

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

Special Item No. 132-51 Information Technology Professional Services

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

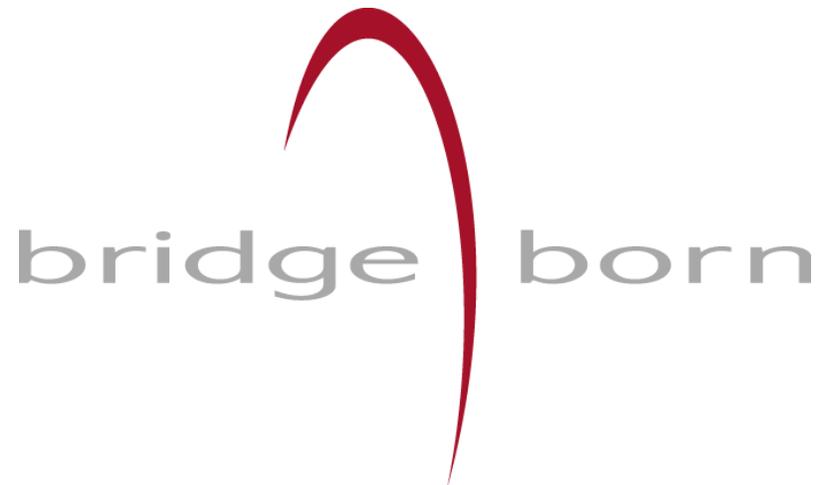
FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code 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.

**SPECIAL ITEM NUMBER 132-33 PERPETUAL SOFTWARE**



**BRIDGEBORN, INC.**  
596 LYNNHAVEN PKWY STE 100  
VIRGINIA BEACH  
VA 23452 - 7371  
**Telephone: 757-437-5000**  
<http://www.bridgeborn.com>

Contract Number: **GS-35F-311AA**

Period Covered by Contract: April 10, 2013 to April 9, 2018

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #3, dated 13 November 2013.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

## Table of Contents

- Information For Ordering Activities Applicable To All Special Item Numbers
- Terms And Conditions Applicable To Information Technology (IT) Professional Services (Special Item Number 132-51)
- Commitment To Promote Small Business Participation Procurement Programs
- Blanket Purchase Agreement
- Basic Guidelines For Using “Contractor Team Arrangements”

## **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.gsadvantage.gov](http://www.gsadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://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:

- 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:**

**BRIDGEBORN, INC.  
596 LYNNHAVEN PKWY STE 100  
VIRGINIA BEACH  
VA 23452 - 7371**

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:

**757-437-5000**

**When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.**

**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: 105649912  
Block 30: Type of Contractor: B. Other Small Business

Block 31: Woman-Owned Small Business - NO  
Block 37: Contractor's Taxpayer Identification Number (TIN): **26-0023616**  
Block 40: Veteran Owned Small Business (VOSB): NO

- 4a. CAGE Code: **1XU27**
- 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	Per Task Order

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.

- c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service

acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

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

- a. Prompt Payment: 0 % - \_\_\_ days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: NONE
- c. Dollar Volume: NONE
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): 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:**

**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 132-3 - Leasing of Product
  - Special Item Number 132-4 – Daily / Short Term Rental
  - Special Item Number 132-8 - Purchase of Equipment
  - Special Item Number 132-9 - Purchase of Used or Refurbished Equipment
  - Special Item Number 132-12 - Equipment Maintenance
  - Special Item Number 132-32 - Term Software Licenses
  - Special Item Number 132-33 - Perpetual Software Licenses
  - Special Item Number 132-34 - Maintenance of Software as a Service
  - Special Item Number 132-51 - Information Technology Professional Services
  - Special Item Number 132-52 - Electronic Commerce (EC) Services
  - Special Item Number 132-53 – Wireless Services

Special Item Number 132-54 – Commercial Satellite Communications (COMSATCOM) Transponded Capacity  
Special Item Number 132-55 – Commercial Satellite Communications (COMSATCOM) Subscription Services

- b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:  
Special Item Number 132-50 - Training Courses
- c. The Maximum Order for the following Special Item Numbers (SINs) is \$1,000,000:  
Special Item Number 132-60A-F – Access Certificates for Electronic Services (ACES) Program  
Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program  
Special Item Number 132-62 – HSPD-12 Product and Service Components
- d. The Maximum Order for the following Special Item Numbers (SINs) is \$150,000:  
Special Item Number 132-100 - Ancillary Supplies and/or 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

