

Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology Services

Information Technology Schedule

SIN 132-51 – Professional Information Technology (IT) Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

- Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
- Note 2:** Offerors and Agencies are advised that the Group 70 Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
- Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.



LinQuest Corporation

5140 Goldleaf Circle, Suite 400
Los Angeles, CA 90056
(323) 924-1600 phone
(323) 924-1601 facsimile
londa.phillips@linquest.com
www.linquest.com

Contract Administration: Londa Phillips
Business Size: **Small Business**

Contract Number: GS-35F-0658R

Period Covered by Contract: June 10, 2005 through August 10, 2010
with two 5-year options

General Services Administration
Federal Supply Service
Pricelist current through Mass Modification A095, dated 6 July 2010 and
PA-0005 dated 11 June 2010

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

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Information for Ordering Activities 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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract

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

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

2. Contractor's Ordering Address and Payment Information

Ordering Address:

LinQuest Corporation
Attention: Director of Contracts
5140 Goldleaf Circle
Suite 400
Los Angeles, CA 90056

719-884-8448 phone
719-884-0672 facsimile
londa.phillips@linquest.com

Payment Address is as Follows:

Payment via Wire Transfer
Financial Institution: Comerica
Bank, Los Angeles Office

9-Digit ABA routing number: see
invoice

Account number: see invoice

Payment via Check/ U.S. Mail

LinQuest Corporation
5140 Goldleaf Circle
Suite 400
Los Angeles, CA 90056

LinQuest will accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be accepted for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

3. Liability for Injury or Damage

LinQuest Corporation 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: 14-038-9763
Block 30: Type of Contractor: B. [Other Small Business](#)
Block 31: Woman-Owned Small Business: No
Block 32: HUBZone Small Business: No
Block 34: Subcontracting Plan (Small Business): B. Not Required
Block 37: Contractor's Taxpayer Identification Number (TIN): 57-1192153
Block 38: Common Parent's Name: None
Block 40: Veteran-Owned Small Business: C. Not Veteran Owned Small Business

CAGE Code: 3MZU6

Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. Delivery Schedule

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	As Required

- 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.

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. Not applicable to services.

9. Statement Concerning Availability of Export Packing

Not applicable to services.

10. Small Requirements

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

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

The Maximum Order value for the following Special Item Number (SIN) 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 Supply 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 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.fss.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 noted below:

None.

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 apply.

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:

To be addressed on a task order basis.

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

24. Prime Contractor Ordering From Federal Supply Schedules

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

- (a.) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b.) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. Insurance Work on a Government Installation (JAN 1997) (FAR 52.228-5)

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

26. Software Interoperability

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

27. Advance Payments

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

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT 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. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- a. When ordering services, ordering activities shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable

schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

- b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—
 - (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - (i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
 - (ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.
 - (2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- c. The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- d. When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- e. The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. 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.

5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

Travel costs, to include applicable burdens, shall be in accordance with LinQuest disclosed practices and DCAA audited rates current at the time of performance.

6. 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.

7. 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.

8. 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.

9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

10. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

11. 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.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. 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.

14. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

15. 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.

16. 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.

17. DESCRIPTION OF IT SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Please see appendices for Labor Hour Price List, Labor Categories Descriptions, and Degree/Experience Equivalency.
- c. The rates included in our Schedule Pricelist for IT Services represent fully loaded hourly labor rates for each skill classification for work performed at Contractor sites or Government sites. LinQuest will furnish all normal supplies and services required for the work (some may be an additional direct charge to the customer). This includes facilities, supplies, personal computers, business software, and telephones.

- (1) Work at Government Site. Work performed at the Government's site within the geographical scope of the contract will be provided at the rates contained in the Schedule Pricelist for IT Services.
- (2) Work at Contractor Site. Work performed at the Contractor's site within the geographical scope of the contract will be provided at the rates contained in the Schedule Pricelist for IT Services.
- (3) Security Clearance Requirements. In the event that security requirements are necessary, the ordering activities may incorporate in their delivery orders a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will be negotiated with the ordering agency on an open market basis outside the scope of the contract.

