



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

MacAulay-Brown, Inc.
 4021 Executive Drive
 Dayton, OH 45430-1062
 (937) 426-3421
 www.macb.com

Contract Number: **GS-35F-0275K**
 Period Covered by Contract: March 9, 2000 through March 8, 2015

General Services Administration
 Federal Acquisition Service

This revision extends the contract per the Evergreen clause and updates terms and conditions to Refresh 24.

Pricelist current for Evergreen extension granted 4 March 2010.

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

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

For Ordering: MacAulay-Brown, Inc.
4021 Executive Drive
Dayton, OH 45430-1062

For Payment: MacAulay-Brown, Inc.
4021 Executive Drive
Dayton, OH 45430-1062

MacAulay-Brown, Inc. (MACB) accepts credit cards for payments equal to or less than the micro-purchase for oral or written orders under this contract. Credit cards will not be accepted payment above the micro-purchase threshold.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:
(937) 426-3421

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) Number: 05-531-0945
Block 30: Type of Contractor - C. Large Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 31-0957692

- 4a. CAGE Code: 1K3F7
- 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	As negotiated between the ordering office and MACB Corporation

- 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: None.
- b. Quantity: None.
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discount as other Government customers.

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 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 Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products

under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a

self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

Not applicable.

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

- (b) The following statement:

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services 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

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – 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 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 (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 52.212-4 (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. RECOVERY PURCHASING

The following SIN is incorporated to include Recovery Purchasing: 132 51RC

17. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Job Title: STAFF/PRINCIPAL INFORMATION ENGINEER

General Experience: Superior functional knowledge of task order specific requirements, or developing functional requirements for complex, integrated information systems or embedded operational software. Ability to translate user requirements into functional requirements for hardware and software subsystems. Demonstrated skill in the management and control of funds and resources, demonstrated ability in managing complex multi-task contracts.

Functional Responsibility: Performs advanced and complex systematic reviews of selected functions to determine application and design of systems or models. Participates in various testing functions (i.e. string and acceptance tests) to verify that results are correct. Develops and updates functional or operating manuals outlining established methods of performing work in accordance with organizational policy. Trains clients or user personnel in the operation and capabilities of proposed models. In the absence of a program manager, performs those duties and ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation. Acting as the program manager, manages program consisting of multiple projects including project identification, design, development and delivery. Provides technical guidance and assists with problem resolution. May participate in contract negotiations.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline and eight (8) to ten (10) years experience, or Master's degree (in the fields described above) and six (6) to eight (8) years of experience, or Ph.D. (in the fields described above) and five (5) to seven (7) years of experience, or Associate's Degree (in the fields described above) and twelve (12) years of experience, or Thirteen (13) to fifteen (15) years of experience and relevant training or technical certifications.

Job Title: SENIOR INFORMATION ENGINEER

General Experience: Superior functional knowledge of task order specific requirements, or developing functional requirements for complex, integrated information systems or embedded operational software. Ability to translate user requirements into functional requirements for hardware and software subsystems. Demonstrated skill

in the management and control of funds and resources, demonstrated ability in managing complex multi-task contracts.

Functional Responsibility: Performs advanced and complex systematic reviews of selected functions to determine application and design of systems or models. Participates in various testing functions (i.e. string and acceptance tests) to verify that results are correct. Develops and updates functional or operating manuals outlining established methods of performing work in accordance with organizational policy. Trains clients or user personnel in the operation and capabilities of proposed models. In the absence of a program manager, performs those duties and ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation. Acting as the program manager, manages program consisting of multiple projects including project identification, design, development and delivery. Provides technical guidance and assists with problem resolution. May participate in contract negotiations.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline and six (6) to eight (8) years experience, or Master's degree (in the fields described above) and four (4) to six (6) years of experience, or Ph.D. (in the fields described above) and three (3) to five (5) years of experience, or Associate's Degree (in the fields described above) and eight (8) to ten (10) years of experience, or Eleven (11) to thirteen (13) years of experience and relevant training or technical certifications.

Job Title: PRINCIPAL APPLICATION ENGINEER

General Experience: Experience as an applications programmer on large-scale database management systems or complex embedded applications, knowledge of target computer equipment, ability to develop complex software to satisfy design objectives, and ability to manage and perform software engineering activities. Knowledgeable of applicable industry and Government standards.

