days or longer. All rates are exclusive of travel charges, overtime, and shift differential, which may apply for hours worked in excess of those specified in item 6 below.

f. Work Performed NON-CONUS: Overseas allowances will be negotiated on an individual task order basis. For NON-CONUS tasks, the minimum amount of services that may be ordered is six (6) months, or temporary travel assignment, if less. All rates are exclusive of travel charges, overtime, shift differential and hardship/hazard/COLA as specified by the state department website http://aoprals.state.gov/content.asp?content_id=184&menu_id=78, which may apply for hours worked in excess of those specified in item 7 below.

g. Working Hours: All services will be performed during the agency's normal prime shift working hours, if services are performed at the agency site. For services performed at a K3 Enterprises, Inc. facility, the normal working hours of the K3 Enterprises, Inc. facility will be observed. Labor rates are based on an eight-hour workday, Monday through Friday, excluding Government holidays, and a 40-hour work week.

h. Terms of Delivery/Performance: Performance of ordered services will begin within thirty (30) calendar days after acceptance of a task order by K3 Enterprises, Inc., unless another start date is agreed to between K3 Enterprises, Inc. and the ordering agency. Completion of FFP orders will be as specified in the Milestone Deliverable Schedule, if approved by the ordering agency.

i. Other Direct Costs: All other direct costs required for the performance of services under T&M orders will be reimbursed by the ordering agency at actual cost, inclusive of K3 Enterprises, Inc.'s applicable burdens. Copies of receipts and other documentation concerning such charges will be maintained by K3 Enterprises, Inc. for audit purposes.

j. Travel: For task orders of any duration requiring periodic local travel to and from a work-site, where the travel originates at the work-site, a mileage charge will be reimbursed by the ordering agency at the current JTR prevailing rate in effect at the time the travel occurs. Copies of receipts and other documentation concerning such charges will be maintained and available for audit. For task orders lasting longer than one year, K3 Enterprises, Inc. and the ordering agency may agree to relocate K3 Enterprises, Inc. personnel to the work location to minimize travel costs. When relocation is offered by K3 Enterprises, Inc. and approved by the ordering agency, relocation costs will be paid at rates not to exceed those authorized by the FAR.

k. Staff Qualifications: Consistent with K3 Enterprises, Inc. hiring practices, experience can be substituted for education and education for experience. Experience, education, and description of duties for the service categories in the schedule are provided as a guideline to the typical background for staff to be provided under individual orders. Resumes will be provided, upon request, prior to assignment of K3 Enterprises, Inc. staff.

l. Government Obligations:

i. Government Furnished Information/Equipment—The Government shall provide to K3 Enterprises, Inc., at no cost, all technical materials, data, information, and equipment necessary for performance as specified in the individual order. The Government shall provide said information/equipment within the time frame set forth in the task order.

ii. Security Clearances—If the ordering agency requires services to be performed by individuals with security clearances, that requirement must be specified in the order when issued. K3 Enterprises, Inc. will use its best efforts to provide persons with the requested clearances. If cleared personnel are not available, however, K3 Enterprises, Inc. will propose personnel for clearance and complete the appropriate forms to apply for the applicable clearances.

iii. Acceptance of Deliverables—The Government must provide K3 Enterprises, Inc. with notice of acceptance or rejection within thirty (30) calendar days from receipt of the deliverable(s) under FFP orders. Acceptance of deliverables shall be assumed unless rejection is received within thirty (30) calendar days.

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. Material and Workmanship

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. Transportation of Equipment

FOB Destination. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. Installation and Technical Services

NOTE: All 132-08 items are normally self-installable.

a. Installation—When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: (N/A)

b. 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 requisitioning 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.

c. Operating and Maintenance Manuals—The Contractor shall furnish the Government with (1) copy of all operating and maintenance manuals that are normally provided with the equipment being purchased.

5. Inspection/Acceptance

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

6. Warranty

a. Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

b. Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

- i. The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the ordering activity accepts the product.
- ii. The Contractor must supply parts and labor required under the warranty provisions free of Charge for 90 days.
- iii. The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the ordering activity facility for the purpose of repairing the product onsite, during the 90-day warranty period.

c. The Contractor warrants and implies that the times delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

7. Purchase Price for Ordered Equipment

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. Trade-In of Information Technology Equipment

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50, 132-50STLOC, 132-50RC)

1. Scope

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agree to by the Contractor and the ordering activity.

2. Order

Written orders, EDI orders (GSA Advantage! TM and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. Time of Delivery

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity. The Contractor will deliver equipment as specified in the Task Order Agreement.

