

**AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY**

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

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

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

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

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

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(410) 224-2595
www.btcg.net**

Contract Number: **GS-35F-0455P**

Period Covered by Contract: **4/19/2004 through 4/18/2014**

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PS-0004, dated August 19, 2009.

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.FAS.gsa.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 Supply Schedules Program. 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.FAS.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.FAS.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

**Bay Technologies Consulting Group, Inc.
One Research Court
Suite 450
Rockville, MD 20850**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-

purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(410) 280-9832 (Tel)

(410) 437-4508 (Fax)

crice@btcg.net

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. STATIC 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): 00-848-8913
- Block 30: Type of Contractor - B. Other Small Business
- Block 31: Woman-Owned Small Business- Yes
- Block 36: Contractor's Tax Identification Number (TIN) 52-2105850

4a. **CAGE Code:** 1GGS1

4b. **Central Contractor Registration:** Bay Technologies Consulting Group 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	Negotiated by Agency and Contractor

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: .5% Net 15 Days.
- b. Quantity: None.
- c. Dollar Volume: None
- d. Government Educational Institutions: Receive the same discount as all 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 \$100.00.

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 (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards

(FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FAS-370) (NOV 2001)

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

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

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

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

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

- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is

expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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.

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.btcg.net

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) AND ELECTRONIC COMMERCE (EC)
SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

All IT/EC 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/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

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/EC SERVICES AND PRICING

a. Bay Technologies Consulting Group has provided (starting with Page 16) a description of each type of IT Service offered under Special Item 132-51.

b. Pricing for all Bay Technologies Consulting Group's IT Services are provided on a fixed-price, hourly basis by labor category and presented on Page 26.

LABOR CATEGORY DESCRIPTIONS

PROJECT MANAGER

BTCG Job Title: **Project Manager**

Minimum General Experience:

The Project Manager must have eight (8) years experience, of which at least five (5) years must be specialized, involving program management and support, cost and systems analysis, and related administrative work. Specialized experience includes project development from inception to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity; and experience leading and supervising teams. General experience includes increasing responsibilities in information systems management and/or design.

Functional Responsibilities:

The Project Manager analyzes and interprets documentation of program administrative requirements, cost-performance and trade-offs, program completion reports, and related contractual documentation; coordinates data collection, analysis, and assessments with contractors and subcontractors; evaluates task completion and program scheduling with the Task Manager and customer representatives; reviews and analyzes plans, program documentation, writes program status reports; establishes, maintains and updates program cost, and data management files; attends progress update and staff meetings. Reviews project objectives, deliverables, scheduling, costs, staffing and technical resource; may compile, track and review program summaries, cost analyses, progress updates, staffing and labor hour allocations with program staff, sub-contractors, management representatives and auditors.

Minimum Education:

The Project Manager shall have a Bachelor's degree and 8 years experience, or a high school diploma or GED and 12+ years related work experience.

TASK MANAGER

BTCG Job Title: **Task Manager**

Minimum/General Experience:

The Task Manager shall have at least six (6) years of overall background in the management of relevant Government projects or organizations and experience in the areas of Government systems engineering, major systems acquisitions, or information systems planning and development. The Task Manager should have a demonstrated in-depth knowledge of government standards. In addition, these individuals shall have a knowledgeable background concerning documentation requirements, drawings, source selection procedures, and five (5) years of related supervision and management experience. The Task Manager shall also have demonstrated experience in interfacing between Government user communities, acquisition activities, and other federal agencies. General experience includes increasing responsibilities in information systems management and/or design and a demonstrated capability in managing task contracts and/or subcontracts of various types and complexity.

Functional Responsibilities:

The Task Manager is responsible for the completion of assigned complex or long-term tasks/projects within budgetary and scheduling guidelines.

Minimum Education:

The Task Manager shall have a Bachelor's degree in Business Administration, Engineering, Economics, Mathematics or any relevant technical field with 6 years related work experience or 10+ total years work experience in lieu of a degree.

SENIOR ANALYST

BTCG Job Title: **Senior Analyst**

Minimum/General Experience:

The Senior Analyst must have eight (8) or more years experience in researching, evaluating, designing, developing, and/or analyzing information systems (IS) or information technology (IT) applied to information architectures. The Senior Analyst must have specialized experience in analyzing software requirements with a complex design. The Senior Analyst must be able to supervise employees who analyze and evaluate present or proposed procedures and data to design computer-based solutions to business problems.

