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

Special Item No. 132-51 Information Technology Professional Services

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

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

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

USmax Corporation
382 Gambrills Road
Gambrills, Maryland 21054
410-729-3100 (Phone)/410-689-0360 (Fax)
www.usmax.com

Contract Number: GS-35F-0620U

Period Covered by Contract: 09/29/2008 through 09/28/2013

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # PS-0004, dated December 12, 2012

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.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 Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) 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:

[**X**] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

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

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

(410) 729-3100 or (703) 424-7800

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: **014974096**
Block 30: Type of Contractor: **Small Disadvantaged Business**
Block 31: Woman-Owned Small Business - **No**
Block 37: Contractor's Taxpayer Identification Number (TIN): **52-1939581**
Block 40: Veteran Owned Small Business (VOSB): **No**

4a. CAGE Code: **1QK65**

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	**To be negotiated between USmax and ordering activity at the time the order is placed.**

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

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

a. Prompt Payment: **0**% - **0** days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity -- **N/A**

c. Dollar Volume -- **N/A**

d. Other Special Discounts (i.e. Government Education Discounts, etc.) -- **N/A**

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 of orders to be issued is $**100**.

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

a. The Maximum Order for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 132-51 - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

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

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

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

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

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

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

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

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

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

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

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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:

Not applicable

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 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes ___**X**

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): **http://www.usmax.com/508-compliance**

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

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

*******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

1. SCOPE

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

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

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

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

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

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

3. ORDER

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

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

4. PERFORMANCE OF SERVICES

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

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

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

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established

Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. DESCRIPTION OF IT 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 D316 IT Network Management Services
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

b. PRICING FOR IT SERVICES

LABOR CATEGORY	HOURLY GSA RATES
Functional Expert I	$178.33
Program Manager	$136.62
Project Manager	$133.84
Systems Engineer I	$88.21
Software Engineer II	$89.57
Software Engineer III	$134.45
Network Engineer II	$71.78
Network Engineer III	$133.04
Functional Analyst I	$57.93
Functional Analyst II	$75.56

Functional Analyst III	$144.27
Information Management Analyst I	$95.34
Information Management Analyst II	$110.39
Network/System Administrator III	$144.27
Help Desk Specialist I	$47.96
Help Desk Specialist II	$54.41
Help Desk Specialist III	$57.93
Computer Systems Analyst II	$75.56
Information Security Specialist III	$167.35
Technical Writer I	$65.23
Technical Writer II	$88.99
Graphics/Design Specialist I	$43.93
Graphics/Design Specialist II	$68.31
Database Adminstrator	$88.41
Sr. Database Adminstrator	$113.34

LABOR CATEGORY DESCRIPTIONS

MAX-001 Functional Expert I (BA/BS+10 yrs)

Minimum/General Experience: Generally this requires ten years of general experience in information systems, including six years of specialized experience providing state-of-the-art solutions in the information technology (or, if the particular area of expertise is new state-of-the-art technology, the specialized experience may be less than six years and more consistent with the age of the technology). Must be a recognized expert in the technology being addressed.

Functional Responsibility: Provide expert, independent services and leadership in specialized technical areas. Provides expertise on an as-needed basis to all task assignments. Provides expert advice and assistance in state-of-the-art software/hardware. Coordinates with contractor management and Government personnel to ensure that the problem has been properly defined and that the solution will satisfy the Government's requirement.

MAX-005 Program Manager (BA/BS+10 yrs)

Minimum/General Experience: Must have at least ten years' experience, of which at least six years must be specialized. Specialized experience includes: complete engineering project development from inception to deployment, demonstrated ability to provide guidance and direction in the tasks similar to the sample tasks provided in the statement of work, proven expertise in the management and control of funds and resources, demonstrated capability in managing multitask contracts of this type and complexity. General experience includes increasing responsibilities in information systems design and management.

Functional Responsibility: Serves as the contractor's contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), the Contracting Officer's Representative (COR), government management personnel and customer agency representatives. Responsible for formulating and enforcing

work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for the overall contract performance and shall not serve in any other capacity. Ability to manage and ensure the successful completion multiple technical tasks in assigned program(s).