4. Cancellation and Rescheduling

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. Follow-Up Support

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. Price for Training

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. Invoices and Payment

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. Format and Content of Training

a. The Contractor shall provide written materials (e.g. manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

- d. The Contractor shall provide the following information for each training course offered:
- i. The course title and a brief description of the course content, to include the course format (e.g. lecture, discussion, hands-on training);
 - ii. The length of the course;
 - iii. Mandatory and desirable prerequisites for student enrollment;
 - iv. The minimum and maximum number of students per class;
 - v. The locations where the course is offered;
 - vi. Class schedules; and
 - vii. Price (per student, per class (if applicable)).

NOTE: See subsections for specific course content.

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

8.1 Basic Civil Information Management (CIM) Training

- d. The Contractor shall provide the following information for each training course offered:
- i. The course title and a brief description of the course content, to include the course format (e.g. lecture, discussion, hands-on training): Basic Civil Information Management (CIM) using Asymmetrical Software Training
 - ii. The length of the course: two (2) weeks (40 hours)

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- iii. Mandatory and desirable prerequisites for student enrollment: Familiar with Microsoft Office
 - iv. The minimum and maximum number of students per class: Minimum of one (1); maximum of twenty (20)
 - v. The locations where the course is offered: Anywhere appropriately sized for students with internet access
 - vi. Class schedules:
 - Day 1: Data Mining Techniques (e.g., ORION Magic)
 - Day 2-5: Analytical Techniques (Analyst's Notebook)
 - Day 6-10: Mapping Software Tools (ArcTools, Google Earth, Falcon View)
 - vii. Price (per student, per class (if applicable)). See table below

8.2 Advanced Civil Information Management (CIM) Training

- d. The Contractor shall provide the following information for each training course offered:
 - i. The course title and a brief description of the course content, to include the course format (e.g. lecture, discussion, hands-on training): Advanced Civil Information Management (CIM) using Asymmetrical Software Training
 - ii. The length of the course: two (2) weeks (40 hours)
 - iii. Mandatory and desirable prerequisites for student enrollment: Familiar with Microsoft Office
 - iv. The minimum and maximum number of students per class: Minimum of one (1); maximum of twenty (20)
 - v. The locations where the course is offered: Anywhere appropriately sized for students with internet access
 - vi. Class schedules:
 - Day 1: Advanced Data Mining Techniques
 - Day 2-4: Analytical Techniques
 - Day 5-8: Specific Mapping Software Tools
 - Day 9-10: Practical Application through real world scenarios
 - vii. Price (per student, per class (if applicable)). See table below

8.3 Guardian Senior Leader Seminar

- d. The Contractor shall provide the following information for each training course offered:
 - i. The course title and a brief description of the course content, to include the course format (e.g. lecture, discussion, hands-on training): The Guardian Senior Leader Seminar brings leadership and workforce together to develop a common understanding of the emerging cyber threat landscape. The Guardian seminar arms participants with the knowledge to recognize the latest threats in the digital world and work through strategies to monitor and deal with them.
 - ii. The length of the course: 1 day (8 hours)
 - iii. Mandatory and desirable prerequisites for student enrollment: None
 - iv. The minimum and maximum number of students per class: Minimum of one (1); maximum of seven (7)
 - v. The locations where the course is offered: Primarily at Contractor site, or at customer location as requested.
 - vi. Class schedules: The overall terminal learning objective for this one-day class is to equip participants with a greater understanding of and ability to act upon the nuances of the cyber security domain. Different focus topics may be customized based on a) the customer objectives, b) the size of the class, and c) the learning needs of the participants.
 - vii. Price (per student, per class (if applicable)). See table below

8.4 Cyber Advanced Support Operations Course

- d. The Contractor shall provide the following information for each training course offered:
- i. The course title and a brief description of the course content, to include the course format (e.g. lecture, discussion, hands-on training): The Cyber Advanced Support Operations (CASO) course provides national security personnel with advanced techniques, tradecraft, and augmenting tools for understanding and managing information within the cyber domain. CASO is a holistic, tool-agnostic cyber training program that enables organizations to execute missions successfully and with confidence. Additionally, CASO features a variety of lecture, discussion, and hands-on training.
 - ii. The length of the course: 2 weeks (10 business days / 80 hours)
 - iii. Mandatory and desirable prerequisites for student enrollment: None
 - iv. The minimum and maximum number of students per class: Minimum of one (1); maximum of fourteen (14)
 - v. The locations where the course is offered: Primarily at Contractor site, or at customer location as requested.
 - vi. Class schedules: CASO focuses on Force Protection, Identity Management, OPSEC, and Digital Operational Preparation of the Environment (D-OPE). Each course is thematically tailored for current missions, and may be modified based on a) the customer objectives, b) the size of the class, and c) the learning needs of the participants.
 - vii. Price (per student, per class (if applicable)). See table below

