



Metters Industries, Inc.
Systems Engineering Research And Development

**AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND 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 (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Metters Industries, Inc.
8200 Greensboro Drive, Suite 500
McLean, Virginia 22102

Phone: 703-821-3300

Fax: 703-821-3996

www.meters.com

Contract Number:

GS-35F-0641T

Period Covered by Contract:

September 13, 2007 to September 12, 2012

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # _____, dated _____.



Metters Industries, Inc.
Systems Engineering Research And Development

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

Table of Contents

<u>Section</u>	<u>Page</u>
Information For Ordering Offices	3
Terms & Conditions Applicable to SIN 132-51 - Terms & Conditions Applicable to IT Professional Services	10
Labor Category Pricing	13
Labor Category Descriptions	14
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS	20
Blanket Purchase Agreements	21
Basic Guidelines for Using Contractor Team Arrangements	24

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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition 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.

Offerors are requested to check one of the following boxes:

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

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

ORDERING ADDRESS:

GSA Orders
Metters Industries, Inc.
8200 Greensboro Drive, Suite 500
McLean, Virginia 22102

PAYMENT ADDRESS:

Accounts Receivable
Metters Industries, Inc.
8200 Greensboro Drive, Suite 500
McLean, Virginia 22102

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(703) 821-3300

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. STATICAL 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: **033771288**

Block 30: Type of Contractor – **A. Small Disadvantaged Business**

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **52-1242561**

4a. CAGE Code: **9V187**

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 determined between Metters Industries, Inc.
and the Ordering Agency**

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: **NET 30**
 - b. Quantity: **None**
 - c. Dollar Volume: **None**
 - d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts 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: N/A**

10. **Small Requirements:** The minimum dollar value of orders to be issued is **\$100.00**

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

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

Special Item Number 132-51 - Information Technology (IT) 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 2001)

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

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

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

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

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

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

(f) Organizational 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.

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 as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

www.mettters.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

Labor Category	Proposed GSA On-Site Hourly Rate with IFF
Principle Network Analyst	\$63.17
Senior Principal Software Engineer	\$85.07
Senior Staff Analyst	\$49.41
Analyst	\$36.90
Network Technician II	\$39.42
Business Systems Analyst	\$84.38
QA Manager	\$84.38
Staff Software Engineer	\$72.92
Project Manager I	\$99.11
Senior Staff Software Engineer	\$72.57
Technical Writer	\$58.87
Software Engineer	\$72.92
Staff Analyst	\$42.93
Program Manager I	\$124.58
Principal Systems Analyst	\$82.55
Senior Principal Analyst	\$72.20
Senior Staff Systems Analyst Programmer	\$72.20
Staff Systems Analyst Programmer	\$64.94
Database Administrator	\$76.14
Subject Matter Expert II	\$149.02

Labor Category Descriptions

Program Manager I

Minimum Education: BS/CS or equivalent required.

Functional Responsibilities: Serves as the focal point for all program-level communications between contractor team and client. Identifies improvement areas through analysis of issues, internal audits, and customer complaints. Utilizes service delivery, relationship, resolution, control, and release processes. Responsible for the content, quality, and timely delivery of all reports. Participates in technical, business process, and status review meetings.

Minimum Experience: 10+ years of contracting and/or general management experience required. Supervisory experience required.

Project Manager I

Minimum Education: BS/CS or equivalent required. MS/CS or related field preferred. PMP preferred.

Functional Responsibilities: Facilitates collaboration across multiple stakeholders to drive the successful outcome of multiple engineering and operations projects. Responsible for defining project management practices and procedures, supervising project managers' workload, defining and maintaining centralized project server, and the facilitation of each project phase. Responsible for high level project requirements analysis, technical requirements and functional specification documents, and technical architecture diagrams.

Minimum Experience: 5+ years of project management experience, preferably in a matrix environment. Experience in defining and implementing process improvements, Ability to communicate issues and solution approaches to senior technology management. Demonstrated experience leading diverse technical staff and non-technical staff. Ability to work in fast paced environments. In-depth knowledge of MS Project. Familiar with Software Development Life Cycle and Capability Maturity Model.

