

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

Special Item Numbers - 132-51: Information Technology Professional Services

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 D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing Services (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FPDS Code W070

SIN 132-34 – MAINTENANCE OF SOFTWARE

FPDS Code W070

Notes:

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.
2. 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.
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 performed by the publisher or manufacturer or one of their authorized agents.



**Macfadden & Associates, Inc.
8403 Colesville Road
Silver Spring Metro Plaza 2, STE 280
Silver Spring, MD 20910
(301) 588-5900 / FAX (301) 588-0390
www.macf.com**

Contract Number: **GS-35F-0599J**

Period Covered by Contract: **07/19/99 – 7/18/09**

General Services Administration - Federal Supply Service

Pricelist current through Refresh #20 and Modification #PO16 Dated 14 September 2007

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

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

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.

This price list is applicable to the following:

- 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.

2. Contractor's Ordering Address and Payment Information:

Macfadden & Associates, Inc.
8403 Colesville Road
Silver Spring Metro Plaza 2
Suite 280
Silver Spring, MD 20910
(301) 588-5900 / FAX (301) 588-0380
Attention: Kim Chemerika, VP Contracts

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral and written delivery orders. Government purchase cards **will** be

acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

Kim Chemerika, VP Contracts
Direct: 301-588-5900 x124

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **#60932134-4**

Block 30: Type of Contractor – **SMALL DISADVANTAGED BUSINESS**

Block 31: Woman-Owned Small Business – **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **#52-1642695**

4a. CAGE Code: **OXMW7**

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

5. FOB Destination

6. DELIVERY SCHEDULE

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

as agreed to by Customer and Contractor

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

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

- a. Prompt Payment: **1% - 10 days** from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **Same as all other Government Customers**
- e. Other: **None**

8. TRADE AGREEMENTS ACT OF 1979; AS AMENDED

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

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Not Available

10. **SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is **\$100**.

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

Special Item Number 132-51 – Information Technology (IT) Professional Services

The maximum dollar value per order for all IT Professional services will be \$500,000.

12. **USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.** In accordance with FAR 8.404:

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

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

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

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

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

(7) Environmental and energy efficiency considerations.

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

Review additional Schedule Contractors'

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

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

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

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

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

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

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION

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

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

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentations/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 purposed can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering office 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 office 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

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.

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:

Overseas terms and conditions applicable only to the Newly Independent States (NIS) of the Former Soviet Union (FSU), or Eurasia.

Upon request of the Contractor, the Ordering Activity may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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 the contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

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

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and

generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, 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

Section 508 compliance information on the supplies and services in this contract are available by contacting:

Russell Hall
Chief Executive Officer
301-588-5900
301-588-0390 FAX
rhall@macf.com

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

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

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe;
or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**TERMS AND CONDITIONS APPLICABLE TO, PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34)
OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE****1. Inspection/Acceptance**

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

2. Guarantee/Warranty

a. Unless specified otherwise, the Contractor makes no additional warranties of any kind with regards to the products resold under this agreement. All warranties are hereby expressly disclaims to the maximum extent permitted by law, all warranties express or implied including those of merchantability, fitness for use, and/or fitness for a particular purpose. Additional warranties provided by the manufacturer may apply but shall not be binding upon Alamo City Engineering Services, Inc. within the contemplation of this agreement.

b. **Limitation of Liability.** Except as otherwise provided by separate agreement, the Contractor shall not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in items accepted under this agreement.

3. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support for the purpose of providing user assistance and guidance in the implementation of the software.

Phone:

Monday through Friday
503.276.7663 or Toll-free in North America at 866.897.8776

Hours:

Pacific 6:00am to 6:00pm PST/PDT

Central 8:00am to 8:00pm CST/CDT

Eastern 9:00am to 9:00pm EST/EDT

Email: support@tripwire.com

4. Software Maintenance

a. Software maintenance service shall include the following:

Normal updates and configuration maintenance activities as appropriate for the items purchased or recommended by the manufacturer.

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

5. Periods of Maintenance (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for or maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of the maintenance will be required if the maintenance is to be continued during the subsequent period.

6. Conversion From Term License To Perpetual License

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to N/A of all term license payments during the period that the software was under a term license within the ordering activity.

7. Term License Cessation

a. After a software product has been on a continuous term license for a period of N/A months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the

specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

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

8. Utilization Limitations - (132-33, And 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

9. Software Conversions - (132-33)

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

10. Descriptions And Equipment Compatibility

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

11. Right-To-Copy Pricing

The Contractor shall insert the discounted pricing for right-to-copy licenses. N/A

MacFadden Pricing for Synergy Software is listed below on page 15.