8.5 Course Price Table

Ref. Sec.	Course Title	Length	Max Number of Students	Price
8.1	Basic Civil Information Management	2 week course	Per 20 Students	\$24,900
8.2	Advanced Civil Information Management	2 week course	Per 20 Students	\$24,900
8.3	Guardian Senior Leadership Seminar	1 day	Per 7 Students	\$4,950
8.4	Cyber Advanced Support Operations	2 week course	Per 14 Students	\$94,275

9. “No Charge” Training

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

(NONE)

TERMS AND CONDITIONALS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51, 132-51STLOC, 132-RC)

1. Scope

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. Performance Incentives

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. Order

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. Performance of Services

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/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-

- i. Cancel the stop-work order; or
- ii. 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-

- i. 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
- ii. 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. Responsibility of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. Responsibilities of the Ordering Activity

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

9. Independent Contractor

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

10. Organizational Conflicts of Interest

a. Definitions.

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

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

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

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

11. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for IT/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-material 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 16.60(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 offer or must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offer or must specify whether the fixed hourly rate for each labor category applies to labor performed by –

- i. The offer or;
- ii. Subcontractors; and/or
- iii. Divisions, subsidiaries, or affiliates of the offer or 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 cost will be negotiated separately with the orders in activity in accordance with the guidelines set forth in the FAR.

15. Approval of Subcontracts

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

16. Description of IT Services and Pricing – See Page 17

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of the 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, and structure and management practice4s.

Functional Responsibility: Guide4s users in formulating requirements, advise alternative approaches, and conduct feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science.

IT PROFESSIONAL SERVICES LABOR HOUR CATEGORIES

1. Commercial Job Title: Program Manager I

Minimum/ General Experience: Two (2) years of specialized experience

Functional Responsibility: Acts as the single focal point for planning and executing task orders awarded; the primary point of contact for the customer; oversees all work and takes corrective action as necessary to ensure project success; manages staff, budget, prioritization, and other contract or personnel matters; and may also serve as the technical lead.

Minimum Education: Bachelor's degree in the project's functional area

2. Commercial Job Title: Project Manager III

Minimum/ General Experience: Ten (10) years of specialized experience

Functional Responsibility: Organizes, directs, and coordinates planning and execution of program/technical support activities; establishes and alters (as necessary) management structure to effectively direct program/technical support activities; and meets and confers with Government management officials regarding the status of specific Contractor program/technical activities and problems, issues or conflicts requiring resolution.

Minimum Education: Bachelor's degree in the project's functional area

3. Commercial Job Title: Program Manager IV

Minimum/ General Experience: Fifteen (15) years of specialized experience

Functional Responsibility: Organizes, directs, and coordinates planning and execution of program/technical support activities; establishes and alters (as necessary) management structure to effectively direct program/technical support activities; and meets and confers with Government management officials regarding the status of specific Contractor program/technical activities and problems, issues or conflicts requiring resolution.

Minimum Education: Bachelor's degree in the project's functional area

4. Commercial Job Title: Project Controller/ Analyst IV

Minimum/ General Experience: Three (3) years' experience in a related technical/functional area

Functional Responsibility: The Senior Systems Analyst will analyze related functional/technical/requirements; must possess an in-depth knowledge of specific management principles and processes; requires analytical skills and management techniques for assessing program development and/or execution; must have the ability to recommend solutions and oversee completion of projects; and must demonstrate the ability to communicate effectively both orally and in writing.

Minimum Education: Bachelor's degree in a related field

5. Commercial Job Title: Subject Matter Expert II

Minimum/ General Experience: Twelve (12) years of generalized and specialized experience in training, tactics, procedures, and training technology design, development and implementation

Functional Responsibility: Acts as a consultant to the project organization to provide technical expertise and guidance for significantly complex client problems; and provides consulting to agency heads, directors, and senior managers on process improvement efforts, to include giving lectures, speeches, writing technology studies and concepts.

Minimum Education: Bachelor's degree in a related field

6. Commercial Job Title: Subject Matter Expert III

Minimum/ General Experience: Fourteen (14) years of generalized and specialized experience in training, tactics, procedures, and training technology design, development and implementation

Functional Responsibility: Acts as a consultant to the project organization to provide technical expertise and guidance for significantly complex client problems; and provides consulting to agency heads, directors, and senior managers on process improvement efforts, to include giving lectures, speeches, writing technology studies and concepts.

