

FEDERAL SUPPLY SERVICE  
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES  
Special Item No. 132-51, Category Code S

FPDS Class D301	Resources and Facilities Management
FPDS Class D302	Database Planning and Design
FPDS Class D306	Systems Analysis and Design
FPDS Class D307	Network Services
FPDS Class D308-1	Programming
FPDS Class D311	Conversion and Implementation Support
FPDS Class D316	Network Services Project Management
FPDS Class D317-1	Data/Records Management
FPDS Class D399	Other Information Technology Services, Not Elsewhere Classified

**MacAulay-Brown, Inc.**  
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**Dayton, OH 45430**  
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Contract Number: **GS-35F-0137J**

**REVISION 3 Effective December 14, 2003 to extend period of performance per  
Modification PS0003**

Period Covered by Contract: December 14, 1998 through December 13, 2008



**General Services Administration**  
**Federal Supply Service**

Products and ordering information in this Authorized INFORMATION TECHNOLOGY Schedule Pricelist is also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing GSA's Home Page via Internet at [www.gsa.gov](http://www.gsa.gov).

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## **I. INFORMATION FOR ORDERING OFFICES**

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### **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](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply 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:** The geographic scope of contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.

**2. MACAULAY-BROWN'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

MacAulay-Brown, Inc.  
4021 Executive Drive  
Dayton, OH 45430  
(937) 426-3421 Voice  
(937) 426-5364 Fax

MACAULAY-BROWN is required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on

the invoice. The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: (937) 426-3421 Voice; (937) 426-5364 Fax.

**3. LIABILITY FOR INJURY OR DAMAGE:** MACAULAY-BROWN shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by MACAULAY-BROWN, unless such injury or damage is due to the fault or negligence of MACAULAY-BROWN.

**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: 09-650-0483  
Block 30: Type of Contractor– B – Other Small Business  
Block 31: Small Disadvantaged Business (8(a)) – No  
Block 36: MACAULAY-BROWN's Taxpayer Id Number (TIN): 31-0957692

**4a. CAGE Code:** 4R389

**5. FOB:** Destination

**6. DELIVERY SCHEDULE: TIME OF DELIVERY:** MACAULAY-BROWN shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth in the Order.

**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: Negotiable for orders over the MOL.
- c. Dollar Volume: Negotiable for orders over the MOL.
- d. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Discount for use of Government Credit Card: None
- f. 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:** N/A

**10. SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is \$100.

**11. MAXIMUM ORDER:** The maximum dollar value per order for all IT Professional services will be \$500,000.00, exclusive of any prompt payment discount (See Paragraph 12c below).

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.**

**NOTE:** Special ordering procedures have been established for SIN 132-51, IT Professional Services. Refer to the terms and conditions on pages 9 through 15 of this pricelist.

In accordance with FAR 8.404: Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

**a. ORDERS PLACED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.**

Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule contractor.

**b. ORDERS EXCEEDING THE MICRO-PURCHASE THRESHOLD BUT NOT EXCEEDING THE MAXIMUM ORDER THRESHOLD.** Orders should be placed with the Schedule contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the service representing the best value, the ordering office may consider: (1) special features of the service that are required in effective program performance and that are not provided by a comparable service; and, (2) past performance.

**c. ORDERS EXCEEDING THE MAXIMUM ORDER THRESHOLD.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

(1) Review additional Schedule contractors' catalogs/pricelists or use the GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule contractor(s) appearing to provide the best value (considering price and other factors); and;

(3) After price reductions have been sought, place the order with the Schedule contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, MACAULAY-BROWN may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or;

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

**d. BLANKET PURCHASE AGREEMENTS (BPAS).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

**e. PRICE REDUCTIONS.** In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

**f. SMALL BUSINESS.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

**g. DOCUMENTATION.** Orders should be documented, at a minimum, by identifying the contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

**13. FEDERAL INFORMATION TECHNOLOGY / TELECOMMUNICATION STANDARDS REQUIREMENTS:** Federal departments and agencies 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 offices, shall be responded to promptly.

**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. SECURITY REQUIREMENTS:** In the event 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 not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

**15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:** Any ordering office, 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 Government'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. For administrative convenience, an ordering office 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 office 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. MACAULAY-BROWN, INC. 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 MACAULAY-BROWN.