MAX-006 Project Manager (BS/BA +5 years)

Minimum/General Experience: Must have at least 5 years' experience, of which at least 2 years must be specialized. Specialized experience includes: complete engineering project development from inception to deployment, demonstrated ability to provide guidance and direction in the tasks similar to the sample tasks provided in the statement of work, proven expertise in the management and control of funds and resources, demonstrated capability in managing and leading a project . General experience includes increasing responsibilities in information systems design and management. Individuals may directly meet minimum/general experience requirements stated or possess an equivalent combination of education, training and professional work experience that provides the required knowledge and skills.

Functional Responsibility: Serves as the contractor's project lead/contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), the Contracting Officer's Representative (COR), government management personnel and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for the overall contract performance and shall not serve in any other capacity. Ability to manage and ensure the successful completion multiple technical tasks in assigned project(s).

MAX-007 Systems Engineer I (BA/BS+3 yrs)

Minimum/General Experience: Must have three years' experience of which at least one year must be specialized. Specialized experience includes: analytically solving workflows, organization, and/or planning problems. General experience includes increasing responsibilities in systems engineering.

Functional Responsibility: Designs software tools and subsystems to support software reuse and domain analysis. Interprets software requirements and design specifications to code, and integrates and tests software components.

MAX-011 Software Engineer II (BA/BS+5 yrs)

Minimum/General Experience: Requires at least five years' directly related experience in the design, writing, and testing of computer programs or database development. Also requires comprehensive knowledge of the principles, practices, and procedures used in all phases of full life cycle applications and systems development, engineering, programming, and analysis

Functional Responsibility: Participates in all phases of software operating systems and software application programs engineering, including design, analysis, and modeling at a highly technical level; Performs software operating systems and application engineering, including full life cycle application systems design and development; assesses system architecture and hardware limitations; defines and selects new concepts and approaches for the design, development, and implementation of software engineering applications; defines complex design specifications and parameters; resolves complex hardware/software compatibility and interface design considerations; performs requirements acquisition and definition and data analysis; directs research on emerging technologies to determine impacts on application execution; performs systems modeling; may perform database analysis, design, implementation, and testing; writes, modifies, and maintains technical documentation and specifications such as user manuals, system documentation, and training materials; performs integration testing and support of various computer operating and/or

network systems; troubleshoots and provides customer support for software operating systems and application issues; analyzes and documents client needs and requirements; serves as liaison with clients, participates in meetings to ensure client needs are met and may make client presentations; may serve as task or team lead, exercising leadership in either a technical role training other software engineers and implementing and enforcing established standards and technologies, or in a project coordination role leading tasks and assuming responsibility for the design, development, test and delivery of a software system or application;

MAX-012 Software Engineer III (BA/BS+10 yrs)

Minimum/General Experience: Requires at least ten years' directly related experience in the design, writing, and testing of computer programs or database development, with two or more years experience in software operating systems architecture. Also requires expert knowledge of the principles, practices, and procedures used in all phases of full life cycle applications and systems development, engineering, programming, and analysis at a highly technical level.

Functional Responsibility: Participates in all phases of software operating systems and software application programs engineering, including design, analysis, and modeling at an expert level; establishes state-of-the-art techniques for designing, developing, modifying and troubleshooting highly complex software operating systems and applications architectures; defines complex design specifications and parameters; identifies and directs resolution of complex hardware/software interface issues; can serve as a subject matter expert on emerging technologies; directs the development of systems specifications and technical documentation; may serve as project lead, either working independently in a technical role in field of specialization, or providing work leadership with management or supervisory responsibility for the group.

MAX-014 Network Engineer II (BA/BS+5 yrs)

Minimum/General Experience: Must have at least five years' related network design/administration experience. Also requires knowledge of the principles, methods, and techniques used in network administration and engineering plus knowledge of and ability to use relevant hardware, software and other equipment. Certification in specific applications may be required, depending on job assignment

Functional Responsibility: Analyzes local and wide area network systems, including planning, designing, evaluating, selecting, and upgrading operating systems and protocol suites and configuring communication media with concentrators, bridges, and other devices; resolves interoperability problems to obtain operations across all platforms including email, file transfer, multimedia, teleconferencing, and the like; configures systems to user requirements; supports the acquisition of hardware and software as well as subcontractor services as needed; performs various tests and documents results; administers and maintains local and wide area networks; provides technical support and troubleshooting to users; plans network layout design; may administer network security; may perform database administration; may provide guidance and training to lower level personnel and serve as technical team or task lead.