SIN	MFR	Product Codes	Product Description	GSA Price	Warranty/ Origin
Synergy: Core DAD (Development Assistance Database)					
132-33	Synergy	DAD-SL	Software License	\$ 22,812.30	6 Months USA
132-34	Synergy	DAD-NACIT	Needs Assessment, Customization, Installation and Training	\$ 55,188.00	6 Months USA
132-34	Synergy	DAD-MTS	Annual Maintenance and Technical Support (15%)	\$ 11,699.10	6 Months USA
		DAD-MTS-T	TOTAL PRICE FOR CORE DAD (Development Assistant Database)	\$ 89,699.40	
Synergy: Core DAD Extension Module- Web Portal					
132-33	Synergy	DADWP-SL	Software License	\$ 5,660.55	6 Months USA
132-34	Synergy	DADWP-NACIT	Needs Assessment, Customization, Installation and Training	\$ 34,360.20	6 Months USA
132-34	Synergy	DADWP-MTS	Annual Maintenance and Technical Support (15%)	included	6 Months USA
		DADWP-MTS-T	TOTAL PRICE FOR CORE DAD EXTENSION MODULE - WEB PORTAL	\$ 40,020.75	
Synergy: Core DAD Extension Module- Dashboard					
132-33	Synergy	DADD-SL	Software License	\$ 5,660.55	6 Months USA
132-34	Synergy	DADD-NACIT	Needs Assessment, Customization, Installation and Training	\$ 22,453.20	6 Months USA
132-34	Synergy	DADD-MTS	Annual Maintenance and Technical Support (15%)	Included	6 Months USA
		DADD-MTS-T	TOTAL PRICE FOR CORE DAD EXTENSION MODULE - DASHBOARD	\$ 28,113.75	
Synergy IDM (Intelligent Data Manager) Series					
132-33	Synergy	IDM-5.5E-LF	IDM 5.5 Enterprise Edition License Fee per Server unlimited use + 1 year annual maintenance (20% of license fee)	\$ 54,748.39	6 Months USA
132-33	Synergy	IDM-5E-LF	IDM 5.0 Enterprise Edition License Fee per Server unlimited use + 1 year annual maintenance (15% of license fee)	\$ 52,466.40	6 Months USA
132-33	Synergy	IDM-3E-LF	IDM Portal 3.0 Enterprise Edition (unlimited use) + 1 year annual maintenance (15% of license fee)	\$ 39,316.73	6 Months USA
132-33	Synergy	IDM-3I-LF	IDM Portal 3.0 Intraprise Edition License Fee per Server (limited to internal use only)	\$ 26,157.60	6 Months USA
132-33	Synergy	IDM-POSE-L	IDM Portal Open Source Edition (GNU License)		
132-34	Synergy	IDM-5.5E-AM	Annual Maintenance for IDM 5.5 Enterprise Edition	\$ 9,124.73	6 Months USA
132-34	Synergy	IDM-5E-AM	Annual Maintenance for IDM 5.0 Enterprise Edition	\$ 6,843.55	6 Months USA
132-34	Synergy	IDM-3E-AM	Annual Maintenance for IDM Portal 3.0 Enterprise Edition	\$ 5,127.57	6 Months USA
132-34	Synergy	IDM -3I- AM	Annual Maintenance and Technical Support - 3.0 Intra	\$ 3,402.95	6 Months USA

**TERMS AND CONDITIONS APPLICABLE TO
INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

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

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

2. PERFORMANCE INCENTIVES

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

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

c. Incentives should be designed to relate results achieved by the contractor to specific 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. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3)..

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall -

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the

minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall –

(1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and any trade-offs made in making the selection.

4. 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.

5. PERFORMANCE OF SERVICES

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the

Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

7. 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.

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. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

9. 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.

10. 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.

11. 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.

12. INVOICES

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

13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

14. RESUMES

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

15. INCIDENTAL SUPPORT COSTS

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

16. 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.