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.bridgeborn.com>

The EIT standard can be found at: [www.Section508.gov/](http://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. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

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

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

**EXAMPLE:** Commercial Job Title: System Engineer

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

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

Minimum Education: Bachelor's Degree in Computer Science

# Labor Category Descriptions

## **BUSINESS ANALYST 1**

Functional Responsibility: Conducts analyses of management, organizational and business improvement services and conceptualizes and defines problems covering information technology applications and systems. Identifies disciplines, personnel, data, methodology and conceptual approach for solution of assigned tasks. Collects and studies information and data, formulates plans, implements execution, identifies alternatives and recommends solutions to decision makers which reflect trade-offs between effectiveness, cost, risk and schedule. Defines data requirements and gathers and validates information applying judgment and statistical tests. Conducts studies, analyses trade-offs, assessments, investigations and evaluations to establish or identify cause and effect relationships, solve operational or technical problems and understand business management problems. Uses various evaluation techniques in the study and analysis of operational problems. Prepares and presents reports defining problem, evaluation and possible solution(s). Employs sophisticated modeling tools and techniques. May prepare budgets, project schedules, and statistical reports as required. Recommends, interprets, and implements organization administrative policies and procedures for information technology and related practices.

Minimum Experience: 3 years.

Minimum Education: Bachelor's Degree from an accredited college or university.

---

## **BUSINESS ANALYST 2**

Functional Responsibility: Conducts analyses of management, organizational and business improvement services and conceptualizes and defines problems covering information technology applications and systems. Identifies disciplines, personnel, data, methodology and conceptual approach for solution of assigned tasks. Collects and studies information and data, formulates plans, implements execution, identifies alternatives and recommends solutions to decision makers which reflect trade-offs between effectiveness, cost, risk and schedule. Defines data requirements and gathers and validates information applying judgment and statistical tests. Conducts studies, analyses trade-offs, assessments, investigations and evaluations to establish or identify cause and effect relationships, solve operational or technical problems and understand business management problems. Uses various evaluation techniques in the study and analysis of operational problems. Prepares and presents reports defining problem, evaluation and possible solution(s). Employs sophisticated modeling tools and techniques. May prepare budgets, project schedules, and statistical reports as required. Recommends, interprets, and implements organization administrative policies and procedures for information technology and related practices.

Minimum Experience: Bachelor's Degree from an accredited college or university.

Minimum Education: Bachelors

---

### **BUSINESS ANALYST 3**

Functional Responsibility: Conducts analyses of management, organizational and business improvement services and conceptualizes and defines problems covering information technology applications and systems. Identifies disciplines, personnel, data, methodology and conceptual approach for solution of assigned tasks. Collects and studies information and data, formulates plans, implements execution, identifies alternatives and recommends solutions to decision makers which reflect trade-offs between effectiveness, cost, risk and schedule. Defines data requirements and gathers and validates information applying judgment and statistical tests. Conducts studies, analyses trade-offs, assessments, investigations and evaluations to establish or identify cause and effect relationships, solve operational or technical problems and understand business management problems. Uses various evaluation techniques in the study and analysis of operational problems. Prepares and presents reports defining problem, evaluation and possible solution(s). Employs sophisticated modeling tools and techniques. May prepare budgets, project schedules, and statistical reports as required. Recommends, interprets, and implements organization administrative policies and procedures for information technology and related practices.

Minimum Experience: 9 years.

Minimum Education: Bachelor's Degree from an accredited college or university.

---

### **ASSOCIATE 3\***

Functional Responsibility: Conducts research into client software and hardware requirements and reviews research conducted by others. Provides direction on research topics and sources. Prepares reports from research and interviews to support software development and system design. Executes and supports and assists in planning tasks such as: simulations, customized training, and table top exercises. Provides assistance with technical tasks in a variety of disciplines. Other duties may include performing general administrative tasks. May prepare budgets, project schedules, and statistical reports as required.

Minimum Experience: 6 years

Minimum Education: Bachelor's Degree from an accredited college or university.

