

**FEDERAL ACQUISITION SERVICE (FAS)
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES
FSC GROUP 70**

Special Item No. 132-51 Information Technology Professional Services

SIN 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

**CATEGORY CODE
S**

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
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.

B3H CORPORATION
51 3RD STREET, TECH CTR, BLDG 1 SHALIMAR, FL 32579
TELE: 850.651.3443
EMAIL: SU.HEIKKINEN@B3H.COM WEB SITE: [HTTP://WWW.B3H.COM](http://WWW.B3H.COM)

Contract Number: **GS-35F-5104H**

Period Covered by Contract: 20 May 1998 through 19 May 2013

MODIFICATION NO. PS-0021 EFFECTIVE DATE: 11/20/2012

General Services Administration
Federal Supply Service

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

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INFORMATION FOR ORDERING ACTIVITIES

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!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM 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.

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

B3H Corporation
51 3rd Street, Bldg. 1
Tech Center
Shalimar, FL 32579
Tele: 850.651.3443

The Contractor will accept credit cards 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 can be used by ordering activities to obtain technical and/or ordering assistance:

Attn: Ms. Su Heikkinen

Tele: 850.651.3443

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

Block 16: Data Universal Numbering System (DUNS): 62-334-5949

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

Block 31: Woman-Owned Small Business – No

Block 36: Contractor's Taxpayer Identification Number (TIN): 59-3038876

4a. CAGE Code: 1Z047

4b. Contractor has registered with the Central Contractor Registration (CCR) 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)
<u>132-51</u>	<u>60</u> Days

(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 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. 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

Not Applicable.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER

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

- a. The maximum dollar value per order for all IT services is \$500,000.

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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. (a)
- b. 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 US 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. 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.

(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 C.1.) (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.](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. 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 or 132-9.

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.b3h.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, 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)

28. CONTACT FOR CONTRACT ADMINISTRATION (G-FSS-900-C) (JUL 2003)

Offerors should complete paragraph (a) if providing domestic delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74 Industrial Funding Fee and Sales Reporting, including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) Domestic.

NAME: Susan Heikkinen

TITLE: Contract Administrator

ADDRESS: 51 3rd. Street, Bldg. 1

Shalimar, FL ZIP CODE: 32579

TELEPHONE NO.: 850.651.3443 FAX NO.: 850.651.4648

E-MAIL ADDRESS: susan.heikkinen @b3h.com

***TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
Professional Services (Special Item 132-51) for
General Purpose Commercial Information Technology Services***

1. SCOPE

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

2. PERFORMANCE INCENTIVES 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 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 (MAY 2001) (Deviation 1 – 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 – 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 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 52.214-4 (OCT 2008), (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 52.214-4 (OCT 2008), (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 SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Number 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

**LABOR CATEGORY RATES
B3H CORPORATION
2010**

LABOR CATEGORY	GSA PRICE	
	<i>On-Site Rates</i>	<i>Off-Site Rates</i>
Senior Management	\$128.58	\$132.89
Program Manager	\$89.56	\$94.34
Senior Project Manager	\$85.24	\$89.56
Technical Manager	\$80.89	\$85.24
Sr. Research Associate / Sr. Associate	\$47.66	\$52.01
Senior On-Site Analyst	\$47.66	\$52.01
Senior Technical Advisor	\$53.44	\$57.77
Program Analyst / Research Associate	\$54.88	\$59.22
Program Analyst II	\$85.24	\$89.56
Program Analyst III	\$128.58	\$132.89
Staff Analyst (Junior)	\$54.88	\$59.22
Staff Analyst	\$63.54	\$67.89
Computer Hardware Specialists	\$39.00	\$43.33
Computer Programmer	\$39.00	\$43.33
Computer Systems Analyst II	\$46.22	\$50.55
Computer Systems Analyst III	\$80.89	\$85.24
LAN Specialist II	\$36.11	\$40.45
Senior ADP Systems Analyst	\$85.24	\$89.56
Senior Software Engineer	\$65.01	\$69.33
Software Engineer I	\$56.33	\$60.66
Software Engineer II	\$63.54	\$67.89
Software Engineer III	\$65.01	\$69.33
Engineer III	\$49.11	\$53.44
Senior Systems Engineer	\$69.33	\$73.68
Instructor	\$39.00	\$43.33
Program/Project Administration Specialist	\$34.66	\$39.00
Technical Writer/Editor	\$34.66	\$39.00
Technician	\$34.66	\$39.00