17. DESCRIPTION OF THE IT SERVICES AND PRICING

Macfadden & Associates, Inc. is a successful graduate of the SBA's 8(a) program with over 16 years of experience applying information technology solutions to efficiently transition organizations into the future. Our areas of expertise include:

- Internet/Intranet Services
 - Web Site Design
 - Information Dissemination
 - Systems Security

- Information Engineering
 - Business Process Reengineering
 - IT Strategic Planning
 - Information Architecture Development

- Program Support
 - Management Consulting
 - Acquisition Support
 - Technology Assessment
 - Cost-Benefit/Economic Analysis
 - Independent Validation and Verification
 - Year 2000 Management

- Software Development
 - Full Software Development Life Cycle
 - Client/Server System Development
 - Web-Enabled System Development
 - Integration/Testing/Quality Assurance

- Data Management
 - Database Design/Development
 - Data Warehousing/Data Mining
 - Quality Assurance
 - Data Administration Support

- System Integration
 - Network Design/Installation/Management
 - Office Automation
 - COTS Integration
 - Help Desk Operations

Labor Category Levels and Descriptions

For the positions described below, rates are available for both on- and off-site at the Expert, Intermediate, and Associate skill levels. Experience will be in the area related to each specific delivery order. The following descriptions define these three skill levels:

Expert Level:	Operates with a wide latitude of unreviewed action. Plans, conducts, and supervises projects of major significance which necessitates advanced related knowledge. Ten or more years of related professional experience with at least two at the expert level. Two additional years of experience may be substituted for each year of college.
Intermediate Level:	Incumbent acts independently or under general direction. Plans and conducts projects in the intermediate to difficult range which requires substantial related knowledge. A minimum of six years of related experience with at least two years at the Intermediate level. Two additional years of experience may be substituted for each year of college.
Associate Level:	Work is performed under supervision of a senior or project leader. Incumbent carries out assignments associated with projects, and translates guidance received from leader into usable data applicable to the particular assignment. Work assignments are varied and require some originality and ingenuity. Where applicable, two additional years of experience may be substituted for each year of college.

The description of job titles is as follows:

Commercial Job Title: Project Manager/Director

Minimum/General Experience: Eight or more years of progressive IT project direction and administration. Shall have proven experience in providing overall technical, marketing, customer relations, and personnel management direction of a major project or several smaller projects to ensure timely and cost effective accomplishment of contractual commitments. Must have demonstrated successful management of information system contracts.

Functional Responsibility: Oversees and manages the daily project activities, ensuring operational, contractual, and technical efficiencies as primary goals. Supplies technical advice and counsel to other professionals. Operates with wide latitude for unreviewed action.

Minimum Education: Bachelors Degree in Business and/or Computer-Related Field. An additional three years of experience may be substituted for a Bachelors Degree.

Commercial Job Title: Acquisition Support Specialist

Minimum/General Experience: Five or more years of professional experience with at least three in acquisition support for IT services. Provides assistance in the development and preparation of specific procurement actions that include the following. Facilitates preparation of Requirements Analysis documents in support of procurement requirements to establish procurement authority. Helps prepare Agency Procurement Requests (APR) and assist in resolution of issues in order to obtain the Delegated Procurement Authority (DPA). Supports services. Helps prepare outlines of requirements related to specific procurements. Produces market surveys, compiles equipment capabilities and performance assessment studies. Assist in the preparation of justifications for required IT hardware and software.

Analyzes and interprets technical requirements and helps develop statements of work that include mandatory specifications required for the procurement of equipment, software, and services. Uses the applicable regulations and forms to help produce the documents required by the GSA or other Government agencies for procurement actions. Acts as technical coordinator between technical and contracting staff. Evaluates vendor questions and assists in the preparation of responses. Facilitates preparation of the Commerce Business Daily (CBD) announcements and updates the GSA Advantage notices. Helps during development of evaluation criteria and prepares checklists and guidelines for evaluation of compliance with mandatory specifications.

Functional Responsibility: Identifies, develops, and produces required documents and follows through with the milestones related to the acquisition strategy. Developed familiarity with all Government acquisition regulations and processes related to the preparation of documents required by GSA. Proficient in IT technology and capable of performing as a liaison between GSA or other Government agencies, Technical Experts, and Vendor representatives.

Minimum Education: Equivalent of or Bachelor's Degree in Computer Science or other technology-related field.

Commercial Job Title: IT Resource Utilization/Cost Analyst

Minimum/General Experience: Two years of experience in providing assistance with the design and documentation of a methodology, which will be utilized to produce resource usage rates.

Functional Responsibility: Designs and documents usage rate methodologies.

Minimum Education: Equivalent of or Bachelor's Degree in Accounting or a technology-related field with training in cost analysis.