---

### **PROJECT MANAGER 1**

Functional Responsibility: Serves as the overall manager for a specific information technology and software development projects. Authority to coordinate all activities of the project to meet deadlines and budgets and to resolve conflicting demands of users. Establishes costs and determines resource requirements. Responsible for the administrative, contractual, and financial aspects of projects. Oversees the quality assurance efforts of the contract or project. May lead and direct the work of others. Directly reports to a program manager or other contract lead. A certain degree of creativity and latitude is expected.

Minimum Experience: 3 years

Minimum Education: Bachelor's Degree from an accredited college or university.

---

## **PROJECT MANAGER 2**

Functional Responsibility: Serves as the overall manager for a contract and lead for complex information technology and software development projects. Authorized single point of responsibility and authority to coordinate all activities of the project to meet deadlines and budgets and to resolve conflicting demands of users. Establishes costs and determines resource requirements. Responsible for the administrative, contractual, and financial aspects of projects. Oversees the quality assurance efforts of the contract or project. May lead and direct the work of others. Directly reports to a program manager. A wide degree of creativity and latitude is expected.

Minimum Experience: 5 years.

Minimum Education: Bachelor's Degree from an accredited college or university.

---

## **SENIOR PROJECT MANAGER**

Functional Responsibility: Directs the performance of a variety of related projects, which may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represents more than three functional areas that may include engineering, systems analysis, quality control, administration, etc. Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items. Operates within client guidance, contractual limitations, and Company business and policy directives. Serves as focal point-of-contact with client regarding program activities. Ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation. Manages program consisting of multiple projects including project identification, design, development, and delivery. Maintains the development and execution of business opportunities based on broad, general guidance. Confers with project manager to provide technical advice and to assist with problem resolution. May perform other duties as assigned.

Minimum Experience: 8 years

Minimum Education: Bachelor's Degree from an accredited college or university.

---

## **PROGRAM MANAGER**

Functional Responsibility: Directs the performance of a variety of related projects, which may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represents more than three functional areas that may include engineering, systems analysis, quality control, administration, etc. Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items. Operates within client guidance, contractual limitations, and Company business and policy directives. Serves as focal point-of-contact with client regarding program activities. Ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation. Manages program consisting of multiple projects including project identification, design, development, and delivery. Maintains the development and execution of business opportunities based on broad, general guidance. Confers with project manager to provide technical advice and to assist with problem resolution. May perform other duties as assigned.

Minimum Experience: 12 years

Minimum Education: Bachelor's Degree from an accredited college or university.

---

### **SYSTEMS ANALYST 1**

Functional Responsibility: Provide technical input to the production of documents necessary to actually conduct demonstrations or tasks for software applications and systems. Works in close contact with the client in the execution of the demonstration or task. Input is gained from the client or other members of the contract team. May assist in field training environment to support specific demonstrations or tasks.

Minimum Experience: 1 year

Minimum Education: Bachelor's Degree from an accredited college or university.

---

### **SYSTEMS ENGINEER 2**

Functional Responsibility: Design, code, implement, maintain and evaluate computer software. Analyze commercial software packages to determine feasibility vs. existing products in place or developing new in house software. Recommend technical standards and policies. Coordinate with and assist client staff in implementing, maintaining, and troubleshooting database and other system software. Coordinate with application systems and programming personnel and assist and advise them in the diagnosis and correction of software and hardware problems associated with application programs. Performs modifications to and maintenance of highly complex operational programs and procedures. Conducts problem analysis and submits recommendations for solutions. Provides support for systems implementation, customization, and integration.

Minimum Experience: 3 years

Minimum Education: Bachelor's Degree from an accredited college or university.

---

### **SYSTEMS INTEGRATOR, SENIOR**

Functional Responsibility: Develops and implements solutions to complex or highly specialized problems in the development of complex systems solutions for client requirements. Identifies approaches, personnel, data, methodology and conceptual approach for solution of assigned tasks. Works with client personnel to define system scope and objectives and to prescribe methods and approaches. Performs modifications to and maintenance of highly complex operational programs and procedures. Analyzes and evaluates existing or proposed systems and devises computer systems to process data. Conducts problem analysis and submits recommendations for solutions. .Provides support for systems implementation, customization, and integration.

Minimum Experience: 6 years

Minimum Education: Bachelor's Degree from an accredited college or university.