Minimum Education: Bachelor's degree in a related field

7. Commercial Job Title: Engineer I

Minimum/ General Experience: Two (2) years of experience

Functional Responsibility: Prepares plans and specifications for projects; and prepares material take-off to support sales proposals; prepares the final as-built packages.

Minimum Education: Bachelor's Degree in related discipline

8. Commercial Job Title: Engineer III

Minimum/ General Experience: Five (5) years of experience related to the installation of building communications and data systems

Functional Responsibility: Prepares plans and specifications for projects; and prepares material take-off to support sales proposals; prepares the final as-built packages.

Minimum Education: Bachelor's Degree in related discipline or Engineering Technician or equivalent

9. Commercial Job Title: Engineer IV

Minimum/ General Experience: Eight (8) years of experience related to the installation of building communications and data systems

Functional Responsibility: Prepares plans and specifications for projects; and prepares material take-off to support sales proposals; prepares the final as-built packages.

Minimum Education: Bachelor's Degree in related discipline or Engineering Technician or equivalent

10. Commercial Job Title: Systems Engineer II

Minimum/ General Experience: Five (5) years' experience

Functional Responsibility: Provides technical expertise and program support of K3 functions including: Basic and applied research and development; understanding of emerging technologies; analysis and documentation of technology shortfalls; assessment of users' technology needs; Commercial technology evaluation and assessment and transition/insertion; commercialization; CONOPS development; product oriented research and development, prototyping, development, improvement, and transition insertion; technology prototyping, studies and analysis including requirements identification; support for technology and system specific prototypes and prototype assessment evaluation; technology development roadmap preparation, requirements analysis, transition and insertion support ; and support of user support site visits.

Minimum Education: Bachelor's Degree in applicable technical discipline

11. Commercial Job Title: Systems Engineer III

Minimum/ General Experience: Ten (10) years' experience

Functional Responsibility: Provides technical expertise and program support of K3 functions including: Basic and applied research and development; understanding of emerging technologies; analysis and documentation of technology shortfalls; assessment of users' technology needs; Commercial technology evaluation and assessment and transition/insertion; commercialization; CONOPS development; product oriented research and development, prototyping, development, improvement, and transition insertion; technology prototyping, studies and analysis including requirements identification; support for technology and system specific prototypes and prototype assessment evaluation; technology development roadmap preparation, requirements analysis, transition and insertion support ; and support of user support site visits.

Minimum Education: Bachelor's Degree in applicable technical discipline

12. Commercial Job Title: Network Engineer III

Minimum/ General Experience: Six (6) years of experience

Functional Responsibility: Designs, engineers, integrates, installs, configures, and certifies network components and systems to meet complex integration requirements; knowledge of installing, configuring, integrating, and testing hubs/concentrators, bridges, routers, servers, gateways, network switching devices, and/or multiplexed information systems and command and control systems; proficient in configuring Microsoft, Novel, Banyan, or similar system or network software products; thorough knowledge of network and computer security practices, processes, and procedures; experienced in practical application of physical security, personnel security, administrative security and other processes that effect network/system security; ability to identify and assess network/system security risks and recommend solutions; Proficient in data communication protocols and standards including IEEE 802.3, Token Ring, AppleTalk and TCP/IP; able to analyze capabilities and deficiencies in existing networks; able to analyze devices and components from multiple vendors and identify devices that best satisfy customer goals and objectives;

excellent oral and written communication skills; and experience presenting alternatives and justifying recommendations.

Minimum Education: Bachelor's degree in engineering or computer science discipline or a Microsoft System Engineer, Cisco Certified Engineer or Novel Certified Network Engineer

13. Commercial Job Title: Software Engineer II

Minimum/ General Experience: Four (4) years of experience

Functional Responsibility: Designs, integrates, installs, configures, and certifies software components to meet complex integration requirements; knowledge of installing, configuring, integrating, and testing software; proficient in configuring Microsoft, Novel, Banyan, or similar software products; thorough knowledge of network and computer security practices, processes, and procedures; proficient in data communication protocols and standards including IEEE 802.3, Token Ring, AppleTalk and TCP/IP; able to analyze capabilities and deficiencies in existing software; excellent oral and written communication skills; and experience presenting alternatives and justifying recommendations.

