



GSA FAS Schedule 70: Authorized Federal Supply Schedule

# 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



### **Business Performance Systems, LLC**

2034 Eisenhower Avenue, Suite 230

Alexandria, VA 22314

Telephone: 703-286-2813

Internet Address: <http://www.BPSconsulting.com>

Email Address: [info@BPSconsulting.com](mailto:info@BPSconsulting.com)

**Contract Number: GS-35F-0024R**

Period Covered by Contract: 10/12/2019 through 10/11/2024

Business Size: Small Business



**General Services Administration**

Federal Acquisition Service

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!<sup>™</sup> on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!<sup>™</sup> and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

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

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

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

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

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**2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Business Performance Systems, LLC  
2034 Eisenhower Avenue, Suite 230  
Alexandria, VA 22314  
Tel.: (703) 286-2813  
Fax: (703) 940-8310

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Credit cards will not be acceptable for payment above the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(703) 286-2813

**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: 019542906  
Block 30: Type of Contractor – B. Other Small Business  
Block 31: Woman-Owned Small Business - \_\_\_\_\_ No \_\_\_\_\_  
Block 36: Contractor's Taxpayer Identification Number (TIN): 54-2035733

- 4a. CAGE Code: 1U1K9
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

Not Applicable.

**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 contractor and the ordering activity



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: Government Educational Institutions are offered the same discounts as all other Government Purchasing Activities.

e. Other: *None*

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

Not Applicable.

**10. Small Requirements:**

The minimum dollar value of orders to be issued is \$100.00.

**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 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:

Not Applicable

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

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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



## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **23. SECTION 508 COMPLIANCE.**

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/](http://www.Section508.gov/).

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

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

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

(b) The following statement:

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.



(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## **26. SOFTWARE INTEROPERABILITY.**

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

## **27. ADVANCE PAYMENTS**

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



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

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM 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/IAM 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/IAM Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/IAM 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/IAM 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. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING**

### **16.1 Technical Services**

BPS offers services in five technical specialty areas:

- IT Program Management and Strategy Support
- System Verification and Test
- Independent Verification and Validation
- Application Development and Integration

#### **16.1.2 IT Program Management and Strategy Support**

BPS provides strategic information technology planning services to help clients define innovative solutions to mission and business needs. These solutions are directly linked to the strategic business goals of the organization to ensure that information systems provide measurable value and clearly support organizational transformation initiatives. BPS creates system architectures, technology assessments, implementation strategies, and deployment roadmaps that ensure a high return on investment and compliance with capital planning requirements. Specific services offered include:

- Program management office (PMO) support
- Business case development and ROI calculation
- Business requirements definition
- Business performance metric development
- Capital planning
- Technical strategy definition
- Strategy session facilitation
- Systems engineering
- Enterprise architecture definition
- Project monitoring and issue tracking
- Best-practices benchmarking

#### **16.1.3 System Verification and Test**

BPS offers software verification and testing services to ensure quality and performance. BPS' approach combines automation and agile methods to provide fast and thorough testing. Specific services offered include:

- Functional testing
- Performance testing
- Security testing & evaluation
- Accessibility testing
- System compatibility testing
- Acceptance testing





### 16.1.3 Independent Verification and Validation

BPS offers independent verification and validation services to provide clients with effective oversight of, and insight to, their most complex system development contracts. BPS' approach combines traditional structured software testing/verification with strategic assessments and recommendations to create a positive, collaborative atmosphere focused on success of the program. Specific services offered include:

- Strategic risk management
- Contractor deliverable review
- Security testing & evaluation
- System certification and accreditation
- Stakeholder outreach facilitation
- Technology assessments
- Software testing
- System acceptance testing

### 16.1.4 Application Development and Systems Integration

BPS provides system/software development services for a wide variety of e-government and e-business solutions. BPS staff members combine expertise in both business processes and available technologies to help bridge communication gaps and create effective solutions. Specific services offered include:

- Web application development
- Microsoft application development (SharePoint, Office, Exchange)
- E-business portal development
- Workflow system implementation
- Business process analysis
- System architecting
- Data modeling
- System training