---

## **SOFTWARE PROGRAMMER 1**

Functional Responsibility: Supports installation, generation, maintenance, testing and debugging system software programs. Helps develop instructions for use of operating systems software and maintains system software packages. Works with applications dealing with the overall operating system. Supports engineering of highly complex software as may relate to operating systems, their performance, or controlled devices. Prepares and edits documentation incorporating information provided by user, specialist, analyst, programmer, and operations personnel. Interprets technical documentation standards and prepares documentation according to supplied standards. Other duties may include writing, editing and/or graphic presentation of technical information for both technical and non-technical personnel. Primary job functions do not typically require exercising independent judgment. Typically reports to a manager.

Minimum Experience: 1 year

Minimum Education: Bachelor's Degree from an accredited college or university.

---

## **SOFTWARE ENGINEER 1**

Functional Responsibility: Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications. Participates in the testing process through test review and analysis, test witnessing and certification of software. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a manager.

Minimum Experience: 1 years

Minimum Education: Bachelor's Degree from an accredited college or university.

---

## **SUBJECT MATTER EXPERT 2**

Functional Responsibility: Expert in single or multiple technical disciplines regarding information technology, systems and data management. Provides expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Supervises broad team of engineers. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.

Minimum Experience: 15 years.

Minimum Education: Bachelor's Degree from an accredited college or university.

---

### **SUBJECT MATTER EXPERT 3**

Functional Responsibility: Expert in single or multiple technical disciplines regarding information technology, systems and data management. Provides expert guidance and insight into specific technologies and methodologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Supervises broad teams of engineers. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.

Minimum Experience: 20 years.

Minimum Education: Bachelor's Degree from an accredited college or university.

---

### **TRAINING SPECIALIST**

Functional Responsibility: Provide instruction for an educational program. Instruct students in computer software, computer hardware and related technology techniques, principles, or equipment through the use of presentations, training aides, devices, or simulations. Conduct and evaluate training to include analysis and design of training courses, development of content and material and classroom instruction. Interpret technical information and format it into practical language for training. Consult with technical personnel to determine training requirements. Conduct classroom instruction and discussions. Develop and implement evaluations for student achievement.

Minimum Experience: 3 years

Minimum Education: Bachelor's Degree from an accredited college or university.

### **DATABASE ANALYST 2**

**Functional Responsibility: Under general supervision, designs, implements, and maintains moderately complex databases. Includes maintenance of database dictionaries and integration of systems through database design. Competent to work on most phases of database administration, but may require some instruction and guidance in other phases.**

**Minimum Experience: 3 years**

**Minimum Education: Bachelor's Degree from an accredited college or university.**

---

### **DATABASE ANALYST 1**

**Functional Responsibility: Under direct supervision, assists in the implementation and maintenance of databases.**

**Minimum Experience: 1 year**

**Minimum Education: Bachelor's Degree from an accredited college or university.**

**EQUIVALENCIES**

<b>DEGREE</b>	<b>EQUIVALENCY</b>
<b>DOCTORATE</b>	<b>MASTER'S + 2 YEAR'S EXPERIENCE</b>
<b>MASTER'S</b>	<b>BACHELOR'S + 2 YEARS EXPERIENCE</b>
<b>BACHELOR'S</b>	<b>ASSOCIATE'S + 2 YEAR'S EXPERIENCE</b>
<b>ASSOCIATE'S</b>	<b>HIGH SCHOOL DIPLOMA + 2 YEAR'S EXPERIENCE</b>