LABOR CATEGORY DESCRIPTIONS

Senior Management

Minimum Education/Experience: Senior managers will be responsible for supervision of the program managers' performance under this contract. The senior manager will attend PMRs and other high level meetings as required by individual Task Orders. Individual(s) shall possess a Master's degree; have at least twelve years of experience applicable to the work supervised; have at least eight years experience with governmental contracts; and have five years experience as a program manager on other government contracts. The senior manager will be in a policy making position. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: The individual must be able to organize work into coherent tasks and monitor staff work to ensure the quality and timeliness of the product. Extensive working knowledge/ familiarity with automated data processing (ADP) policies and procedures is required. Must be familiar with the use of office automation to include Microsoft Word, Excel, PowerPoint, Access, and E-mail. Must have in-depth knowledge of organizational structures, functions and procedures, as well as management relationships and responsibilities.

Program Manager

Minimum Education/Experience: This individual shall possess a Master's degree in the area of his/her specialty; have at least twelve years of experience directly applicable to the work supervised; demonstrate the ability to evaluate and propose solutions to complex organizational, technical, and analytical problems; be knowledgeable in engineering, technical management, and project management; have at least five years experience in governmental contract administration. Responsible for overall direction and management of contract efforts, including technical and managerial guidance over a broad range of software modification, implementation, and maintenance. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: The individual must be able to organize research into coherent tasks and monitor staff work to ensure the quality and timeliness of the product. Extensive working knowledge/ familiarity with DOD and automated data processing (ADP) policies and procedures is required. Must be familiar with the use of office automation to include Microsoft Word, Excel, PowerPoint, Access, and E-mail. Must have in-depth knowledge of organizational structures, intelligence organizational structures, functions and procedures, as well as command relationships and responsibilities.

Senior Project Manager

Minimum Education/Experience: This individual shall possess a Master's degree in a management discipline; have at least eight years experience directly applicable to the work supervised; and be knowledgeable in requirements, acquisition, programming, and budgeting activities. Duties and responsibilities include providing fiscal and production control as well as administrative and technical direction to both technical and support task managers and individual project personnel. Program management personnel shall understand both manual and automated tools required to support effective program management. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: Must be familiar with the use of office automation to include Microsoft Word, Excel, PowerPoint, Access, and E-mail. Familiarity with organizational structures, functions and procedures, as well as management relationships and responsibilities. Functions as senior analyst or key member of a group assigned to a specific problem, and works largely without supervision.

Technical Manager

Minimum Education/Experience: This individual shall possess a Bachelor's degree, and have at least ten years of post-degree experience in the specific career field or discipline in which the work is to be performed, technical and/or managerial background, and demonstrated capacity to organize and manage multi-disciplined integration, test, engineering, and logistics tasks.

Functional Responsibility: Organizes, plans, directs, and coordinates all contract, program, or task related activities. Responsible for delivering the services and products called for under the contract. Oversees the proper execution of functional and managerial tasks, ensures the technical quality of all products, reviews and approves all deliverables. Provides oral and written briefings of a technical and/or management nature to a full spectrum of government counterparts, and higher officials. May also perform specialized technical functions. Must be familiar with the use of office automation to include Microsoft Word, Excel, PowerPoint, Access, and E-mail. Must have in-depth knowledge of organizational structures, functions, and procedures, as well as management relationships and responsibilities. Functions as senior analyst or key member of a group assigned to a specific problem, and works largely without supervision.

Senior Technical Advisor

Minimum Education/Experience: This individual shall possess a Master's degree, and have at least eight years post-degree experience in the specific career field or discipline in which the work is to be performed. Duties and responsibilities include providing scientific, functional or technical oversight and quality assurance support to programs. Needs experience in programming and budgeting activities and management concepts. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: Must be familiar with the use of office automation to include Microsoft Word, Excel, PowerPoint, Access, and E-mail. Must have in-depth knowledge of organizational structures, functions and procedures, and management relationships and responsibilities. Functions as senior analyst or key member of a group assigned to a specific problem, and works largely without supervision.