Analyst

Minimum Education: BS/BA or equivalent required.

Functional Responsibilities: Responsible for a business activity within a relatively established area. Performs day-to-day planning and tracking functions that require some independent judgment and decision making. Follows standard practices and procedures in analyzing situations or data from which answers can be readily obtained.

Minimum Experience: 0-2 years of business experience required.

Staff Analyst

Minimum Education: BS/BA or equivalent required.

Functional Responsibilities: Provides Level of Effort (LOE) technical support and completes deliverables required. Provides advanced user support in a Windows XP, SP2 environment. Responds to users' request for assistance (problem tracking and resolution applications). Provides remote help desk support. Provides software and hardware familiarization overviews with users (user training). Installs and configures network printers (non-color) and print server devices. Responsible for LAN administration (basic to advanced) for Windows XP in a fast Ethernet environment. Responsible for desktop configurations (VPN client and Citrix). Installs and configures laptop/notebook hardware and software.

Minimum Experience: 4-6 years of business experience required.

Senior Staff Analyst

Minimum Education: BS/BA or equivalent required.

Functional Responsibilities: Assists in and/or directs the analysis and design of management/information systems. Analyzes management problems in terms of workflows, information requirements and sources, decision processes, and relationship of functional areas. Provides basis for, and assists with, the development of MIS systems. Assists in the analysis of cost, schedule, and technical performance of programs/projects. May provide work direction to junior staff members.

Minimum Experience: 4-6 years of business experience required.

Staff Systems Analyst Programmer

Minimum Education: BS/CS or equivalent required.

Functional Responsibilities: Assists in analyzing, defining, coding, debugging, and implementing cost effective information technology solutions. Supports the design of specific enhancements and plans to upgrade computer based systems. May conduct programming and systems activities such as new or revised program language codes, processing routines, and report generators. Monitors effective language codes, processing routines, and hardware utilization. Prepares and conducts system and programming unit tests requiring interfacing of hardware and software. May prepare and review technical documentation.

Minimum Experience: 2-4 years of systems analysis/programming experience required.

Senior Staff Systems Analyst/Programmer

Minimum Education: BS/CS or equivalent required.

Functional Responsibilities: Performs difficult programming assignments in analyzing, defining, coding, debugging, and implementing cost effective information technology solutions. Designs specific enhancements and formulates plans to upgrade computer based systems. Conducts programming and systems activities such as new or revised program language codes, processing routines, and report generators. Monitors effective language codes, processing routines, and hardware utilization. Prepares and conducts system and programming unit tests requiring interfacing of hardware and software. Develops and reviews technical documentation. Responsible for modification and support of computer-based systems. Provides assistance to lower level analyst/programmers.

Minimum Experience: 5-7 years of systems analysis/programming experience required.

Senior Principal Analyst

Minimum Education: BS/CS or equivalent required. Masters in MIS preferred.

Functional Responsibilities: Formulates and defines moderately complex information systems scope and objectives through research, analysis, testing, and fact finding. Analyzes user needs and documents requirements by preparing detailed specifications from which programs will be written. Identifies problem areas and recommends revising existing system logic difficulties as necessary. Prepares documentation and reports to define processing functions required.

Minimum Experience: 10+ years of related database management experience required. Previous experience as a team lead preferred.

Principal Network Analyst

Minimum Education: BS/CS or equivalent required. CNE certification required.

Functional Responsibilities: Establishes system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. As appropriate, ensures these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Analytically and systematically evaluates problems of work flows, organization, and planning and develops appropriate corrective action. Provides daily supervision and direction to staff.

Minimum Experience: 8+ years of related network experience required.

Principal Systems Analyst

Minimum Education: BS/CS or equivalent required. Masters in MIS preferred.