Minimum Education: Bachelor's degree in engineering or computer science discipline or a Microsoft System Engineer, Cisco Certified Engineer or Novel Certified Network Engineer

14. Commercial Job Title: System Analyst I

Minimum/ General Experience: Two (2) years specialized experience

Functional Responsibility: Assists in the analysis and development of computer software; participates in the development of plans for automated information systems from project inception to conclusion; analyzes user interfaces, maintains hardware and software performance tuning, analyzes workload and computer usage, maintains interfaces with outside systems, analyzes downtimes, analyzes proposed system modifications, upgrades and new COTS products; and works with programmers to ensure proper implementation of program and system specifications.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, or other related discipline

15. Commercial Job Title: System Analyst III

Minimum/ General Experience: Four (4) years specialized experience

Functional Responsibility: Performs software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules; and prepares milestone status reports.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, or other related discipline

16. Commercial Job Title: Computer Programmer I

Minimum/ General Experience: Three (3) years of specialized experience

Functional Responsibility: Under general direction, develops and maintains data processing applications which meet customer business needs; and codes, tests, and implements computer programs in developmental and maintenance modes, monitors application performance and performs run time improvement functions, prepares system documentation, and demonstrates ability to code and test computer programs.

Minimum Education: Bachelor's degree in computer science, engineering, or related discipline

17. Commercial Job Title: Quality Assurance Specialist I

Minimum/ General Experience: Three (3) years of experience

Functional Responsibility: Technical competence in establishing and maintaining a process for evaluating software and associated documentation; determining the resources required for quality control; maintaining the level of quality throughout the software lifecycle; and conducting formal and informal reviews at pre-determined points throughout the development lifecycle.

Minimum Education: Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline.

18. Commercial Job Title: Technical Specialist I

Minimum/ General Experience: Two (2) years of specialized experience

Functional Responsibility: Plans, installs, monitors, and tests internal cable plants to ensure that the end customer's network performs according to specifications and demonstrates knowledge of imaging hardware, software, and systems integration; may oversee daily network operations, configurations, resource utilization, and perform systems capacity planning/analysis; assists in planning and conversion for new hardware and software products; provides technical capability for the implementation of physical and logical communication and network solutions; participates in the design of solutions for the customer's voice, data, and image communications requirements; and follows complex work prints and schematics to install entire network structures and, if applicable, experienced in Electronic Document Processing software program development, testing, and implementation and experience installing Imaging, Graphics Processing, and Electronic Document Storage software products.

Minimum Education: Associate's degree or Certificate in applicable technical discipline

19. Commercial Job Title: Technical Specialist III

Minimum/ General Experience: Four (4) years of specialized experience

Functional Responsibility: Plans, installs, monitors, and tests internal cable plants to ensure that the end customer's network performs according to specifications and demonstrates knowledge of imaging hardware, software, and systems integration; may oversee daily network operations, configurations, resource utilization, and perform systems capacity planning/analysis; assists in planning and conversion for new hardware and software products; provides technical capability for the implementation of physical and logical communication and network solutions; participates in the design of solutions for the customer's voice, data, and image communications requirements; and follows complex work prints and schematics to install entire network structures and, if applicable, experienced in Electronic Document Processing software program development, testing, and implementation and experience installing Imaging, Graphics Processing, and Electronic Document Storage software products.

Minimum Education: Bachelor's degree or Certificate in applicable technical discipline

20. Commercial Job Title: Technical Writer III

Minimum/ General Experience: Two (2) years of specialized experience in technical writing for IT-related projects

Functional Responsibility: Under general direction, reviews and revises documents, proposals, graphics, and other written materials; responsible for overall document organization, consistency, clarity, and accuracy; revises text and recommends revisions in scope, format, and content to ensure conformance with established standards; interfaces with management team and customer to establish document specifications; verifies typed manuscripts for omissions of material, typed errors, and adherence to documentation preparation standards; writes, edits, and prepares graphic presentations of technical information for both technical and non-technical personnel; and assists in the preparations of outlines and project calendars; rewrites or modifies text as necessary and performs final quality assurance for end-product materials.

Minimum Education: Bachelor's degree

21. Commercial Job Title: Administrative Assistant III

Minimum/ General Experience: Five (5) years of experience

Functional Responsibility: Supports the project manager/ organization with generalized office support such as word processing, receptionist, filing, and meeting and travel reservations; and provides word processing, receptionist, meeting scheduling, travel reservations, filing, reproduction and similar project support.

Minimum Education: High school diploma.