Appendices

<i>Appendix A: Labor Rates</i>	<i>A-1</i>
<i>Appendix B: Labor Category Descriptions</i>	<i>B-1</i>
<i>Appendix C: Degree/Experience Equivalency</i>	<i>C-1</i>



Appendix A

IT Schedule 70 Labor Rates
Professional Information Technology Services, SIN 132-51
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Labor Category Title		Year 1	Year 2	Year 3	Year 4	Year 5
		Through 6/9/06	Through 6/9/07	Through 6/9/08	Through 6/9/09	Through 8/10/10
1	Functional Expert Consultant -- Level IV	\$ 295.23	\$ 311.46	\$ 328.59	\$ 346.67	\$ 365.73
2	Functional Expert Consultant -- Level III	\$ 238.47	\$ 251.59	\$ 265.42	\$ 280.02	\$ 295.42
3	Advanced Technology Program Manager	\$ 188.67	\$ 199.05	\$ 209.99	\$ 221.54	\$ 233.73
4	Subject Matter Expert, Level III	\$ 180.85	\$ 190.80	\$ 201.29	\$ 212.36	\$ 224.04
5	Subject Matter Expert, Level II	\$ 158.37	\$ 167.08	\$ 176.27	\$ 185.96	\$ 196.19
6	Engineering Senior Associate	\$ 133.93	\$ 141.29	\$ 149.06	\$ 157.26	\$ 165.91
7	Advanced Technology Task Leader	\$ 116.33	\$ 122.72	\$ 129.47	\$ 136.59	\$ 144.11
8	Advanced Technology Senior Engineer	\$ 96.78	\$ 102.10	\$ 107.71	\$ 113.64	\$ 119.89
9	Advanced Technology Engineer	\$ 84.07	\$ 88.70	\$ 93.58	\$ 98.72	\$ 104.15
10	Senior Training Specialist/Instructor	\$ 71.36	\$ 75.29	\$ 79.43	\$ 83.80	\$ 88.41
11	Administrative/Clerical Level II*	\$ 56.70	\$ 59.82	\$ 63.11	\$ 66.58	\$ 70.24

*Administrative time must be bought with associated technical time – cannot be purchased stand-alone.



**IT Schedule 70
Labor Category Descriptions and Requirements**

**Professional Information Technology Services, SIN 132-51
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1. FUNCTIONAL EXPERT CONSULTANT, LEVEL IV

- Education: B.A. or B.S. degree
- General Experience: N/A
- Specialized Experience: This position requires 10 years of experience in the appropriate area.
- Duties: Provides task unique functional expertise necessary to interpret requirements, ensure responsiveness and achieve successful performance. May include subject matter and unique technical knowledge. Assists Information Technology consultants with the analysis, evaluation and implementation of systems and other information technology tasks.

2. FUNCTIONAL EXPERT CONSULTANT, LEVEL III

- Education: B.A. or B.S. degree
- General Experience: N/A
- Specialized Experience: This position requires 5 to 10 years of experience in the appropriate area.
- Duties: Provides task unique functional expertise necessary to interpret requirements, ensure responsiveness and achieve successful performance. May include subject matter and unique technical knowledge. Assists Information Technology consultants with the analysis, evaluation and implementation of systems and other information technology tasks.

3. ADVANCED TECHNOLOGY PROGRAM MANAGER

- Education: B.A. or B.S. degree.
- General Experience: Must have 10 years of experience, including at least 8 years of IT and/or information system management experience.
- Specialized Experience: At least 6 years of direct supervision of IT software development, integration, maintenance projects, and/or telecommunications systems and at least 2 years of experience directing new technology and research and development (R&D)–based programs. Must be capable of leading projects

using advanced technologies that involve the successful management of teams composed of data processing and other information management professionals who have been involved in analysis, design, integration, testing, documenting, converting, extending, and implementing high technology (i.e., Internet or intranet) systems. Must have proven skills that are specified in the delivery order to be managed.

- Duties: Performs day-to-day management of overall contract support operations, involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities. Must be capable of negotiating and making binding decisions for the company.