Senior On-Site Analyst

Minimum Education/Experience: This individual shall possess a Master's degree and have at least eight years of post-degree experience in the specific career field or discipline in which the work is to be performed. Responsible for overall management of technical staff; conducts analysis of overall projects and programs; accomplishes monthly status reports, prepares program reviews, and personnel evaluations, in addition to analytical reporting. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of information.

Functional Responsibility: Must be familiar with the use of office automation to include Microsoft Word, Excel, PowerPoint, Access, and E-mail. Familiarity with office automation is desirable. Must have in-depth knowledge of organizational structures, functions and procedures, as well as management relationships and responsibilities.

Sr. Research Associate/Sr. Associate

Minimum Education/Experience: This individual shall possess a Master's degree, and have at least eight years post-degree experience in the specific career field or discipline in which the work is to be performed. The individual consults with the Program Manager and other members of the group, and works closely with the client to develop approaches to problems and follow-ups as required. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: Must be familiar with the use of office automation to include Microsoft Word, Excel, PowerPoint, Access, and E-mail. Familiarity with organizational structures, functions and procedures, as well as management relationships and responsibilities. Functions as senior analyst or key member of a group assigned to a specific problem, and works largely without supervision.

Program Analyst / Research Associate

Minimum Education/Experience: This individual shall possess a Bachelor's degree in the specific field or discipline in which work is performed, and have at least four years of post-degree experience in the specific career field or discipline in which the work is to be performed.

Functional Responsibility: This individual typically works under the direct supervision of more senior professional staff members and applies specific skills to problems as directed.

Program Analyst II

Minimum Education/Experience: This individual shall possess a Bachelor's degree in the specific field or discipline in which work is performed, and have at least six years of experience in the specific career field or discipline in which the work is to be performed. The person shall work well with other members of the group and shall possess effective verbal and writing skills.

Functional Responsibility: Works independently or as a group member, and may be the principle investigator on specific portions of a project.

Program Analyst III

Minimum Education/Experience: This individual shall possess a Bachelor's degree in the specific field or discipline in which work is performed, and have at least eight years of experience in the specific career field or discipline in which the work is to be performed. This individual shall also have experience in conducting cost and operational effectiveness analysis (COEA), and in mission area plan development, and experience in writing and reviewing mission need statements (MNS) and Operational Requirements Documents (ORD). This individual should require minimum supervision and be capable of making decisions in support of the work being performed.

Functional Responsibility: Works independently or as a group member, and may be the principle investigator on specific portions of a project. Knowledge of requirements, acquisition, and modernization planning processes. Proficiency with the Microsoft Office software package.

Jr. Staff Analyst

Minimum Education/Experience: This individual shall possess an Associate's degree in activities related to management concepts, have at least four years of post-degree experience in related management concepts. Must be clearable up to and including Top Secret / Sensitive Compartmented Information, only if working in/with a project containing this level of classified information.

Functional Responsibility: Duties and responsibilities require knowledge of analytical principles to support research and analysis assignments.

Staff Analyst

Minimum Education/Experience: This individual shall possess a Bachelor's degree in the specific field or discipline in which work is performed, and have at least six years of post-degree experience in activities related to management concepts. Must be clearable up to and including Top Secret / Sensitive Compartmented Information, only if working in/with a project containing this level of classified information.

Functional Responsibility: Duties and responsibilities require comprehensive knowledge of analytical principles to support complex research and analysis assignments. Must be proficient in the use of office automation to include Microsoft Word, Excel, PowerPoint, Access, and E-mail. Familiarity with office automation is desirable.

Computer Hardware Specialist

Minimum Education/Experience: This individual shall possess a Bachelor's degree in computer science or a related technical discipline, and have at least six years of post-degree experience in either developing or acquiring computer hardware for computer systems.

Functional Responsibility: The individual shall be knowledgeable of Government regulations, manuals, technical orders, standards, and industry publications related to identifying, developing, and acquiring commercially available computer hardware required to perform the Task Order.