Functional Responsibilities: Designs and develops specifications for complex business software programming applications, or modifies/maintains existing software for computer- based systems. Investigates and evaluates systems through analysis and testing. Responsible for applications dealing with the overall computer-based system (file maintenance routines, large telecommunications networks, databases, web-based technology, or advanced mathematical/scientific software packages). Prepares and conducts system and programming unit tests requiring interfacing of diverse hardware and software. Develops and reviews technical documentation. Conducts program design, program coding, and debugging of software. Functions as a technical lead for small to medium size projects. Provides work direction and guidance to others.

Minimum Experience: 8-10 years of related systems analysis/programming experience required.

Business Systems Analyst

Minimum Education: BS/CS or equivalent required.

Functional Responsibilities: Participates in requirements gathering sessions and provides alternative solutions using technology to meet business requirements. Develops the functional design document and work with the development team to produce the detail design document. Writes test cases, performs testing and assists with training of the end users. Primary author of multiple documentation types based upon the Software Development Lifecycle (SDLC). Prepares and maintains management control systems (financial/business planning and scheduling) for assigned contracts, programs, projects, and/or tasks. May participate in proposal/bid planning and scheduling process, and identify management control issues. Analyzes and reviews all cost (time, materials, equipment) information and data to ensure all phases of the Statement of Work are included. Sets-up and maintains project codes for contract billing. Reviews purchase requisitions, time-reporting and labor charges, etc. against the budget, resolves discrepancies and initiates corrections as required. Monitors the status of program schedules and tracks all funds associated with the contract, program, or project. Prepares completion cost estimates and projections on funding requirements, indicated final costs, and other planned and ad hoc reports. Works with users to identify current operating procedures and clarify program objectives. Outlines steps required for program development, including diagrams and charts. Writes program documentation and user operations guidelines. Provides technical guidance to lower level analyst/programmers.

Minimum Experience: 5 years of direct experience in the software development industry with full lifecycle expertise required. Experience participating in requirements gathering sessions with business users and ability to author detailed documentation. Excellent software testing skills and processes. Experience working with standard requirements methodologies such as Use Cases, BPMN or IDEF or workflow modeling preferred.

Staff Software Engineer

Minimum Education: BS/CS, BSEE or equivalent required.

Functional Responsibilities: Assists in and/or directs the analysis and design of management/information systems. Analyzes management problems in terms of workflows, information requirements and sources, decision processes, and relationship of functional areas. Provides basis for, and assists with, the development of MIS systems. Assists in the analysis of cost, schedule, and technical performance of programs/projects. May act in a consulting capacity to the customer or management. Determines customer objectives and procedures and/or solutions to meet objectives. Interacts with customers and management on a regular basis. Provides technical direction to project members.

Minimum Experience: 2-3 years of related software development experience required. Knowledge of logistics, supply, financial, traffic management or general business functions and operational requirements preferred. Knowledge of systems applications (ADP) and equipment processes, capabilities, and limitations preferred.

Senior Staff Software Engineer

Minimum Education: BS/CS, BSEE or equivalent required.

Functional Responsibilities: Assists in and/or directs the analysis and design of management/information systems. Analyzes management problems in terms of workflows, information requirements and sources, decision processes, and relationship of functional areas. Provides basis for, and assists with, the development of MIS systems. Assists in the analysis of cost, schedule, and technical performance of programs/projects. May act in a consulting capacity to the customer or management. Determines customer objectives and procedures and/or solutions to meet objectives. Interacts with customers and management on a regular basis. Provides technical direction to project members.

Minimum Experience: 4-6 years of related software development experience required. Previous experience as a team lead preferred. Knowledge of logistics, supply, financial, traffic management or general business functions and operational requirements preferred. Knowledge of systems applications (ADP) and equipment processes, capabilities, and limitations preferred.

Senior Principal Software Engineer

Minimum Education: BS/CS, BSEE or equivalent required. Masters in MIS or MSEE preferred.

Functional Responsibilities: Oversees the analysis and design of management/information systems. Analyzes management problems in terms of workflows, information requirements and sources, decision processes, and relationship of functional areas. Responsible for the development of MIS systems. Assists in the analysis of cost, schedule, and technical performance of programs/projects. Acts in a consulting capacity to the customer or management. Determines customer objectives and procedures and/or solutions to meet objectives. Interacts with customers and management on a regular basis. Provides technical direction to project members.