## 16.2 Labor Category Descriptions

BPS defines eight labor categories, from Technical Director to Assistant Consultant, based on level of expertise rather than specific project role. This gives us the flexibility to provide exactly the right mix of skills and experience needed for any project, and to provide best-value pricing. Specific project roles and the labor category for each are defined during the proposal process. Typical project roles for each of our technical specialties include the following:

- **IT Program Management & Strategy Support:** Program Analyst, Business Analyst, Project Manager, IT Strategist, Enterprise Architect, Systems Engineer
- **System Verification and Test:** Automation Test Engineer, Performance Test Engineer, Functional Test Engineer
- **Independent Verification and Validation:** QA Manager, Technical Assessment Specialist, Programmatic Assessment Specialist, Security Assessment Specialist



- **Application Development and System Integration:** Technical Lead, System Architect, Application Developer/Programmer, Data Modeler, Business Analyst, Tester, Process/Documentation Specialist, Trainer.

The following sections define the qualifications for each labor category.

**Commercial Job Title: Technical Director.**

- **Minimum/General Experience:** Twenty years in a related field, including ten years in a management/lead position.
- **Functional Responsibility:** Defines technical and business initiatives for programs and companies. Possesses and applies recognized expertise in the field to provide leadership and guidance across multiple programs, or has primary responsibility for operations and performance of one or more business units. Recognizes emerging needs and establishes goals and work priorities.
- **Minimum Education:** Masters degree in computer science, engineering, math, physics, or technical field related to the work performed, or equivalent additional experience. Equivalent additional experience is any combination of relevant work and formal education totaling eight years. Education beyond minimum education requirement counts toward experience requirement.

**Commercial Job Title: Principal Consultant.**

- **Minimum/General Experience:** Fifteen years in a related field, including five years in a management/lead position.
- **Functional Responsibility:** Defines strategic solutions to important initiatives. Works collaboratively with senior personnel across organizational units to achieve objectives. Uses extensive experience and knowledge in the field to provide leadership and guidance across multiple projects. Participates in the development of goals and develops effective strategies to meet them. Has primary responsibility for technical, schedule, and cost performance on one or more projects.
- **Minimum Education:** Masters degree in computer science, engineering, math, physics, or technical field related to the work performed, or equivalent additional experience. Equivalent additional experience is any combination of relevant work and formal education totaling six years. Education beyond minimum education requirement counts toward experience requirement.

**Commercial Job Title: Staff Consultant.**

- **Minimum/General Experience:** Ten years in a related field, including three years in a management/lead position.
- **Functional Responsibility:** Leads or coordinates projects to achieve specified objectives. Works directly with customers to define needs, develop solutions, and plan work. Uses experience and knowledge in the field to formulate innovative and practical solutions. Performs complex tasks without supervision, and typically supervises other project team members. Has primary responsibility for technical, schedule, or cost performance for a project. Implements critical portions of the overall solution.



- Minimum Education: Bachelors degree in computer science, engineering, math, physics, or technical field related to the work performed, or equivalent additional experience. Equivalent additional experience is any combination of relevant work and formal education totaling four years. Education beyond minimum education requirement counts toward experience requirement.

**Commercial Job Title: Senior Consultant II.**

- Minimum/General Experience: Eight years in a related field.
- Functional Responsibility: Leads substantial tasks to achieve project objectives. Works with project staff to refine needs, develop solutions, and plan work. Performs complex tasks with minimal supervision, and occasionally provides oversight of other project team members. Defines the solution framework/architecture and methods that are used by other team members. Uses extensive knowledge of solution patterns, alternative tools, programming languages, and methods to synthesize innovative solutions to complex problems. Has primary responsibility for delivery of a critical solution component.
- Minimum Education: Bachelors degree in computer science, engineering, math, physics, or technical field related to the work performed, or equivalent additional experience. Equivalent additional experience is any combination of relevant work and formal education totaling four years. Education beyond minimum education requirement counts toward experience requirement.

**Commercial Job Title: Senior Consultant I.**

- Minimum/General Experience: Five years in a related field.
- Functional Responsibility: Leads activities to achieve task objectives. Works as part of a project team to refine requirements and develop solutions. Performs complex tasks with minimal guidance, and occasionally provides oversight of other project team members. Uses specialized knowledge of contemporary tools, programming languages, or methods to implement portions of the overall solution.
- Minimum Education: Bachelors degree in computer science, engineering, math, physics, or technical field related to the work performed, or equivalent additional experience. Equivalent additional experience is any combination of relevant work and formal education totaling four years. Education beyond minimum education requirement counts toward experience requirement.