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: N/A

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

## **20. YEAR 2000 WARRANTY — COMMERCIAL SUPPLY ITEMS**

“Year 2000 compliant” as used in this part, means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

MACAULAY-BROWN warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by MACAULAY-BROWN, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of MACAULAY-BROWN's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to MACAULAY-BROWN in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

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

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

**22. MACAULAY-BROWN, INC. 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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **23. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

The requisitioning 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.

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

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

- (a) A copy of the authorization from the Agency 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.
-

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

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### **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. MACAULAY-BROWN shall provide services at MACAULAY-BROWN's facility and/or at the Government location, as agreed to by MACAULAY-BROWN and the ordering office.

### **2. PERFORMANCE INCENTIVES**

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

d. The above procedures do not apply to Time and Material or labor hour orders.

### **3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)**

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).

The GSA has determined that the rates for services contained in the contractor's pricelist are fair and reasonable. However, the ordering office 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 offices 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 contractors 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 office 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 quotation may be requested. The firm-fixed price shall be based on the hourly 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 material orders.

(iii) The request may ask the contractors, if necessary or appropriate, submit a project plan for performing the task and information on 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 contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request for quotations shall notify contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors' locations, as appropriate). 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.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for quotation should be provided to additional contractors that offer services that will

meet the agency's needs. Ordering offices should strive to minimize contractors' costs associated with responding to requests for quotations 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)

(c) 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 office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall –

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office 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 that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (a)(2)(ii) above, 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 office 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 office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office 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)

The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, 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 agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors' quotations 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.

Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist under "Information for Ordering Offices," Paragraph #12.

**ORDERS PLACED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.**

Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule contractor.

**ORDERS EXCEEDING THE MICRO-PURCHASE THRESHOLD BUT NOT EXCEEDING THE MAXIMUM ORDER THRESHOLD.** Orders should be placed with the Schedule contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the service representing the best value, the ordering office may consider— (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.

**ORDERS EXCEEDING THE MAXIMUM ORDER THRESHOLD.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

(i) Review additional Schedule contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(ii) Based upon the initial evaluation, generally seek price reductions from the Schedule contractor (s) appearing to provide the best value (considering price and other factors); and

(iii) After price reductions have been sought, place the order with the Schedule contractor that provides the best value and results in the lowest overall cost alternative. If further

price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the contractor may:

(A) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(B) Offer the lowest price available under the contract; or

(C) Decline the order (orders must be returned in accordance with FAR 52.216-19).

**4. BLANKET PURCHASE AGREEMENTS (BPAS).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

**5. PRICE REDUCTIONS.** In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

**6. SMALL BUSINESS.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

**7. DOCUMENTATION.** Orders should be documented, at a minimum, by identifying MACAULAY-BROWN the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

## **8. 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 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.

## **9. PERFORMANCE OF SERVICES**

a. MACAULAY-BROWN shall commence performance of services on the date agreed to by MACAULAY-BROWN and the ordering office.

b. MACAULAY-BROWN agrees to render services only during normal working hours, unless otherwise agreed to by MACAULAY-BROWN and the ordering office.

c. The Agency 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 MACAULAY-BROWN 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 MACAULAY-BROWN travel. MACAULAY-BROWN cannot use GSA city pair contracts.

**10. INSPECTION OF SERVICES:** The Inspection of Services–Fixed Price (AUG 1996) 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) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

**11. RESPONSIBILITIES OF MACAULAY-BROWN:** MACAULAY-BROWN 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 Rights in Data – General, may apply.

**12. RESPONSIBILITIES OF THE GOVERNMENT:** Subject to security regulations, the ordering office shall permit MACAULAY-BROWN access to all facilities necessary to perform the requisite IT Services.

**13. INDEPENDENT CONTRACTOR:** All IT Services performed by MACAULAY-BROWN under the terms of this contract shall be as an independent contractor, and not as an agent or employee of the Government.

## **14. 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 contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving contractor, any entity into or with which 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 Government contract, without some restriction on activities by contractor and its affiliates, may either (i) result in an unfair competitive advantage to contractor or its affiliates or (ii) impair 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 Government, ordering offices may place restrictions on 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.

**15. INVOICES:** MACAULAY-BROWN, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office 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.

**16. PAYMENTS:** For firm-fixed price orders the Government shall pay MACAULAY-BROWN, 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

**17. RESUMES:** Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

**18. INCIDENTAL SUPPORT COSTS:** Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

**19. APPROVAL OF SUBCONTRACTS:** The ordering activity may require that MACAULAY-BROWN 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.