MAX-015 Network Engineer III (BA/BS+ 10 yrs)

Minimum/General Experience: Must have at least ten years' related network design/administration experience. Also must have advanced knowledge of the principles, methods, and techniques used in network administration and engineering plus advanced knowledge of and ability to use relevant hardware, software and other equipment is required.

Functional Responsibility: Analyzes local and wide area network systems, including planning, designing, evaluating, selecting, and upgrading operating systems and protocol suites and configuring communication media with

concentrators, bridges, and other devices; resolves interoperability problems to obtain operations across all platforms including email, file transfer, multimedia, teleconferencing, and the like; configures systems to user requirements; supports the acquisition of hardware and software as well as subcontractor services as needed; performs various tests and documents results; administers and maintains local and wide area networks; provides technical support and troubleshooting to users; plans network layout design; may administer network security; may perform database administration; may supervise and direct the work of lower level personnel; may serve as technical team or task lead.

MAX-019 Functional Analyst I (BA/BS+5 yrs)

Minimum/General Experience: This position requires a minimum of five years' experience, of which at least three years must be specialized. Specialized experience includes: developing functional requirements for complex integrated systems. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibility: Analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

MAX-020 Functional Analyst II (BA/BS+7 yrs)

Minimum/General Experience: This position requires a minimum of seven years' experience, of which at least six years must be specialized. Specialized experience includes: developing functional requirements for complex integrated systems. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibility: Analyze user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Provides daily supervision and direction to support staff.

MAX-021 Functional Analyst III (MA/MS+8 yrs)

Minimum/General Experience: This position requires at least eight years' experience, of which at least six years must be specialized. Specialized experience includes developing functional requirements for complex integrated systems. Requires advanced technical knowledge of the principles, methods, techniques, work processes, and applicable regulations in assigned subject-matter area(s).

Functional Responsibility: Analyzes user needs and performs research and functional analysis on a variety of projects at a highly technical level; may have supervisory responsibility; serves as technical advisor to clients in assigned subject areas' recommends functional changes, and identifies areas for further investigation; generates recommendations in the form of technical briefings, reports, and other major documents provided to senior level client personnel; may serve as a technical team or task lead.

MAX-022 Information Management Analyst I (BS/BA +3 years)

Minimum/General Experience: Must have at least 3 years' experience, of which at least 1 years must be specialized. Specialized experience includes: skills in all aspects of business and information process management. General experience includes creating process flows, business process modeling,, documentation, and requirements elicitation. Individuals may directly meet minimum/general experience requirements stated or possess an equivalent combination of education, training and professional work experience that provides the required knowledge and skills.

Functional Responsibility: Supports business process improvements and modernization projects. Proficient in defining system documentation requirements based on input from technical or business personnel. Performs Business Process Modeling to visualize, document, model and analyze business processes. Elicits requirements that lead to identification of business rules and documents and progressively elaborates requirements using use cases and business process flows.

MAX-023 Information Management Analyst II (BS/BA +5 years)

Minimum/General Experience: Must have at least 5 years' experience, of which at least 2 years must be specialized. Specialized experience includes: skills in all aspects of business and information process management. General experience includes creating process flows, business process modeling,, documentation, and requirements elicitation. Individuals may directly meet minimum/general experience requirements stated or possess an equivalent combination of education, training and professional work experience that provides the required knowledge and skills.

Functional Responsibility: Supports business process improvements and modernization projects. Proficient in defining system documentation requirements based on input from technical or business personnel. Performs Business Process Modeling to visualize, document, model and analyze business processes. Elicits requirements that lead to identification of business rules and documents and progressively elaborates requirements using use cases and business process flows.

MAX-024 Network/System Administrator III (BA/BS+10 yrs)

Minimum/General Experience: Requires ten or more years' experience. Also requires knowledge of the principles, methods, and techniques used in network troubleshooting and support, operating systems and applications and network management. Must have working knowledge of current technologies and products for Web services and security.