Computer Programmer

Minimum Education/Experience: This individual shall possess a Bachelor's degree in computer science or a related technical discipline, or in the specific field in which work is performed, and have at least six years of post-degree experience in programming. Must be clearable up to and including Top Secret/Sensitive Compartmented Information, only if working in/with a project containing this level of classified information.

Functional Responsibility: Duties and responsibilities require the application of mathematical, programming and analytical capabilities, and techniques from computer software modifications.

Computer Systems Analyst II

Minimum Education/Experience: This individual shall possess a Bachelor's degree in computer science or a related technical discipline with data processing specialization, and have at least six years of post-degree experience as a computer scientist, or computer systems analyst.

Functional Responsibility: This individual shall be knowledgeable of Government regulations, manuals, technical orders, standards, and industry publications related to computer resources/software engineering required to perform the Task Order.

Computer Systems Analyst III

Minimum Education/Experience: This individual shall possess a Master's degree in computer science or a related technical discipline with data processing specialization, and have at least ten years of post-degree experience as a computer scientist, or systems analyst.

Functional Responsibility: This individual shall be knowledgeable of Government regulations, manuals, technical orders, standards, and industry publications related to computer resources/software engineering required to perform the Task Order.

LAN Specialist II

Minimum Education/Experience: This individual shall possess a Bachelor's degree in computer science or a related technical discipline, and have at least four years of post-degree experience as a LAN specialist; and six years working experience in providing networking solutions and support services, requirements analysis, system design, and network systems administration on a variety of different networks and software products.

Functional Responsibility: Must have knowledge of network analysis for LAN services; know how to integrate computer solutions to meet user requirements; and know how to set up and configure a LAN, modems, bridges, routes, printers and other peripherals, and troubleshoot system problems; and know how to install, configure, test, and resolve configurations on both new and existing LANs.

Senior ADP Systems Analyst

Minimum Education/Experience: This individual shall have a Master's degree in computer or Automated Data Processing (ADP) related field, and have ten years experience in ADP system development to include communication architectures, five years experience in defining system requirements; and extensive knowledge of MCG&I digital data products and digital data production systems; a working knowledge of government publications for documenting the design, development, testing and logistics associated with systems acquisition; and previous experience in the field of logistical support for the acquisition, delivery, and beddown of ADP systems, to include experience in developing technical orders and other related operation and maintenance documents for ADP systems.

Functional Responsibility: The job requires a solid foundation of experience with desktop computers and a good working knowledge of Microsoft Office products that includes Word, Excel, and PowerPoint. The individual requires minimum supervision and must be capable of making decisions in support of the work being performed.

Senior Software Engineer

Minimum Education/Experience: This individual shall have a Bachelor's degree in computer or a related discipline in which work is performed, and have at least eight years of post-degree experience in software system design or modification. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: Duties and responsibilities require creativity and judgment in solving unusual and complex technical problems as they relate to computer software modifications, determining program objective requirements, and developing standards and guides for diverse engineering and scientific activities.

Software Engineer I

Minimum Education/Experience: This individual shall have an Associate's degree in computer science or a related technical discipline, and have at least three years of post-degree experience in either developing or acquiring software, in system design and system engineering or in general software support. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: The individual shall be knowledgeable of Government regulation, manuals, technical orders, standards, and industry publications related to identifying, developing, and acquiring commercially available software required to perform the Task Order. Duties and responsibilities also require comprehensive knowledge of engineering principles to support research and engineering assignments as they relate to computer software development.

Software Engineer II

Minimum Education/Experience: This individual shall have a Bachelor's degree in computer science or a related technical discipline, and have at least six years of post-degree experience in either developing or acquiring software, or in the area of software support.

Functional Responsibility: The individual shall be knowledgeable of Government regulation, manuals, technical orders, standards, and industry publications related to identifying, developing, and acquiring commercially available software required to perform the Task Order.

Software Engineer III

Minimum Education/Experience: This individual shall have a Bachelor's degree in computer science or a related technical discipline, and have at least eight years of post-degree experience in either developing or acquiring software engineering, or in the area of software support.

Functional Responsibility: The individual shall be knowledgeable of Government regulation, manuals, technical orders, standards, and industry publications related to identifying, developing, and acquiring commercially available software required to perform the Task Order.