Commercial Job Title: Integration Specialist

Minimum/General Experience: Five or more years of professional experience, with at least two in dealing with the identification of requirements to successfully integrate various hardware, software, networks (both LAN and WAN), and peripheral problems.

Functional Responsibility: Plans and supports integration efforts of the GSA or other Government agencies. The Integration Specialist will have the ability to successfully integrate various Hardware, Software, Networks and peripheral configurations. Supplies technical advice and counsel to other professionals and GSA or other Government agencies, as required.

Minimum Education: Bachelor's Degree, or equivalent, in Computer Science or other technology-related field with training in systems integration.

Commercial Job Title: System Performance Specialist

Minimum/General Experience: Five years of professional experience, with at least three with responsibility for the formulation of performance studies of complex operating and applications systems. Provides IT systems projection analysis and design verification to assure optimum usage across all platforms. Assists in the performance of transition planning and reacquisition studies. Supplies technical advice and counsel to other professionals.

Functional Responsibility: Plans and supports the performance objectives of the GSA or other Government agencies. The System Performance Specialist will have the ability to successfully analyze various hardware, software, networks, and peripheral inter-workings to assure optimum performance. Supplies technical advice and counsel to other professionals and client management as required.

Minimum Education: Bachelor's Degree, or equivalent, in Computer Science or other technology-related field.

Commercial Job Title: System Security Specialist

Minimum/General Experience: Five years of professional experience, with at least three with the security responsibility for identifying those necessary controls and procedures to cost-effectively protect information systems assets from intentional or inadvertent modification, disclosure, or destruction. Provides guidance and recommendations for the physical protection of information system assets. Provides reports regarding effectiveness of data security and makes suggestions regarding adoption of new procedures and/or software.

Functional Responsibility: Plans, implements, and supports IT security issues. The Systems Security Specialist will have the ability to plan and design IT security systems. Supplies technical advice and counsel to other professionals and client management as required.

Minimum Education: Bachelor's Degree, or equivalent, in a technology-related field with specific training or certification in systems security.

Commercial Job Title: Programming Support Specialist

Minimum/General Experience: Five years of professional experience, with at least two in programming support and assisting in formulating and defining application systems scope and objectives. Devises or modifies procedures to solve complex problems concerning computer equipment capacity and limitations, operating time and form of desired results. The Programming Support Specialist is responsible for program design, coding, testing, debugging, and documentation; has full technical knowledge of all phases of application programming. The specialist makes recommendations and presentations to other professionals and client management to determine specific goals and objectives.

Functional Responsibility: Supports client computer application design and performance objectives. The Programming Support Specialist will have the ability to successfully design, code, test, debug, and document application program systems. Supplies technical advice and counsel to other professionals and client management as required.

Minimum Education: Bachelor's Degree, or equivalent, in Computer Science or other technology-related field, with specific training in programming support.

Commercial Job Title: Cabling Support Specialist

Minimum/General Experience: Two years of experience in IT cabling support, with the responsibility for cost-effective cable plant design, along with installation and maintenance. Will provide troubleshooting procedures and recommendations for correction of the most general reoccurring problems. Has full technical knowledge of all phases of cabling support for information technology. Will make recommendations and presentations to other professionals and client management regarding cabling requirements. Confers with other client staff and management to determine specific goals with objectives.

Functional Responsibility: Supports information technology cabling objectives of the client and will have ability to successfully design, install, and maintain a complex cabling plant. Supplies technical advice and counsel to other staff and client management as required.

Minimum Education: Two years of experience in cabling support and cost-effective plant design.

Commercial Job Title: Operations Support Specialist

Minimum/General Experience: Five years of professional experience, with at least three in client operations support. The Operations Support Specialist is responsible for

production of reports and briefings relating to effective operation of the mainframe, mini and peripheral information systems equipment. Produces studies identifying the best mix of peripheral usage, batch and online jobs to achieve the maximum job throughout. Has full technical knowledge of all phases of operations. Will make recommendations and presentations to other professionals and client management regarding mainframe, mini and peripheral operations. Confers with other client staff and management to determine specific goals and objectives.

Functional Responsibility: Supports IT operations objectives of the client and has the ability to successfully analyze IT operations and put findings in report or presentation formats. Supplies technical advice and counsel to other staff and client management as required.

Minimum Education: Bachelor's Degree, or equivalent, in Computer Science or other technology-related field.