22. Commercial Job Title: Training Specialist I

Minimum/ General Experience: Six (6) years of experience

Functional Responsibility: Develops instructor lead and computer based training; involved in all phases of courseware development and presentation; responsible for completing the analysis, design and development phases of the Instructional Systems Design (ISD) model; identifies customer training requirements, establishes student knowledge level, creates training objectives, writes the plans of instruction and course outline; and reviews lesson plans, validation criteria, and evaluates the delivery phase of training.

Minimum Education: Bachelor's degree in related field

23. Commercial Job Title: Training Specialist III

Minimum/ General Experience: Ten (10) years of experience

Functional Responsibility: Develops instructor lead and computer based training; involved in all phases of courseware development and presentation; responsible for completing the analysis, design and development phases of the Instructional Systems Design (ISD) model. Identifies customer training requirements, establishes student

knowledge level, creates training objectives, writes the plans of instruction and course outline; reviews lesson plans, validation criteria, and evaluates the delivery phase of training.

Minimum Education: Bachelor's degree in related field

24. Commercial Job Title: Training Specialist IV

Minimum/ General Experience: Twelve (12) years of experience

Functional Responsibility: Develops instructor lead and computer based training; involved in all phases of courseware development and presentation; responsible for completing the analysis, design and development phases of the Instructional Systems Design (ISD) model; identifies customer training requirements, establishes student knowledge level, creates training objectives, writes the plans of instruction and course outline; and reviews lesson plans, validation criteria, and evaluates the delivery phase of training.

Minimum Education: Bachelor's degree in related field

25. Commercial Job Title: Training Specialist V

Minimum/ General Experience: Fifteen (15) years of experience

Functional Responsibility: Develops instructor lead and computer based training; involved in all phases of courseware development and presentation; responsible for completing the analysis, design and development phases of the Instructional Systems Design (ISD) model; identifies customer training requirements, establishes student knowledge level, creates training objectives, writes the plans of instruction and course outline; and reviews lesson plans, validation criteria, and evaluates the delivery phase of training.

Minimum Education: Master's degree in related field

26. Commercial Job Title: Training Specialist VI

Minimum/ General Experience: Eighteen (18) years of experience

Functional Responsibility: Develops instructor lead and computer based training; involved in all phases of courseware development and presentation; responsible for completing the analysis, design and development phases of the Instructional Systems Design (ISD) model; identifies customer training requirements, establishes student knowledge level, creates training objectives, writes the plans of instruction and course outline; and reviews lesson plans, validation criteria, and evaluates the delivery phase of training.