Engineer III

Minimum Education/Experience: This individual shall have a Bachelor's degree in an engineering discipline, and have at least eight years of post-degree experience in the technical discipline required to perform the Task Order (Civil, Computer, Electrical Engineer).

Functional Responsibility: The individual shall be knowledgeable of the specific discipline required to accomplish the Task Order (e.g., satellite systems, LANs, safety, test and evaluation, QA human factors, systems acquisition, manufacturing and reproduction, fiber optics, or data communications). In addition, the individual shall be knowledgeable of government regulations, manuals, technical orders, standards, and industry publications related to the discipline required to perform the Task Order.

Senior Systems Engineer

Minimum Education/Experience: This individual shall have a Master's degree in engineering, computer science, or a related scientific field, and have at least ten years of experience in the technical discipline required to perform the Task Order. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: Duties and responsibilities require creativity and engineering judgment in solving unusual and complex engineering problems, determining program objectives and requirements, and developing standards/guides for diverse engineering and scientific activities.

Instructor

Minimum Education/Experience: This individual shall possess a Bachelor's degree in education, or related field, and have at least four years of post-degree experience. This individual should require minimum supervision and be capable of making decisions in support of the work being performed. Former US military service, civil service, or experience with a defense contractor is desirable.

Functional Responsibility: Knowledge of the automated data processing requirements, acquisition, and modernization planning processes. Proficiency with the Microsoft Office software package.

Program / Project Administration Specialist

Minimum Education/Experience: No degree is required for this position; however, technical training or proven performance in the specialty is required, with at least four years working experience as a program/project administrator. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: These duties include, but are not limited to: program/project administration and support, program/project accounting, and clerical support.

Technical Writer/Editor

Minimum Education/Experience: This individual shall possess a Bachelor's degree in English, or related field, and have at least four years of post-degree experience. This individual should require minimum supervision and be capable of making decisions in support of the work being performed. Former US military experience, civil service, or experience with a defense contractor is desirable.

Functional Responsibility: Knowledge of the automated data processing requirements, acquisition, and modernization planning processes. Proficiency with the Microsoft Office software package.

Technician

Minimum Education/Experience: No degree is required for this position; however, technical training or proven performance in the specialty is required, with at least four years working experience in security management. Must be clearable up to and including Top Secret/Sensitive Compartmented Information (TS/SCI), only if working in/with a project containing this level of classified information.

Functional Responsibility: Duties require compliance with governing DOD and Industrial Security directives to include: billet/clearance management, classified document receipt, control and shipment, equipment accountability, and security awareness training.

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Company Point of Contact:	Su Heikkinen
Phone Number:	850.651.3443
E-mail address:	su.heikkinen@b3h.com
Fax number:	850.651.4648

**Federal Supply Schedules
BLANKET PURCHASE AGREEMENT**

The use of Blanket Purchase Agreements under the Federal Supply Schedule Program has been permitted for a long time. Check Federal Acquisition Regulation (FAR) 13.203-1(f): "BPA's may also be established with Federal Supply Schedule contracts...".

For BPA's, agencies are empowered and encouraged to seek further price reductions.

Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with FAR 9.6. Teaming Arrangement may be incorporated into your BPA!

It is suggested that Offerors include the Sample BPA in their price list.

**SIMPLIFIED ACQUISITION PROCEDURES
BLANKET PURCHASE AGREEMENTS**

FAR 13.2 provide the following procedures for establishing a BPA under the Simplified Acquisition Procedures:

The Contracting Officer may use a BPA when there is:

- A need for a wide variety of items, but the exact items, quantities and delivery requirements are not known in advance.
- A need for commercial sources of supply for one or more offices that do not have purchase authority exists.
- To reduce the administrative burden of writing numerous purchase orders.
- Contracting Officers must contact Vendors to negotiate the terms and conditions of the BPA.

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 any ordering activity requirements.

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

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

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

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

Here is a general outline on how it works:

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

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- (3) The Government 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*)
 - (h) Date of shipment
- (9) The requirements of a proper invoice are as 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.

***IMPORTANT -- A new feature to the Federal Supply Schedules Program permits contractors to offer price reductions in accordance with commercial practice. Teaming Arrangements are permitted with Federal Supply contractors in accordance with FAR Part 9.6.**