Functional Responsibility: Responsible for the planning, design, acquisition, installation, and maintenance of LAN and WAN, electronic mail, telecommunications, and PC based systems and related software; evaluates hardware and software, including peripheral, output, and telecommunications equipment; sets up and administers security procedures; troubleshoots problems; establishes and implements LAN policies and their conformance; coordinates activities of LAN support personnel, providing guidance on common networking issues; assesses vendor products; manages network performance, troubleshoots problems, and maintains network security.

MAX-025 Help Desk Specialist I (H.S. + 1 year)

Minimum/General Experience: Must have at least 1 year directly related experience in help desk or network support. Also requires basic knowledge of the principles, methods, and techniques used in network troubleshooting and support as well as modems, data scopes, patch panels, concentrators, associated terminals, and network management software. Knowledge of or certification in one or more specific applications or processes may be required, depending on job assignment.

Functional Responsibility: Performs installation, configuration, and upgrade of computer hardware and software; may provide end-user software troubleshooting and support; may apply basic diagnostic techniques to identify problems, investigate causes, and recommend solutions; provides network troubleshooting and support; may participate in the administration and design of websites; participates in the administration of e-mail systems; provides phone and help-desk support for local and off-site users.

MAX-026 Help Desk Specialist II (H.S. +2 years)

Minimum/General Experience: Must have at least two years' directly related experience in help desk or network support. Also requires fundamental knowledge of the principles, methods, and techniques used in network troubleshooting and support as well as modems, data scopes, patch panels, concentrators, associated terminals, and network management software. Knowledge of or certification in one or more specific applications or processes may be required, depending on job assignment.

Functional Responsibility: Performs installation, configuration, and upgrade of computer hardware and software; provides end-user software troubleshooting and support; may apply diagnostic techniques to identify problems, investigate causes, and recommend solutions; provides network troubleshooting and support; may participate in the administration and design of websites; participates in the administration of e-mail systems; provides phone and help-desk support for local and off-site users.

MAX-027 Help Desk Specialist III (H.S.+6 yrs)

Minimum/General Experience: Must have at least six years' directly related experience in help desk or network support. Also requires thorough knowledge of the principles, methods, and techniques used in network troubleshooting and support as well as modems, data scopes, patch panels, concentrators, associated terminals, and network management software. Knowledge of or certification in one or more specific applications or processes may be required, depending on job assignment.

Functional Responsibility: Performs installation, configuration, and upgrade of computer hardware and software; provides end-user software troubleshooting and support; applies advanced diagnostic techniques to identify problems, investigate causes, and recommend solutions; provides network troubleshooting and support; may participate in the administration and design of websites; participates in the administration of e-mail systems; provides phone and help-desk support for local and off-site users; assists lower level technicians with complex problems.

MAX-029 Computer Systems Analyst II (BA/BS+5 yrs)

Minimum/General Experience: Must have five years of computer experience in information systems design and management. At least three years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems.

Functional Responsibility: Analyzes and develops computer software processing a wide range of capabilities, including numerous engineering, business, and records management duties. Develops plans for systems from project inception to conclusion. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

MAX-032 Information Security Specialist III (BA/BS+10 yrs)

Minimum/General Experience: Must have a minimum of ten years' experience, of which at least six must be information security/Information Assurance (IA) experience. Must have experience in security administration, evaluation of security/Information Assurance product capabilities, assessment and policy development. Must have a solid understanding of federal information security/assurance policies, standards and regulations.

Functional Responsibility: . Gathers and organizes technical information about an organization's mission goals and needs, IT infrastructure, and existing security/IA products. Assists in developing security/IA policies, procedures, and standards. Responsibilities will include working with the customer to minimize risks and assess and secure networks. Evaluates and recommends security products for various platforms and initiatives. May act as a project leader and provide technical leadership and guidance.

MAX-035 Technical Writer I (BS/BA +2 years)

Minimum/General Experience: Must have at least 2 years' experience. Experience includes: skills in all aspects of technical writing, content gathering, development of documents, and related tools. General experience includes writing, editing, and creating technical and functional documents. Individuals may directly meet minimum/general experience requirements stated or possess an equivalent combination of education, training and professional work experience that provides the required knowledge and skills.