4. SUBJECT MATTER EXPERT, LEVEL III

- Education: B.A. or B.S. degree.
- General Experience: Must have 15 years of experience in the IT field.
- Specialized Experience: At least 10 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.
- Duties: Provides technical, managerial, and administrative direction for problem definition, analysis, requirements development and implementation for complex to extremely complex systems in the subject matter area. Makes recommendations and advises on organization-wide system improvements, optimization or maintenance efforts in the following specialties: information systems architecture; networking; telecommunications; automation; communications protocols; risk management/electronic analysis; software; life-cycle management; software development methodologies; and modeling and simulation.

5. SUBJECT MATTER EXPERT, LEVEL II

- Education: B.A. or B.S. degree.
- General Experience: Must have 12 years of experience in the IT field.
- Specialized Experience: At least 8 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.
- Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex to complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications in the following specialties: information systems architecture; networking; telecommunications; automation; communications protocols; risk management/electronic analysis; software; life-cycle management; software development methodologies; and modeling and simulation.

6. ENGINEER SENIOR ASSOCIATE

- Education: B.A. or B.S.
- General Experience: N/A
- Specialized Experience: At least 6 years expertise in one or more of the following areas: end-to-end systems engineering, digital communications component design, requirements analysis and development, communications modeling and simulation, software development, or communications systems operations.
- Duties: Develops, plans, organizes and leads major consulting assignments as well as those requiring a high degree of creativity. Determines objectives and methodology; selects and assigns staff; establishes and monitors schedules and progress, taking corrective action as necessary. Responsible for multiple project output and deliverables. May function as a technical expert on own or other assignments. Responsible for project financial management.

7. ADVANCED TECHNOLOGY TASK LEADER

- Education: B.A. or B.S. degree.
- General Experience: Must have 3 years of progressive working experience as a computer specialist or a computer systems analyst, including at least project involving Internet/intranet/web application development or equivalent leading-edge technology.
- Specialized Experience: At least 1 year of application development experience with an advanced technology such as Internet/intranet or web applications.
- Duties: Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis through testing, using Internet/intranet technology. Must be knowledgeable in performing requirements analysis for a wide range of users in areas of office automation and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, and interpretation of software test results, as well as recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

8. ADVANCED TECHNOLOGY SENIOR ENGINEER

- Education: B.A. or B.S. degree or 5 years of equivalent experience in a related field.
- General Experience: Must have 3 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.
- Specialized Experience: At least 1 year of experience developing applications using advanced technologies, including Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

- Duties: Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

9. ADVANCED TECHNOLOGY ENGINEER

- Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.
- General Experience: Must have 2 years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and equipment analysis.
- Specialized Experience: At least 1 year of experience developing applications using advanced technologies, such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.
- Duties: Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

10. SENIOR TRAINING SPECIALIST/INSTRUCTOR

- Education: B.A. or B.S. degree.
- General Experience: Must have 6 years of experience in information system development, training, or related fields.
- Specialized Experience: At least 3 years of experience in developing and providing IT and end user training on computer hardware and application software.
- Duties: Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars. Provides daily supervision of, and direction to, staff.

11. ADMINISTRATIVE/CLERICAL, LEVEL II

- Education: No degree required.
- General Experience: N/A.
- Specialized Experience: This position requires 3 to 5 years of experience in the appropriate area.
- Duties: Provides general-purpose administrative and clerical support for project tasks. May include secretarial, word-processing, graphics, desktop publishing, editing and coordination.

**IT Schedule 70
Degree/Experience Equivalency**

**Professional Information Technology Services, SIN 132-51
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The labor category definitions in our Schedule describe the functional responsibilities and education and experience requirements for each labor category. These requirements are a guide to the types of experience and educational background of typical personnel in each labor category.

Education and experience may be substituted for each other. Each year of relevant experience may be substituted as indicated below.

<u>Degree</u>	<u>Experience Equivalence</u>
Bachelors	Associate degree + 3 years experience or 5 years experience
Masters	Bachelors + 3 years experience, or Associates + 6 years experience
Doctorate	Masters + 4 years experience, or Bachelors + 7 years experience

Further, both parties recognize that on occasion there may be a need to waive the requirements in order to utilize the best individual for the task. Therefore, waivers to the education/experience requirements may be granted by either the Task Order contracting officer or contracting officer technical representative. Should the waiver be included in our proposal, award of said proposal shall be deemed a grant of the waiver.