Minimum Experience: 10+ years of related software development experience required. Previous experience as a team lead required. Knowledge of logistics, supply, financial, traffic management or general business functions and operational requirements preferred. Knowledge of systems applications (ADP) and equipment processes, capabilities, and limitations required.

Network Technician II

Minimum Education: HS diploma or equivalent required.

Functional Responsibilities: Under general direction, implements and supports local area network (LAN) and campus area network (CAN) hardware and software. Analyzes customer workflow and procedures to recommend operational support tools and technologies to satisfy customer needs. Ensures workstations/server data integrity by evaluating, implementing and managing appropriate software/hardware solutions. Acts as a liaison between the customer, suppliers, and other technical groups to resolve network and hardware problems. Analyzes performance problems and recommends solutions to enhance functionality, reliability and/or usability. Participates on project teams in the implementation of new/upgraded designs. Implements operational support standards and procedures relating to change management, performance management, and security. Recommends changes and improvements to existing standards. Ensures data/media recoverability by implementing a schedule of system backups, and database archive operations. Develops site administration documentation. Provides user orientation on hardware, software and network operations.

Minimum Experience: 2-5 years of related experience required.

Database Administrator

Minimum Education: BS/CS or equivalent required.

Functional Responsibilities: Performs in all stages of the software development lifecycle in relational database environment such as Oracle, Sybase, and Informix. Administers large database installations with knowledge of the following areas: database sizing, performance measurement and tuning, database optimization, client/server deployment, backup and recovery. Plans and administers computerized databases, including database definition, structure, documentation, long range requirements, and operational guidelines. Ensures quality control and auditing of data. Establishes security controls. Works with users to resolve data conflicts and inappropriate data usage.

Minimum Experience: 5 years of relational database environment, with 3 years administering large database installations required.

QA Manager

Minimum Education: BS/CS or equivalent required.

Functional Responsibilities: Involved in all aspects of quality assurance on the program. Develops quality assurance plans and processes. Responsible for control hardware, software, and document configuration management.

Minimum Experience: 8-10 years of related computer support/help desk experience required. Knowledge of one or more operating systems and environments required. Working knowledge of the following is preferred: CM Tools (ClearCase, ClearQuest, CCC Harvest, CCC LifeCycle Manager, Cool:Gen, AdvatageGen, PVCS Tracker, ServiceCenter, RCS, Oracle, Peregrine Service Center), software development methodology, and IT Security processes.

Technical Writer

Minimum Education: BS/BA or equivalent experience required.

Functional Responsibilities: Researches, writes, edits, and proofreads complex technical data for documents including, but not limited to user's manuals, system design documents, requirements traceability matrices and version description documents. Determines scope and timeline. Communicates with programmers, engineers, developers and other technical personnel in the process of developing materials. Creates, compiles and delivers complex

system/software developmental documentation packages. Provides leadership and work guidance to less experienced personnel.

Minimum Experience: 2-4 years of experience working with industry writing style technical grammar and sentence form structure. Experience using desktop publishing and word processing software, preferably Microsoft Office. Knowledge with CMMI, SDLC, Version Manager, or Tracker preferred.

Subject Matter Expert II

Minimum Education: SME II: BS/BA degree or equivalent in a recognized engineering, scientific, business or technical discipline.

Functional Responsibilities: Serves as an expert in defined fields such as Engineering, Computer Science, Systems Analysis, Networking, or OPTIX. Provides high-level consultation in area of expertise.

Minimum Experience: SME II: 10-12 years of specialized experience in the subject matter field or area of expertise.

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

**Harold Robinson
Vice President, Contracts**

**Metters Industries, Inc.
8200 Greensboro Drive, Suite 500
McLean, Virginia 22102**

Phone: 703-821-3300

Fax: 703-821-3996

www.meters.com

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

Orders under a Team Arrangement are subject to terms and conditions 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.