**\*This labor category is incidental and may not be purchased by itself.**

Bridgeborn GSA Prices (2.8% escalation) FPR.April 4 2013					
	Year	Year	Year	Year	Year
	1	2	3	4	5
System Analyst 1	\$50.16	\$51.56	\$53.01	\$54.49	\$56.02
Systems Engineer 2	\$104.75	\$107.69	\$110.70	\$113.80	\$116.99
Systems Integrator, Senior	\$142.90	\$146.90	\$151.01	\$155.24	\$159.59
Associate 3*	\$64.86	\$66.68	\$68.55	\$70.47	\$72.44
Project Manager 1	\$111.88	\$115.02	\$118.24	\$121.55	\$124.95
Project Manager 2	\$122.10	\$125.52	\$129.04	\$132.65	\$136.36
Senior Project Manager 1	\$130.09	\$133.73	\$137.48	\$141.33	\$145.28
Subject Matter Expert (Homeland Security) 2	\$91.83	\$94.40	\$97.04	\$99.76	\$102.55
Subject Matter Expert (Homeland Security) 3	\$131.18	\$134.85	\$138.63	\$142.51	\$146.50
Business Analyst 1	\$67.14	\$69.02	\$70.96	\$72.94	\$74.99
Business Analyst 2	\$103.01	\$105.89	\$108.86	\$111.90	\$115.04
Business Analyst 3	\$120.43	\$123.81	\$127.27	\$130.84	\$134.50
Program Manager	\$176.90	\$181.86	\$186.95	\$192.18	\$197.56
Software Engineer 1	\$104.80	\$107.74	\$110.75	\$113.86	\$117.04
Software Programmer 1	\$103.01	\$105.89	\$108.86	\$111.90	\$115.04
Training Specialist	\$100.00	\$102.80	\$105.68	\$108.64	\$111.68
<b>Database Analyst 1</b>		<b>\$79.98</b>	<b>\$82.22</b>	<b>\$84.52</b>	<b>\$86.89</b>
<b>Database Analyst 2</b>		<b>\$88.32</b>	<b>\$90.80</b>	<b>\$93.34</b>	<b>\$95.95</b>

\*This labor category is incidental and may not be purchased by itself.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

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

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

## WARRANTY AND REMEDIES.

**Warranty.** Licensor warrants that for a sixty (60)-day period beginning on the date of the first installation of the Licensed Software on Designated Equipment, but in no event later than ninety (90) days from Customer's receipt of the Licensed Software, the Licensed Software when properly used in accordance with the Documentation and the Minimum System Requirements will provide performance substantially as set forth in the Documentation. The foregoing warranty is of no force or effect in the event that the Customer partakes in any of the Excluded Uses, as defined in LIMITATION OF LIABILITY (below). Further, the warranty is of no force or effect with respect to any component of the Licensed Software supplied to Licensor by third parties.

**Excluded Uses.** The warranty set forth in LIMITATION OF LIABILITY (below) is of no force or effect in the event that the lack of performance arises out of or is in any manner related to any of the following acts by the Customer and/or its duly authorized employees, agents, consultants and/or independent contractors (collectively, known herein as "Excluded Uses" or individually, as an "Excluded Use"):

- Abuse, misuse, accident or neglect; or, repairs, alterations, and/or modifications that are performed by any person or entity other than Licensor or its agents, with or without authorization; or
- Configuration changes on Designated Equipment or the Customer's computer networks or computing systems in the event that a problem arises from the configuration change; or
- Customer's improper maintenance of its Designated Equipment; or
- Malfunction of the Designated Equipment or any of its components (other than the Licensed Software); or
- Use of the Licensed Software in any manner materially inconsistent with the Documentation; or
- Customer's failure to maintain the Minimum System Requirements.

## LIMITATION OF LIABILITY.

**Consequential damages.** In no event will licensor be liable for any loss or damages of any kind, including loss of data, lost profits, cost of cover or other special, incidental, consequential, indirect, punitive, or exemplary damages arising out of the use or inability to use the licensed software or documentation, however caused and on any theory of liability. Without limiting the foregoing, licensor shall not be liable for any loss of customer's data for any reason, including but not limited to customer's failure to back-up such data or loss of customer's data due to failure of the licensed software. The limitations set forth in this section will apply even if licensor or its suppliers have been advised of the possibility of such loss or damage.

**Maximum liability.** Licensor's cumulative liability to customer for all claims of any kind resulting from licensor's performance or breach of this agreement or the licensed software shall not exceed, to the extent collected by licensor, the license fee(s) actually received by licensor from customer under this agreement for the unit of licensed software which is the subject of such claim, regardless of whether licensor has been advised of the possibility of such damages or whether any remedy set forth herein fails of its essential purpose or otherwise.

The foregoing provisions of this section shall be given full effect even in the event that any remedy provided hereunder is deemed by a court of competent jurisdiction to have failed of its essential purpose. The parties acknowledge that the terms of this section reflect the allocation of risk set forth in this agreement and that the parties would not enter into this agreement without these limitations of liability. The foregoing exclusions/limitations of liability shall not apply (1) to personal injury or death caused by bridgeborn's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 757.437-5000 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 AM to 5PM EST.