Commercial Job Title: Functional Area Specialist

Minimum/General Experience: Ten or more years of professional experience, with at least five in the area for which the person is being proposed. Designs and develops configurations and presentations that detail solutions and meet technical requirements. Interfaces with client staff to coordinate requirements and prepare reports. Confers with and provides advice on administrative procedures, technical problems, cost comparisons, and implementation methodology.

Functional Responsibility: Assists in the development of strategic and tactical plans for information technology and their implementation. Confers with and provides general advice on procedures, problems, comparisons, and implementation methodology in various functional areas. Confers with client professionals and management to determine goals and objectives of functional areas and how they relate to the client organization as a whole. Provides reports detailing all aspects of the functional areas, including customers, services, resources, and technologies.

Minimum Education: Bachelor's Degree, or equivalent, in Computer Science or other technology-related field.

Commercial Job Title: Business Process Re-Engineering Specialist

Minimum/General Experience: Ten or more years of professional experience, with at least five in business process re-engineering (BPR). Can demonstrate use of BPR tools on actual projects; and is able to describe projects where he/she implemented BPR based on results stemming from an examination of a client's strategic and business plans.

Functional Responsibility: In the field of information technology, must have the ability to prepare process models, using tools, to identify throughout, bottlenecks, delays, and wait times; ability to model revised process and streamline/optimize the

process through work flow simplification, work elimination, work consolidation, automation, new skills, and responsibilities.

Minimum Education: Bachelor's Degree, or equivalent, in Computer Science or other technology-related field.

Commercial Job Title: Administrative Support Specialist

Minimum/General Experience: Two years of experience in administrative support and analysis. Provides support in the areas of analysis of systems discrepancies, technical meetings, requirements collection and analysis, image processing, Email support and analysis, document maintenance and production. Has broad range of administrative support functions knowledge. Will interface with client staff and management and has ability to make recommendations and presentations to other staff and client management. Confers with other client staff and management to determine specific goals and objectives.

Functional Responsibility: Supports client IT administrative areas and has the ability to analyze IT functional areas and put findings in report or presentation formats.

Minimum Education: Equivalent of Associate Degree in Business with strong administrative skills.

MACFADDEN SERVICES PRICE TABLES BY LABOR CATEGORIES

<u>LABOR CATEGORY</u>	<u>LEVEL</u>	<u>CLIENT SITE RATES</u>	<u>Macfadden SITE RATES</u>
Project Manager		\$94.50	\$121.50
BPR Specialist	Expert	\$90.18	\$112.29
	Intermediate	\$72.51	\$93.23
	Associate	\$40.96	\$52.67
Acquisition Support Specialist	Expert	\$82.69	\$106.32
	Intermediate	\$62.39	\$80.20
	Associate	\$46.75	\$60.11
IT Resource Utilization/Cost Analyst	Expert	\$76.70	\$98.60
	Intermediate	\$56.76	\$72.97
	Associate	\$43.76	\$56.27
Integration Specialist	Expert	\$85.08	\$109.40
	Intermediate	\$64.44	\$82.83
	Associate	\$28.14	\$35.29
System Performance Specialist	Expert	\$75.13	\$96.59
	Intermediate	\$59.48	\$76.48
	Associate	\$45.27	\$56.79
Systems Security Specialist	Expert	\$73.64	\$94.66
	Intermediate	\$59.41	\$76.39
	Associate	\$42.72	\$54.93
Programming Support	Expert	\$61.03	\$78.43
	Intermediate	\$48.81	\$62.73
	Associate	\$34.67	\$40.53
Cabling Support	Expert	\$46.22	\$60.92
	Intermediate	\$37.18	\$47.78
	Associate	\$27.74	\$35.21
Operations Support	Expert	\$72.40	\$93.08
	Intermediate	\$59.82	\$76.90
	Associate	\$29.94	\$40.69
Administrative Support	Expert	\$47.37	\$61.91
	Intermediate	\$32.77	\$39.37
	Associate	\$24.83	\$34.43
Functional Area Consultant	Expert	\$94.50	\$121.50
	Intermediate	\$78.44	\$100.85
	Associate	\$56.73	\$72.95

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Macfadden & Associates, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

Russell Hall, Chief Executive Officer
Telephone: (301) 588-5900
E-mail: rhall@macf.com
Fax: (301) 588-0390

BPA NUMBER _____

(CUSTOMER NAME)**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) **GS-35F-05099J**, Blanket Purchase Agreements, Macfadden & Associates, Inc. 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 SCHEDULE/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.