Minimum Education: Master's degree in related field

LABOR RATES TABLE

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Program Manager I	\$107.63	\$111.40	\$115.30	\$119.33	\$123.51	\$125.61	\$127.74	\$129.91	\$132.12	\$134.37
Program Manager III	\$157.64	\$163.16	\$168.87	\$174.78	\$180.90	\$183.97	\$187.10	\$190.28	\$193.51	\$196.80
Program Manager IV	\$161.93	\$167.60	\$173.46	\$179.53	\$185.82	\$188.98	\$192.19	\$195.46	\$198.78	\$202.16
Project Controller/ Analyst IV	\$85.28	\$88.26	\$91.35	\$94.55	\$97.86	\$99.52	\$101.22	\$102.94	\$104.69	\$106.47
Subject Matter Expert II	\$123.43	\$127.75	\$132.22	\$136.85	\$141.64	\$144.05	\$146.50	\$148.99	\$151.52	\$154.09
Subject Matter Expert III	\$157.64	\$163.16	\$168.87	\$174.78	\$180.90	\$183.97	\$187.10	\$190.28	\$193.51	\$196.80
Engineer I	\$86.45	\$89.48	\$92.61	\$95.85	\$99.20	\$100.89	\$102.60	\$104.35	\$106.12	\$107.93
Engineer III	\$133.30	\$137.97	\$142.79	\$147.79	\$152.96	\$155.57	\$158.21	\$160.90	\$163.63	\$166.42
Engineer IV	\$137.30	\$142.11	\$147.08	\$152.23	\$157.55	\$160.23	\$162.96	\$165.73	\$168.54	\$171.41
Systems Engineer II	\$131.32	\$135.92	\$140.67	\$145.60	\$150.69	\$153.25	\$155.86	\$158.51	\$161.20	\$163.94
Systems Engineer III	\$133.30	\$137.97	\$142.79	\$147.79	\$152.96	\$155.57	\$158.21	\$160.90	\$163.63	\$166.42
Network Engineer III	\$137.30	\$142.11	\$147.08	\$152.23	\$157.55	\$160.23	\$162.96	\$165.73	\$168.54	\$171.41
Software Engineer II	\$98.74	\$102.20	\$105.77	\$109.47	\$113.31	\$115.23	\$117.19	\$119.18	\$121.21	\$123.27
System Analyst I	\$127.13	\$131.58	\$136.18	\$140.95	\$145.88	\$148.36	\$150.89	\$153.45	\$156.06	\$158.71
System Analyst III	\$137.30	\$142.11	\$147.08	\$152.23	\$157.55	\$160.23	\$162.96	\$165.73	\$168.54	\$171.41
Computer Programmer I	\$86.45	\$89.48	\$92.61	\$95.85	\$99.20	\$100.89	\$102.60	\$104.35	\$106.12	\$107.93
Quality Assurance Specialist I	\$61.02	\$63.16	\$65.37	\$67.65	\$70.02	\$71.21	\$72.42	\$73.65	\$74.91	\$76.18
Technical Specialist I	\$48.38	\$50.07	\$51.83	\$53.64	\$55.52	\$56.46	\$57.42	\$58.40	\$59.39	\$60.40
Technical Specialist III	\$76.03	\$78.69	\$81.45	\$84.30	\$87.25	\$88.73	\$90.24	\$91.77	\$93.33	\$94.92
Technical Writer III	\$48.82	\$50.53	\$52.30	\$54.13	\$56.02	\$56.97	\$57.94	\$58.93	\$59.93	\$60.95
Administrative Assistant III	\$48.38	\$50.07	\$51.83	\$53.64	\$55.52	\$56.46	\$57.42	\$58.40	\$59.39	\$60.40
Training Specialist I	\$61.02	\$63.16	\$65.37	\$67.65	\$70.02	\$71.21	\$72.42	\$73.65	\$74.91	\$76.18
Training Specialist III	\$71.09	\$73.58	\$76.15	\$78.82	\$81.58	\$82.96	\$84.37	\$85.81	\$87.27	\$88.75
Training Specialist IV	\$78.99	\$81.75	\$84.62	\$87.58	\$90.64	\$92.18	\$93.75	\$95.34	\$96.97	\$98.61
Training Specialist V	\$98.74	\$102.20	\$105.77	\$109.47	\$113.31	\$115.23	\$117.19	\$119.18	\$121.21	\$123.27
Training Specialist VI	\$123.43	\$127.75	\$132.22	\$136.85	\$141.64	\$144.05	\$146.50	\$148.99	\$151.52	\$154.09

Notes:

1. All offer pricing includes the .75% IFF
2. Based on I-FAS-969 Economic Pricing Adjustment and supported by Employment Cost Index Table 4 supports an annual fixed escalator of 3.5% for the years 2-5 of this contract.
3. All prices include a Top Secret Clearance.
4. Administrative Assistant III can only be sold in support of an IT Labor Category Title, listed above.
5. Based on U. S. Department of Labor Bureau of Labor Statistics Consumer Price Index that supports an annual fixed escalator of 1.7% for the years 6-10 on this contract.