Functional Responsibility: Leads meetings with functional/user management to define business systems requirements and to resolve problems in existing jobs. Analyzes cost and benefit trade-offs of systems solutions. Typically leads a team of other programmer analysts in any of the phases in the life cycle of application software. Leads development of systems design specifications, and prepares or reviews systems documentation and report layouts using automated tools, current design techniques or functional program specifications. Codes or reviews code of more complex programs, generates or reviews program test data, and leads test and debugging of programs. Reviews program and system documentation.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and eight (8) to ten (10) years experience, or Master's degree (in the fields described above) and six (6) to eight (8) years of experience, or Ph.D. (in the fields described above) and five (5) to seven (7) years of experience, or Associate's Degree (in the fields described above) and twelve (12) years of experience, or Eleven (11) to thirteen (13) years of experience and relevant training or technical certifications.

Job Title: INTERNET TECHNICAL SPECIALIST

General Experience: Functional knowledge of task order specific requirements and experience developing functional requirements for or designing, programming, testing, and documenting complex, Internet-based applications. Knowledge of database management systems, linking applications to databases, and programming stored procedures is desired. Knowledge of Internet browser software, HTML, active server pages, and scripting is also desired.

Functional Responsibility: Performs advanced and complex systematic reviews of selected functions to determine application and design of Internet applications and data warehouses. Designs, develops, codes and tests programs using required programming languages and database management systems. Assists in developing design specifications, prepares program and systems documentation and report layouts, generates program test data and tests and debugs programs. Provides input to user documentation. Provides software management to assigned programming teams on large projects. In the absence of a program manager, performs those duties and ensures that all required resources including manpower, production standards, computer time, and facilities are available for

program implementation. Acting as the program manager, manages program consisting of multiple projects including project identification, design, development and delivery. Assists with technical problem resolution.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and six (6) to eight (8) years experience, or Master's degree (in the fields described above) and four (4) to six (6) years of experience, or Ph.D. (in the fields described above) and three (3) to five (5) years of experience, or Associate's Degree (in the fields described above) and eight (8) to ten (10) years of experience, or Eleven (11) to thirteen (13) years of experience and relevant training or technical certifications.

Job Title: SENIOR SYSTEMS ENGINEER II

General Experience: Supervision of system architects or engineers, use of structured analysis, design methodologies and design tools, object oriented principles, and experience with the logical and physical functional, operational, and technical architecture of large and complex information systems or embedded operational software. Experience in the development and maintenance of DBMS, including design and system analysis, current operating systems software internals and data manipulation languages.

Functional Responsibility: Performs analysis, design, and development of complex computer systems software which may require some research and analysis. Evaluates and determines user needs with the maintenance of single-product modules and sub-systems. Designs and develops utility programs and operating system adjuncts such as executive programs. Participates in the development of test strategies, devices and systems. Researches problems discovered by quality assurance or product support and develops solutions to the problems. Researches and understands the marketing requirements for a product, including target environment, performance criteria, and competitive issues. Assists in the evaluation of software and hardware products.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and six (6) to eight (8) years experience, or Master's degree (in the fields described above) and four (4) to six (6) years of experience, or Ph.D. (in the fields described above) and three (3) to five (5) years of experience, or Associate's Degree (in the fields described above) and eight (8) to ten (10) years of experience, or Eleven (11) to thirteen (13) years of experience and relevant training or technical certifications.

Job Title: SOFTWARE ENGINEER

General Experience: Functional knowledge of task order specific requirements and experience developing functional requirements for or designing, programming, testing, and documenting complex, integrated information systems or embedded operational software. Ability to program software from written specifications. Experience documenting user's manuals and providing software design and test documentation is desired.

Functional Responsibility: Performs advanced and complex systematic reviews of selected functions to determine application and design of systems or models. Designs, develops, codes and tests programs using required programming languages and database management systems. Assists in developing design specifications, prepares program and systems documentation and report layouts, generates program test data and tests and debugs programs. Provides input to user documentation. Assists with technical problem resolution.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and four (4) to six (6) years experience, or Master's degree (in the fields described above) and two (2) to four (4) years of experience, or Ph.D. (in the fields described above) and one (1) to three (3) years of experience, or Associate's Degree (in the fields described above) and six (6) to eight (8) years of experience, or Nine (9) to eleven (11) years of experience and relevant training or technical certifications.