Functional Responsibility: Analyzes and assesses current processes and define / document improvements. Recommends method and procedural changes, handles projects that encompass requirements elicitation, system / screen design, user / functional requirements documentation, test plan / scenario creation and final defect tracking, prepares and / or maintain functional and technical documentation. Furthermore, creates and maintains user manuals, features and function overview documentation, system administration guides and integration guides.

MAX-036 Technical Writer II (BS/BA +3 years)

Minimum/General Experience: Must have at least 3 years' experience, of which at least 1 years must be specialized. Specialized experience includes: skills in all aspects of technical writing, content gathering, development of documents, and related tools. General experience includes writing, editing, and creating technical and functional documents. Individuals may directly meet minimum/general experience requirements stated or possess an equivalent combination of education, training and professional work experience that provides the required knowledge and skills.

Functional Responsibility: Analyzes and assesses current processes and define / document improvements. Recommends method and procedural changes, handles projects that encompass requirements elicitation, system / screen design, user / functional requirements documentation, test plan / scenario creation and final defect tracking, prepares and / or maintain functional and technical documentation. Furthermore, creates and maintains user manuals, features and function overview documentation, system administration guides and integration guides.

MAX-040 Graphics/Design Specialist I (AA+ 3 yrs)

Minimum/General Experience: Requires at least three years' directly related experience in graphics design. Also requires knowledge of the principles, methods, and techniques used in the preparation of web oriented graphics and system documentation. Requires experience using graphics software programs.

Functional Responsibility: Participates in the design, layout, and production of brochures, pamphlets, briefings, displays, and other materials; makes recommendations on methods and materials; assist in the creation of overhead presentations, including graphics, charts, photos, and clip-art; creates displays to represent certain accomplishments to be highlighted; creates other graphic materials at client request, including scanned documents, photography, or signs; determines style, size and arrangement of type and illustrations; may participate in the design and creation of videos using computer and video equipment and cameras; may work from rough sketches, engineering drawings or other documentation; may exercise creative judgment by translating needs into graphics capabilities; uses various computer graphics software programs.

MAX-041 Graphics/Design Specialist II (AA+6 yrs)

Minimum/General Experience: Requires at least six years' directly related experience in graphics design. Also requires knowledge of the principles, methods, and techniques used in the preparation of web oriented graphics and system documentation. Requires experience using graphics software programs.

Functional Responsibility: Performs a wide variety of graphics/illustration activities to produce brochures, briefings, displays, and other materials; involved in all aspects of graphics/illustration projects from conceptualization and development to final presentation; may act as a technical consultant on matters of design, composition and methods of presenting technical data; uses a broad range of graphics production software and equipment; exercises creative judgment and originality by translating needs into graphics capabilities; may participate in website design.

MAX-044 Database Administrator (BA/BS+5 yrs)

Minimum/General Experience: Must have at least five years' experience, of which at least three years must be specialized. Specialized experience includes: demonstrated experience using current DBMS technologies, application design utilizing database management systems and experience with DBMS internals. General experience includes increasing responsibilities in DBMS systems analysis and programming. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibility: Provides highly technical expertise in the use of DBMS. Evaluates and recommends available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications.

MAX-045 Sr. Database Administrator (BA/BS+8 yrs)

Minimum/General Experience: Must have at least eight years' of general experience in systems analysis or programming including four years of specialized experience in DBMS.

Functional Responsibility: Provides highly technical expertise and guidance in the design, implementation, operation and maintenance of database management systems (DBMS). Evaluates and recommends available DBMS products after matching requirements with system capabilities. Determines file organization, indexing methods, and security procedures for specific applications. Controls the design and use of databases. Controls the global view of databases, controls the access to the databases, assures the safekeeping of the databases (from accidental or intentional damage or loss), and monitors the use of databases. Must be capable of defining all required database administration policies, procedures, standards, and guidelines. Is an authority on the design of databases and the use of database management systems. Evaluates and recommends available DBMS products after matching requirements with system capabilities. Prepares and delivers presentations on DBMS concepts.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact David Pak, Phone: 703-424-7800, Email: david.pak@usmax.com, Fax: 703- 636-5756.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

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

(h) Date of Shipment.

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

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

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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 or the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

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