Functional Responsibilities:

A Senior Analyst coordinates and leads multiple tasks providing technical and administrative direction to personnel performing software engineering tasks. Researches, designs, and develops computer software systems, in conjunction with hardware product development, and scientific applications, applying principles and techniques of computer science, engineering, and mathematical analysis: Analyzes software requirements to determine feasibility of design within time and cost constraints. Consults with hardware engineers and other engineering staff to evaluate interface between hardware and software, and operational and performance requirements of overall system. Formulates and designs software system. Develops and directs software system testing procedures, programming, and documentation. Consults with customer concerning maintenance of software system. May coordinate installation of software system. This should include the use of client-server systems, web-based architecture, distributed databases, both wide-area and local-area communications, and a performance-based acquisition process.

Minimum Education:

The Senior Analyst shall have a Bachelor's Degree in a related technical discipline (i.e., information systems, computer science or engineering) with eight (8) years of related work experience or a total of twelve (12) years related work experience in lieu of a degree.

ANALYST

BTCG Job Title: Analyst

Minimum/General Experience:

The Analyst must have five (5) or more years experience in researching, evaluating, designing, developing, and/or analyzing information systems (IS) or information technology (IT) applied to information architectures. This includes specialized experience in analyzing software requirements with a complex design.

Functional Responsibilities:

The Analyst must be able to use client-server systems, web-based architecture, distributed databases, both wide-area, local- area communications, and a performance-based acquisition process.

Minimum Education:

The Analyst shall have a Bachelor's Degree in a related technical discipline (i.e., information systems, computer science or engineering) with five (5) years of related work experience or a total of nine (9) years related work experience in lieu of a degree.

JUNIOR ANALYST

BTCG Job Title: **Junior Analyst**

Minimum/General Experience:

The Junior Analyst position requires a minimum of two (2) years programming or systems analysis experience. Works independently, but receives guidance from Senior Systems Analysts on complex problems. Specialized experience in analyzing software requirements with an increase in the complexity of the software being engineered and analyzed.

Functional Responsibility:

Under immediate supervision, assists in research and fact-finding to develop or modify information systems. Assists in preparing detailed specifications from which programs will be written. Designs, tests, and documents those programs.

Minimum Education:

The Junior Analyst shall have a Bachelor's Degree in a related technical discipline (i.e., information systems, computer science or engineering) with two (2) years of related work experience or a total of six (6) years related work experience in lieu of a degree.

DATABASE ADMINISTRATOR

BTCG Job Title: Database Administrator

Minimum/General Experience:

The Database Administrator must have five (5) or more years experience in Administration and/or Technical databases in various hardware/software environments and related industry standard applications. Must have experience in preparing functional and detail design papers relative to the database design and be able to clearly and effectively present these to client representatives. Must be knowledgeable of data encyclopedia or repository development and maintenance. Must be able to develop, tune and maintain active databases.

Functional Responsibilities:

The Database Administrator designs, develops, prototypes, test, and implements centralized database systems, distributed database systems, and cooperative architectures using a specified database management system and other software tools. Supports data modeling techniques, logical and physical data structures, and client/server, including back ends. Responsible for all activities related to the administration of computerized databases. Assigns personnel to various projects and directs their activities. Consults and advises users of databases. Projects long-range database requirements. Directs and controls activities related to database design, implementation and maintenance. Activities include maintaining database dictionaries and systems integration through database design; establishing policies and procedures pertaining to database management, security, maintenance and utilization. Projects long-range requirements and advises management on database concepts and functional capabilities. Has a working knowledge of most phases of database management including access methods, access timing, device allocation, validation checks and statistical methods.

Minimum Education:

The Database Administrator shall have a Bachelor's degree in administrative discipline, computer science, software engineering, mathematical or related computer systems discipline with a minimum of 5 years work experience in database administration or a total of 9+ years of database administration work experience.

DOCUMENTATION SPECIALIST

BTCG Job Title: Documentation Specialist

Minimum/General Experience:

The Documentation Specialist must have a minimum of one (1) year experience in developing information systems documentation, from initial analysis through implementation and maintenance phases. The Documentation Specialist generates and updates various information systems documentation, such as requirements analysis, functional specifications, user manuals, test plans, integration plans, and discrepancy reports.

Functional Responsibilities:

The Documentation Specialist produces high quality documents, which simulate typeset quality using PC publishing software. Imports text from word processing software and reformats to enhance design characteristics. Imports graphics and integrates with text. The Documentation Specialist interviews and gathers information from staff; prepares written text for user manuals and other technical publications; consults with programmers/analysts on content and organization of manuals; designs and writes user's manuals, quick references cards, and other hard copy user documentation; designs and writes text for help screens, error messages, and on-line user documentation; updates user documentation as required; designs and maintains presentation material; edits technical documentation for staff.

Minimum Education:

The Documentation Specialist shall have a Bachelor's degree in a related discipline with a minimum of 1 year work experience or a total of 5+ years work experience in a related area (i.e. systems documentation or information systems documentation).