**Commercial Job Title: Consultant**

- Minimum/General Experience: Two years in a related field.
- Functional Responsibility: Works as part of a project team to design and implements components of the overall solution within a specified framework using knowledge of contemporary tools, programming languages and methods. Performs complex tasks with some guidance.
- Minimum Education: Bachelors degree in computer science, engineering, math, physics, or technical field related to the work performed, or equivalent additional experience. Equivalent additional experience is any combination of relevant work and formal



education totaling four years. Education beyond minimum education requirement counts toward experience requirement.

**Commercial Job Title: Junior Consultant.**

- Minimum/General Experience: None required.
- Functional Responsibility: Implements solutions for well-defined portions of a project by applying general knowledge of technologies and applications. Works as part of a project team to deliver solutions to customers. Performs complex tasks with substantial supervision.
- Minimum Education: Bachelors degree in computer science, engineering, math, physics, or technical field related to the work performed, or equivalent additional experience. Equivalent additional experience is any combination of relevant work and formal education totaling four years.

**Commercial Job Title: Assistant Consultant.**

- Minimum/General Experience: None required.
- Functional Responsibility: Supports the work of a project team to deliver solutions to customers. Performs technical or administrative tasks under the direction of another team member. Investigates specific technical issues, maintains project databases and edits project documentation.
- Minimum Education: High school diploma or two years in a recognized technology magnet school program.

**17.3 Labor Rates**

**17.3.1 Government Site Rates**

Labor Category	10/12/19	10/12/20	10/12/21	10/12/22	10/12/23
	– 10/11/20	– 10/11/21	– 10/11/22	– 10/11/23	– 10/11/24
Technical Director	\$217.42	\$223.29	\$229.32	\$235.51	\$241.87
Principal Consultant	\$185.41	\$190.41	\$195.55	\$200.83	\$206.26
Staff Consultant	\$153.57	\$157.71	\$161.97	\$166.34	\$170.83
Senior Consultant II	\$128.59	\$132.06	\$135.63	\$139.29	\$143.05
Senior Consultant I	\$107.48	\$110.38	\$113.36	\$116.42	\$119.57
Consultant	\$80.66	\$82.84	\$85.07	\$87.37	\$89.73
Junior Consultant	\$58.49	\$60.07	\$61.70	\$63.36	\$65.07
Assistant Consultant	\$31.93	\$32.79	\$33.67	\$34.58	\$35.52



### 17.3.2 Contractor Site Rates

Labor Category	10/12/19	10/12/20	10/12/21	10/12/22	10/12/13
	– 10/11/20	– 10/11/21	– 10/11/22	– 10/11/23	– 10/11/24
Technical Director	\$234.84	\$241.18	\$247.69	\$254.38	\$261.25
Principal Consultant	\$200.27	\$205.68	\$211.24	\$216.94	\$222.80
Staff Consultant	\$165.88	\$170.36	\$174.96	\$179.68	\$184.53
Senior Consultant II	\$138.88	\$142.63	\$146.48	\$150.43	\$154.49
Senior Consultant I	\$116.10	\$119.23	\$122.45	\$125.76	\$129.15
Consultant	\$87.07	\$89.42	\$91.84	\$94.32	\$96.86
Junior Consultant	\$63.15	\$64.86	\$66.61	\$68.41	\$70.25
Assistant Consultant	\$34.48	\$35.41	\$36.37	\$37.35	\$38.36

Notes:

- Government site rates apply when personnel are assigned full time for a minimum of six months to a government site where office space and support facilities (desk, workstation, telephone, network, printers, copiers, etc.) are provided.
- Contractor site rates include office space and support facilities (desk, workstation, telephone, network, printers, copiers, etc.).

Other direct costs not included in the labor rates include out-of area travel and materials required specifically for a project (such as specialized software). Travel is billed using Federal per-diem rates. Materials costs are billed at actual cost. In all cases, other direct costs must be approved in advance by the customer.



USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS

**PREAMBLE**

Business Performance Systems 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:

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