ITEM PRICE TABLE

Item Number	Nomenclature	Commercial Price (MRSP)	GSA Price
MTT-150-A	Automated Mobile Tower Control System (Qty 1)	\$149,880.00	\$ 141,196.78
MTT-150-A (1)	Automated Mobile Tower Control System (Qty 2-5)	\$143,884.80	\$ 135,548.90
MTT-150-A (2)	Automated Mobile Tower Control System (Qty 6-10)	\$140,887.20	\$ 132,724.97
MTT-150-A (3)	Automated Mobile Tower Control System (Qty 11-25)	\$137,889.60	\$ 129,901.03
MTT-150-A (4)	Automated Mobile Tower Control System (Qty 26+)	\$134,892.00	\$ 127,077.10
MTT-150-A-09	MTT-150 Automated Control System (Qty 1)	\$62,500.00	\$ 58,879.09
MTT-150-A-09 (1)	MTT-150 Automated Control System (Qty 2-5)	\$60,000.00	\$ 56,523.93
MTT-150-A-09 (2)	MTT-150 Automated Control System (Qty 6-10)	\$58,750.00	\$ 55,346.35
MTT-150-A-09 (3)	MTT-150 Automated Control System (Qty 11-25)	\$57,500.00	\$ 54,168.77
MTT-150-A-09 (4)	MTT-150 Automated Control System (Qty 26+)	\$56,250.00	\$ 52,991.18
MTT-150-A-10	Ejector with 150 Foot Mast (Qty 1)	\$37,000.00	\$ 35,087.09
MTT-150-A-10 (1)	Ejector with 150 Foot Mast (Qty 2-5)	\$35,520.00	\$ 33,683.61
MTT-150-A-10 (2)	Ejector with 150 Foot Mast (Qty 6-10)	\$34,780.00	\$ 32,981.87
MTT-150-A-10 (3)	Ejector with 150 Foot Mast (Qty 11-25)	\$34,040.00	\$ 32,280.12
MTT-150-A-10 (4)	Ejector with 150 Foot Mast (Qty 26+)	\$33,300.00	\$ 31,578.38
MTT-150-A-11-A	Trailer, Tactical with Mounting Platform (Qty 1)	\$28,500.00	\$ 27,171.91
MTT-150-A-11-A (1)	Trailer, Tactical with Mounting Platform (Qty 2-5)	\$27,360.00	\$ 26,085.04
MTT-150-A-11-A (2)	Trailer, Tactical with Mounting Platform (Qty 6-10)	\$26,790.00	\$ 25,541.60
MTT-150-A-11-A (3)	Trailer, Tactical with Mounting Platform (Qty 11-25)	\$26,220.00	\$ 24,998.16
MTT-150-A-11-A (4)	Trailer, Tactical with Mounting Platform (Qty 26+)	\$25,650.00	\$ 24,454.72
MTT-150-A-01	Anchor Set (Sand , Clay And Rock) (Qty 1)	\$500.00	\$ 476.70
MTT-150-A-01 (1)	Anchor Set (Sand , Clay And Rock) (Qty 2-5)	\$480.00	\$ 457.63
MTT-150-A-01 (2)	Anchor Set (Sand , Clay And Rock) (Qty 6-10)	\$470.00	\$ 448.10
MTT-150-A-01 (3)	Anchor Set (Sand , Clay And Rock) (Qty 11-25)	\$460.00	\$ 438.56
MTT-150-A-01 (4)	Anchor Set (Sand , Clay And Rock) (Qty 26+)	\$450.00	\$ 429.03
MTT-150-A-02	Anchor Setter, Electric (Hammer) (Qty 1)	\$1,950.00	\$ 1,829.29
MTT-150-A-02 (1)	Anchor Setter, Electric (Hammer) (Qty 2-5)	\$1,872.00	\$ 1,756.12
MTT-150-A-02 (2)	Anchor Setter, Electric (Hammer) (Qty 6-10)	\$1,833.00	\$ 1,719.53
MTT-150-A-02 (3)	Anchor Setter, Electric (Hammer) (Qty 11-25)	\$1,794.00	\$ 1,682.95
MTT-150-A-02 (4)	Anchor Setter, Electric (Hammer) (Qty 26+)	\$1,755.00	\$ 1,646.36
MTT-150-A-03	Anchor Setter, Electric, Screw Type (Qty 1)	\$1,250.00	\$ 1,172.62
MTT-150-A-03 (1)	Anchor Setter, Electric, Screw Type (Qty 2-5)	\$1,200.00	\$ 1,125.72
MTT-150-A-03 (2)	Anchor Setter, Electric, Screw Type (Qty 6-10)	\$1,175.00	\$ 1,102.27
MTT-150-A-03 (3)	Anchor Setter, Electric, Screw Type (Qty 11-25)	\$1,150.00	\$ 1,078.81
MTT-150-A-03 (4)	Anchor Setter, Electric, Screw Type (Qty 26+)	\$1,125.00	\$ 1,055.36
MTT-150-A-04	Electrical Conversion Kit To Switch To 24 Volt Dc (Qty 1)	\$7,500.00	\$ 7,037.15
MTT-150-A-04 (1)	Electrical Conversion Kit To Switch To 24 Volt Dc (Qty 2-5)	\$7,200.00	\$ 6,755.67
MTT-150-A-04 (2)	Electrical Conversion Kit To Switch To 24 Volt Dc (Qty 6-10)	\$7,050.00	\$ 6,614.92
MTT-150-A-04 (3)	Electrical Conversion Kit To Switch To 24 Volt Dc (Qty 11-25)	\$6,900.00	\$ 6,474.18
MTT-150-A-04 (4)	Electrical Conversion Kit To Switch To 24 Volt Dc (Qty 26+)	\$6,750.00	\$ 6,333.44

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

Preamble

K3 Enterprises, Inc. 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 demonstrates our support for awarding contracts and subcontracts to small business concerns.

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

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

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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 **Art Berger, Phone: (910) 321-8156, E-mail: gsa@k3-enterprises.com Fax: (910) 401-1221.**

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT BPA NUMBER _____

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 customer's 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.