Job Title: SENIOR COMPUTER SYSTEMS ANALYST

General Experience: Experience in the analysis and design of business applications on complex, large-scale systems, including experience in database management concepts. Knowledge of state-of-the-art storage and retrieval

methods is required, as well as the ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs. Proven ability to work independently or under only general direction on complex application problems involving all phase of systems analysis is required.

Functional Responsibility: Works independently or under only general direction on complex application problems involving all phases of systems analysis to provide resolutions. Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the project manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides technical direction to lower level systems analysts.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and five (5) to ten (10) years experience, or Master's degree (in the fields described above) and four (4) to eight (8) years of experience, or Ph.D. (in the fields described above) and three (3) to seven (7) years of experience, or Associate's Degree (in the fields described above) and twelve (12) years of experience, or Eleven (11) to thirteen (13) years of experience and relevant training or technical certifications.

Job Title: COMPUTER SYSTEMS ANALYST

General Experience: Experience in the analysis and design of business applications on complex, large-scale systems, including experience in database management concepts. Knowledge of state-of-the-art storage and retrieval methods is required, as well as the ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs. Proven ability to work under only general direction on complex application problems involving all phase of systems analysis is required.

Functional Responsibility: Works independently or under general direction on computer systems that are moderately complex to analyze, plan, program, and operate. Analyzes and develops computer software having a wide range of capabilities, including numerous engineering, business, and records management. Develops plans for automation systems from project inception to conclusion. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare systems documentation, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Confers with functional proponents to determine application requirements and recommend system alternative solutions.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and two (2) to four (4) years experience, or Associate's Degree (in the fields described above) and four (4) to six (6) years of experience, or Master's degree or Ph.D. (in the fields described above) and no experience, or Six (6) to eight (8) years of experience and relevant training or technical certifications.

Job Title: JUNIOR COMPUTER SYSTEMS ANALYST

General Experience: Experience in the analysis and design of business applications on moderately-complex, systems, including experience in database management concepts. Knowledge of state-of-the-art storage and retrieval methods is required, as well as the ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

Functional Responsibility: Works under direction of senior project staff on computer systems that are moderately complex to analyze, plan, program, and operate. Analyzes and develops computer software having a wide range of capabilities, including numerous engineering, business, and records management. Develops plans for automation systems from project inception to conclusion. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare systems documentation, programs, and tests. Coordinates closely with programmers to ensure proper implementation

of program and system specifications. Confers with functional proponents to determine application requirements and recommend system alternative solutions.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and zero (0) to two (2) years experience, or Master's degree (in the fields described above) and zero (0) to two (2) years of experience, or Associate's Degree (in the fields described above) and two (2) to four (4) years of experience, or Four (4) to six (6) years of experience and relevant training or technical certifications.

Job Title: JUNIOR SYSTEMS ENGINEER

General Experience: Experience in the use of structured analysis, design methodologies and design tools, object oriented principles, and experience with the logical and physical functional, operational, and technical architecture of moderately complex information systems or embedded systems. Experience in the development and maintenance of DBMS, including design and system analysis, current operating systems software internals and data manipulation languages is desired.

Functional Responsibility: Works under direction of senior project staff on analysis, design, and development of complex computer systems software which may require some research and analysis. Evaluates and determines user needs with the maintenance of single-product modules and sub-systems. Designs and develops utility programs and operating system adjuncts such as executive programs. Participates in the development of test strategies, devices and systems. Researches problems discovered by quality assurance or product support and develops solutions to the problems. Researches and understands the marketing requirements for a product, including target environment, performance criteria, and competitive issues. Assists in the evaluation of software and hardware products.

Qualifications: Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and no experience, or Associate's Degree (in the fields described above) and two (2) years of experience, or Two (2) to four (4) years of experience and relevant training or technical certifications.

Job Title: PROJECT CONTROL SPECIALIST

General Experience: Experience performing diversified clerical, administrative, project control and accounting, and general office duties of a highly responsible and confidential nature to project manager(s) and staff. Experienced in preparing project financial statements using PC spreadsheet and accounting applications. This position requires knowledge of applicable policies, organization, and a high level of technical skills using automation tools including word processing, spreadsheets, presentation, and graphics design software.