## 20. DESCRIPTION OF SERVICES AND PRICING

### a. INFORMATION TECHNOLOGY PROFESSIONAL SERVICES:

The following, not all inclusive, list of IT Professional Services is representative of the types of MACAULAY-BROWN, Inc. services available through this Schedule contract:

<b>Information Technology Services</b>	<b>Description</b>
Resources and Facilities Management	Define requirements, design, install, integrate, and maintain computer networks, management information systems, data warehousing archives, general computer-based hardware and software applications to support operations and management of personnel, materials and facilities for research development and testing.
Database Planning and Design	Structure, implement, and maintain relational databases supporting planning, operations, maintenance, testing and staffing of developmental and operational systems and processes including components, performance, logistics, documentation, simulations, analytical results and empirically derived data.
Systems Analysis and Design	Develop client requirements, survey industry sources, compile technical and cost information, evaluate emerging technologies, and develop and assess system design alternatives on the basis of performance and cost. Demonstrate integration and performance of general purpose computers and process instrumentation systems used for collection of data, monitoring of processes /tests, and networking of data between user sites and automated facilities / systems, analysis or performance and archiving of data.
System Installation and Test	Program, test, and install new data systems. Modernize existing data systems through re-hosting on new client-server or PC based platforms and implementation of latest generation application software, programming languages, and operating systems. Perform Independent Verification and Validation (IV&V) on software and models/simulations to ensure accuracy of system operation and validity of models.
Network Services	Design, install, and maintain Local/Wide Area Network (LAN/WAN) systems for general corporate use and for specific client applications.
Data and Records Management	Provide data and configuration management support for client data and records including design documentation, plans and schedules, modeling/simulation results, equipment configuration, status, and test data. Implement in an automated or user intervention based system with multiple concurrent client sites providing: 1) encrypted networking and remote access, 2) structured document management, and 3) national security / defense classified data management
Modeling and Simulation	Develop, modify, execute and document models and simulations of complex processes, integrated systems and systems-of-systems. Model and simulation fidelity and execution requirements balanced against cost and schedule for optimum cost effectiveness.
Engineering Design Tool	Develop specialized, general computer-based, software tools enabling

Development	designers and planners to define requirements, make design tradeoffs, accelerate new product development and evaluation, and maximize return on resources.
Office Automation	Design, develop, distribute, install and support integrated custom office automation packages responding to the unique needs of the client in the areas of proprietary data management, integrated process team task execution and status, physical and personnel resource acquisition and tracking in both commercial and government environments..
Test Data Processing and Dissemination	Design, develop, install, and document specialized software for collection, processing and dissemination of system, hardware and software test data between sites. Transfer test data between sites using various communication and encryption protocols. Develop and execute test plans and reduce, process, analyze and disseminate test data using e-mail, postings, and user-friendly databases.
Internet Applications Development Support	Develop and implement Internet related software applications. Design and maintain custom Web Pages and Web Sites for clients.
Network Services Project Management	Design , develop, recommend, and install customer project and program management systems: adapt, modify, and install existing software packages; evaluate emerging technologies; train client in the use of management systems and assist clients in implementation of specific project management recommendations.

**b. LABOR CATEGORIES AND QUALIFICATIONS OF IT PROFESSIONALS:**

<b>Commercial Job Title</b>	<b>Minimum Education</b>	<b>Functional Responsibility</b>	<b>Minimum/General Experience</b>
Senior Project Manager	Masters degree and 15 years of experience; or a Bachelors degree and 20 years of work experience; or 25 years total experience.	Leads large projects with responsibility for achieving all technical, financial, and schedule objectives. Develops program plans, assigns tasking, monitors work progress, and reports status to Corporate Management. Serves as primary interface to the customer. Reviews and approves contract deliverables.	Must have 15 years of total experience. At least five (5) years of experience must have been at the project manager level. Projects must have been of sufficient magnitude to require participation by three or more engineering, analyst, or technical personnel.
Principal Engineer/Analyst	Masters degree and 15 years of experience; or a Bachelors degree and 20 years of experience; or 25 years total experience.	Provides senior engineering and analytical expertise to programs. Serves as principal technical contributor on projects. Develops program technical plans, assigns and supervises technical resources and monitors technical progress and schedule. May serve as project manager on smaller tasks.	Minimum of 15 years experience, at least two (2) years of which must be in a technical field related to the task.
Staff Engineer/Analyst	Masters degree and 10 years of	Provides senior engineering and analytical expertise to programs.	Minimum of 10 years experience, at least two