SENIOR SOFTWARE ENGINEER

BTCG Job Title: Senior Software Engineer

Minimum/General Experience:

The Senior Software Engineer shall have programming experience with current information technology and telecommunications technologies using mainframes, minicomputers, and/or microcomputers, networks, applications and database systems. In addition, two (2) years of experience shall be in at least one relational database software package. The Senior Software Engineer is the senior position and shall have at least eight (8) years of programming experience, including at least two (2) years as a programming supervisor, task manager, or project lead.

Functional Responsibilities:

The Senior Software Engineer must be able to be the lead analyst-programmer on a single, large complex system or lead on numerous small systems projects. Consults with users, management and technical staff. A Senior Software Engineer will have practical experience in the design, development, and test and evaluation for various computer systems, various computer platforms, programs and/or projects, hardware and software. This position can require model building, testing, and troubleshooting.

Minimum Education:

The Senior Software Engineer shall have a Bachelor's Degree in a related technical discipline (i.e., information systems, computer science or engineering) with eight (8) years of related work experience or a total of twelve (12) years related work experience in lieu of a degree.

SOFTWARE ENGINEER

BTCG Job Title: Software Engineer

Minimum/General Experience:

The Software Engineer must have at least five (5) years of programming experience, to include systems analysis; applications programming; knowledge of computer equipment; ability to develop complex software to satisfy design objectives; and ability to lead programmer efforts and provide technical direction to others. The Software Engineer requires the ability to work independently and may serve as task lead. He/she will design, develop, test, integrate, debug, and implement all or portions of complex systems. Programs will be written in various languages with DBMS interfaces or specialized high-level languages. System maintenance shall also be required to include development or modification of programs from general specifications and full documentation shall be produced in accordance with established guidelines.

Functional Responsibilities:

The Software Engineer must be able to design, develop and implement software systems and subsystems for conventional or rapid prototyping approaches for mainframes, minicomputers and client/server environments. Develops and maintains a work plan delineating the technical approach to development; assessment of major risks; development plans; recommended user/system interface approach; integration and interoperability issues; milestones; detailed task schedule; and personnel assignments. Works with users to identify current operating procedures and clarify program objectives. Consults manuals, periodicals, and technical reports to learn ways to develop programs that meet user to market requirements. Writes program documentation.

Minimum Education:

The Software Engineer shall have a Bachelor's Degree in a related technical discipline (i.e., information systems, computer science or engineering) with five (5) years of related work experience or a total of nine (9) years related work experience in lieu of a degree.

JUNIOR SOFTWARE ENGINEER

BTCG Job Title: Junior Software Engineer

Minimum/General Experience:

The Junior Software Engineer shall have at least two (2) years of experience, with four (4) years focused on programming experience and two (2) years experience in at least one relational database software package. Programmers must be experienced in structured programming techniques. Their experience shall include the design, development, and test & evaluation of systems of increasing complexity. Ability to work independently or under general direction.

Functional Responsibilities:

The Junior Software Engineer must be able to design, develop and implement software systems and subsystems for conventional or rapid prototyping approaches for mainframes, minicomputers and client/server environments. Develops and maintains a work plan delineating the technical approach to development; assessment of major risks; development plans; recommended user/system interface approach; integration and interoperability issues; milestones; detailed task schedule; and personnel assignments. Experience shall include participation in code walkthrough, development and execution of test plans, the debugging of complex systems and programs shall be expected to maintain or convert programs to meet existing or newly established coding and documentation standards. Programmers shall be expected to code and document standards. Programmers shall be expected to work closely with Quality Assurance and Independent Verification and Validation (IV&V) teams. Programs may be written in various languages with DBMS interfaces or other high-level languages. System maintenance programmers shall be required to modify programs from detailed specification.

Minimum Education:

The Junior Software Engineer shall have a Bachelor's Degree in a related technical discipline (i.e., information systems, computer science or engineering) with two (2) years of related work experience or a total of six (6) years related work experience in lieu of a degree.

IT PROFESSIONAL SERVICES LABOR RATES

<u>Labor Category</u>	<u>Rate</u>
Project Manager	\$112.56
Task Manager	\$ 97.15
Senior Analyst	\$105.79
Analyst	\$ 77.14
Junior Analyst	\$ 65.48
Database Administrator	\$ 69.71
Documentation Specialist	\$ 50.82
Senior Software Engineer	\$ 82.48
Software Engineer	\$ 66.92
Junior Software Engineer	\$ 57.96

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:

Catherine Rice
410 224 2595
410 224-4733 (fax)
crice@btcg.net

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition 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.

****Include the following language regarding Contractor Team Arrangements in the proposed FAS IT Schedule Pricelist.****

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

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

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

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

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

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

Here is a general outline on how it works:

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