Functional Responsibility: Maintains current project documentation and record of changes including status reports. Assists in establishing budgets and monitoring performance. Assists in activities related to project financial and administrative functions, such as budgeting, manpower and resource planning, and financial reporting. May research, report on, and recommend solutions to contractual issues. Communicates and coordinates instructions with various individuals and departments. Furnishes and obtains information from multiple sources. Organizes and maintains files of correspondence and records. Follows up on pending matters. Schedules appointments and coordinates arrangements for meetings and conferences, transcribes dictation, often of a technical and/or confidential nature. Composes and types routine letters and memoranda and assists in preparing presentations and documentation graphics. Routes or answers routine correspondence not requiring project manager's attention. Prepares special reports, gathering and summarizing data. Organizes and expedites flow of work through project manager's office. May provide supervision, training and guidance to lower level administrative assistants. May operate terminal and printer for data storage and retrieval. In the absence of an administrative specialist, acts as a receptionist, screens telephone calls, letters, and/or visitors, answers routine questions and furnishes information.

Qualifications: A college degree (two-year or four-year), or High School Diploma or equivalent and one (1) to two (2) years of office or clerical experience.

Job Title: SENIOR ENGINEER

General Experience: Superior functional knowledge of task order specific requirements, or developing functional requirements for complex, integrated information systems or embedded operational software. Ability to translate user requirements into functional requirements for hardware and software subsystems. Demonstrated skill in the management and control of funds and resources, demonstrated ability in managing complex multi-task contracts.

Functional Responsibility: Provides functional subject matter expertise required to develop advanced and complex information systems or models for enterprise resource planning activities including inventory control, order tracking, customer service, finance, and human resources. Develops and updates functional or operating manuals outlining established methods of performing work in accordance with organizational policy. Trains client or user personnel in the operation and capabilities of proposed systems. In the absence of a program manager performs those duties and ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation. Acting as the program manager, manages program consisting of multiple projects including project identification, design, development, and delivery. Provides technical guidance and assists with problem resolution. May participate in contract negotiations.

Qualifications: Bachelor's Degree in Computer Science, Information Engineering, Business or other related scientific or technical discipline and eight (8) to ten (10) years experience, or Master's degree (in the fields described above) and six (6) to eight (8) years of experience, or Ph.D. (in the fields described above) and five (5) to seven (7) years of experience, or Associate's Degree (in the fields described above) and twelve (12) years of experience, or thirteen (13) to fifteen (15) years of experience and relevant training or technical certifications.

GSA Services Pricelist					
GS-35F-0275K					
	3/9/2010 to	3/9/2011 to	3/9/2012 to	3/9/2013 to	3/9/2014 to
Labor Category	3/8/2011	3/8/2012	3/8/2013	3/8/2014	3/8/2015
Staff Information Engineer	\$ 153.38	\$ 156.45	\$ 159.58	\$ 164.37	\$ 169.30
Senior Information Engineer	\$ 121.94	\$ 124.38	\$ 126.87	\$ 130.68	\$ 134.60
Principal Application Engineer	\$ 109.79	\$ 111.98	\$ 114.22	\$ 117.65	\$ 121.18
Internet Technical Specialist	\$ 99.90	\$ 101.90	\$ 103.94	\$ 107.06	\$ 110.27
Sr. Systems Eng II	\$ 93.06	\$ 94.92	\$ 96.82	\$ 99.72	\$ 102.71
Software Engineer	\$ 87.24	\$ 88.98	\$ 90.76	\$ 93.48	\$ 96.28
Sr. Computer Systems Analyst	\$ 89.63	\$ 91.42	\$ 93.25	\$ 96.05	\$ 98.93
Computer Systems Analyst	\$ 79.96	\$ 81.55	\$ 83.18	\$ 85.68	\$ 88.25
Jr. Computer Systems Analyst	\$ 66.17	\$ 67.50	\$ 68.85	\$ 70.92	\$ 73.05
Jr. Systems Engineer	\$ 61.83	\$ 63.07	\$ 64.33	\$ 66.26	\$ 68.25
Project Control Specialist	\$ 54.07	\$ 55.15	\$ 56.25	\$ 57.94	\$ 59.68
Senior Engineer	\$ 205.36	\$ 209.47	\$ 213.66	\$ 220.07	\$ 226.67
Rates include .75% IFF					

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Vicki Summers, (937) 426-3421, Vicki.summers@macb.com, fax (937) 426-5364.