	experience; or a Bachelors degree and 15 years of work experience; or 20 years total experience.	Serves as individual contributor and/or lead engineer/analyst on system/software design, analysis, integration, and testing projects. Develops technical plans, supervises technical resources, and monitors technical progress and schedule. Prepares/reviews program documentation	(2) years of which must be in a technical field related to the task.
Senior Engineer/Analyst	Masters degree and 5 years of experience; or a Bachelors degree and 8 years of work experience; or 15 years total experience.	Provides senior engineering and analytical expertise to programs. Serves as individual contributor and/or lead engineer/analyst on system/software design, analysis, integration, and testing projects. Prepares/reviews program documentation. May supervise other engineers and technical staff members.	Minimum of 5 years of experience, at least two (2) years of which must be in a technical field related to the task.
Journeyman Engineer/Analyst	Masters degree and one (1) year of experience; or a Bachelors degree and three (3) years of work experience	Provides engineering and analytical support to projects. Serves as individual contributor on system/software design, modeling/simulation, integration, and testing tasks. Prepares program documentation.	Minimum of 1 to 3 years experience depending on the level of education.
Apprentice Engineer/Analyst	Must have a Bachelors degree	Provides engineering and analytical expertise as individual contributor on system/ software design, modeling/ simulation, integration, and testing tasks.	Minimum of 6 months experience.
Research Assistant/Senior Technician	Bachelors degree or a minimum of five (5) years of field training or experience	Provides engineering and analytical support to projects. Leads and performs project tasks involving hardware fabrication and assembly, system maint., troubleshooting, test and repair.	Minimum of 6 months to 5 years experience, depening on years of education and/or field training.
Senior Administrative Support	High School diploma	Prepares program documentation, briefings, using word processing, spreadsheet, and graphics presentation software. Edits and reviews technical documentation and data deliverables.	Must have a minimum of five (5) years of experience in preparation of technical documentation and general administrative support.
Technician/Administrative Support	High School diploma	Assists in preparation of program documentation, briefings, using word processing, spreadsheet, and graphics presentation software. Performs hardware fabrication, assemble, repair, test and maint.	Must have a minimum of two (2) years of experience in technical or administrative support area required by task.

Coop	High School diploma and working on a Bachelor's degree in a related field.	Provides engineering, software, and analytical support to the project technical and management personnel.	Minimum of 6 months experience in a related field.
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Note: All categories of labor/personnel reflected above are currently employed by MacAulay-Brown and are available for assignment.

**c. DISCOUNTED HOURLY INFORMATION TECHNOLOGY (IT) RATES :**

<b>Labor Categories</b>	<b>Labor Rates</b>
Senior Project Manager	\$ 121.17
Principal Engineer/Analyst	\$ 110.29
Staff Engineer/Analyst	\$ 84.16
Senior Engineer/Analyst	\$ 76.15
Journeyman Engineer/Analyst	\$ 62.19
Apprentice Engineer/Analyst	\$ 52.21
Research Assistant/Sr Tech	\$ 66.19
Senior Administrative Support	\$ 40.28
Technician/Admin Support	\$ 32.16
Co-op	\$ 23.97

Note: The above rates include the .75% Industrial Funding Fee.

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

**PREAMBLE**

MACAULAY-BROWN, Inc. provides commercial products and services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities please contact Vicki Summers (937) 426-3421.

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE  
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act, \_\_\_(Agency) and MACAULAY-BROWN enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

**Signatures**

_____	_____	_____	_____
AGENCY	DATE	MACAULAY-BROWN	DATE

BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, MACAULAY-BROWN agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<b>MODEL NUMBER/PART NUMBER</b>	<b>*SPECIAL BPA DISCOUNT/PRICE</b>
_____	_____
_____	_____

(2) Delivery:

<b>DESTINATION</b>	<b>DELIVERY SCHEDULE/DATES</b>
_____	_____
_____	_____

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

<b>OFFICE</b>	<b>POINT OF CONTACT</b>
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and MACAULAY-BROWN's invoice, the provisions of this BPA will take precedence.

## **BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

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

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

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

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

Here is a general outline on how it works:

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