**5. SOFTWARE MAINTENANCE**

- a. Software maintenance as it is defined: (select software maintenance type) :

- 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

- 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

**6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

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

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

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

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

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

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

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

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

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

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

## **8. TERM LICENSE CESSATION**

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

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

## **9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

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

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

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

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

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

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

**10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

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

**11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

**12. RIGHT-TO-COPY PRICING**

NOT AVAILABLE

## What is Bridgeworks?

Designed and developed by Bridgeborn, Bridgeworks is a software platform for the creation of interactive, rich media and data driven visualization solutions. Bridgeworks provides the most comprehensive set of advanced visualization capabilities available on the market today through a single, thin client, run-time engine. From column charts to 3D virtual environments, Bridgeworks promotes and democratizes the use of advanced visualization.

Bridgeworks data visualization solutions are interoperable with proprietary software applications and can consume information from disparate data sources through the use of web services and/or standard, well formed markup such as XML, JSON and CSV.

Bridgeworks was designed for delivery and use in distributed web environments such as Service Oriented Architectures as well as LAN, WAN or secure environments.



### Description

Run-Time Engine converts XML and well formed data from databases, proprietary applications etc. to desktop / web-based visualization. Application update in real-time as data changes; no need to recompile code or re-render the application.

Run-Time Engine requires no new executable code for visualizations. Application operate on commodity computing platforms (standard Pentium class machines).

Browse-based solution a Thin Client runtime provides global delivery through Web, LAN, WAN or secure environment.

Visualization applications deliver data through intuitive, interactive, 3D/4D environment.

Allows for multiple visualization strategies of same data based on user preference (geospatial views, chart view, graph view)

Visualization allow for aggregation of data for macro view. Intuitive drill down capabilities allow for deeper, pin-pointed analysis.

### Benefit

High Performance Engine connects to any data source.

Immediate delivery of intelligence supports real-time decision making.

Very secure.

Highly scalable; Low total cost of ownership.

Global Delivery; easy to deploy, highly scalable.

Visualizations improve understanding and navigation of large, complex data sets.

Easy to use; visualization capabilities support multiple stakeholder perspectives.

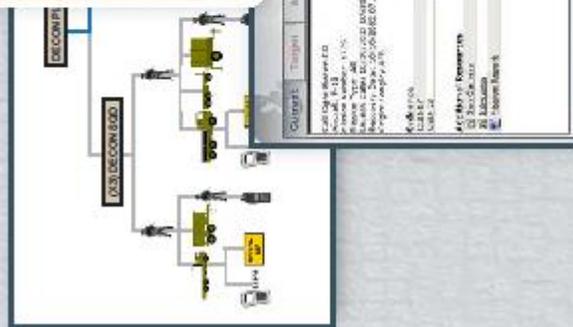
Powers high level decision making and promotes deeper analysis through drill down.

## What does it do?

The Bridgeworks Run Time Engine consumes data expressed through standard markup to construct and manage interactive, 3D content and animations including:

- Graph and Chart Layouts
- Geospatial Maps and Terrain
- High fidelity 3D models and animations
- Hybrid and split views
- Custom Visualizations

This comprehensive suite of visualization strategies are built into a small runtime library that enables a device such as a laptop to render graphics from markup. Bridgeworks allows decisionmakers, managers and leadership to view the same data sets multiple ways, from multiple stakeholder perspectives.



<b>Bridgeworks GSA Licensing</b>		
<b>SIN</b>	<b>USER LEVEL</b>	<b>GSA PRICE</b>
<b>132-33</b>	<b>Bridgeworks Team 1-10 USERS per site</b>	<b>\$45,340.05</b>
<b>132-33</b>	<b>Bridgeworks Professional 11-25 USERS per site</b>	<b>\$68,010.08</b>
<b>132-33</b>	<b>Bridgeworks Enterprise UNLIMITED USERS per site</b>	<b>\$136,020.15</b>
<b>132-34</b>	<b>MAINTENANCE</b>	<b>15% OF LICENSE FEE + IFF</b>

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

PREAMBLE

BRIDGEBORN 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 Raymond Barber, Chief Financial Officer, Bridgeborn, 757-437-5000.**



**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

\*\*\*\*\*

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

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

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

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

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

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

Here is a general outline on how it works:

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