



3122 Golansky Blvd., Suite 202, Woodbridge, Virginia 22192
Phone: (703) 580-1995 Fax: (703) 580-1975 <http://www.mmtsi.com>

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

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

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D316 IT Network Management Services

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

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

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

**McKinney & Mckinney Technical Services, Inc.
DBA (M&M Technical Services Inc.)**

3122 Golansky Blvd. Suite 202
Woodbridge, Virginia 22192
Phone (703) 580-1995
Fax (703) 580-1975
<http://www.mmtsi.com>

Contract Number **GS-35F-359AA**

DUNS **003009722**

Period Covered by Contract: **May 1, 2013 – April 30, 2018**



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!™ online 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.

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

3122 Golansky Blvd. Suite 202
Woodbridge, Virginia 22192

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

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

(P) (703) 580-1995



3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL 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: 00-3009722
Block 30: Type of Contractor: Small Business -
Block 31: Woman-Owned YES
Block 36: Contractor's Taxpayer Identification Number (TIN): 62-1417549

4a. CAGE Code: **1F6P9**

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. **DELIVERY SCHEDULE** As agreed upon between the Ordering Activity and McKinney & McKinney Technical Services, Inc

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:

132-51 * Days *To be negotiated between contractor and ordering activity.

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: 1%

a. **Prompt Payment:** 0 % - 30 days

b. **Quantity:** NONE

c. **Dollar Volume:** 1% additional for orders \$25,000 to \$250,000

d. **Government Educational Institutions:** Government and Educational institutions are offered the same discount as all other Government customers.

e. **Other:** NONE

8. TRADE AGREEMENTS ACT OF 1979, as amended:



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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

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 Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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.22nd Century Technologies, Inc. GS-35F-0579T Page 7

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 (Part19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.



19. OVERSEAS ACTIVITIES

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

NOT APPLICABLE

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.tscti.com
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. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be



specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. 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.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.



"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

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

12. PAYMENTS

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT 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. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices. The following is an example of the manner in which the description of a commercial job title should be presented:



3122 Golansky Blvd., Suite 202, Woodbridge, Virginia 22192
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EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Michelle McKinney
703 580 1995
mmckinney@mmtsi.com



BEST VALUE

**BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) 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 ordering activity that works better and costs less.

Signatures

Agency _____ Date

Contractor _____ Date



BPA NUMBER _____

(CUSTOMER NAME) BLANKET PURCHASE
AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER	* SPECIAL BPA DISCOUNT/PRICE

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement be _____.

- (4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;

- (b) Contract Number;



- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

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

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

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



BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

Orders under a Team Arrangement are subject to terms and conditions of 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



Labor Descriptions

Administrator - Junior

Years Experience: Two years of experience in an office environment.

Years Education: Associates degree

Responsibilities: The Junior Administrator will be responsible for assisting office staff in maintaining files and databases; assisting in the preparation of reports, presentations, memorandums, proposals, and correspondence; tracking office supply inventory; and assisting in the preparation of department budgets and expenses.

Administrator – Senior

Years Experience: Three years of experience providing administrative services in an office environment.

Years Education: Bachelor's degree

Responsibilities: The Senior Administrator will be responsible for preparing reports, presentations, memorandums, proposals, and correspondence; assigning jobs and duties to office staff as needed; monitoring office operations, scheduling appointments and meetings for executives and upper level staff; managing staff schedules; and supervising all administrative personnel.

Application Developer – Intermediate

Years Experience: Five years of experience in the analysis, planning, design, development, installation, and support of integrated systems. Experience required in program, financial and resources management, engineering support, and acquisition/development of systems and equipment.

Years Education: Bachelor's degree

Responsibilities: The Intermediate Application Developer will identify and re-engineer areas of existing client applications with the use of new technologies and complete development, testing, and staging. This position will oversee the research, development, design, installation, and testing of integrated systems of personnel, materials, machinery, and equipment to ensure conformity to functional specifications and client requirements. The Intermediate Application Developer will conduct and coordinate program activities designed to provide technology that will ensure effective and economical support of products, systems, or equipment. This position will utilize computer-assisted engineering and design software and equipment to perform engineering tasks and will coordinates the operation, maintenance, repair, and testing of equipment and systems in field installations.

Database Analyst

Years Experience: Two years of related database administration experience. Must be able to evaluate and design existing or proposed systems to structure and access databases. The Database Analyst must be able to analyze database requirements of the user department, applications programming, and operations.

Years Education: Bachelor's degree in Computer Science, Information Systems, Engineering or similar discipline

Responsibilities: Under general supervision, the Database Analyst will design, implement, and maintain moderately complex databases. This position will maintain database dictionaries and integration of systems through database design. The Database Analyst must be competent to work on most phases of database administration but may require some instruction and guidance in other phases.

ERP Business Analyst – Intermediate



Years Experience: Two years of experience in the planning, design, development, implementation and support of various ADP and telecommunications software programs. Must be experienced in program, financial, and resources management, logistics support and acquisition/development of computer systems and equipment. Must have demonstrated experience in planning, monitoring and tracking activities.

Years Education: Bachelor's degree

Responsibilities: The Intermediate Business Analyst will work to define systems strategies and specifications tailored to meet business requirements. This position will provide program management of individual or major tasks of contracts. Directs systems analysis and design in the development, implementation and documentation of various in-house and/or on-site client based customized software programs.

ERP Business Analyst - Senior

Years Experience: Three years of experience in program, financial, and resources management, logistics support and acquisition/development of computer systems and equipment. Must have demonstrated experience in planning, monitoring and tracking contract activities. Must be experienced in writing technical requirements and providing said requirements to the developers.

Years Education: Bachelor's degree in Computer Science, Information Systems, Engineering

Responsibilities: The Business Analyst Senior will work closely with business and functional personnel to evaluate business drivers and technology requirements, and defines systems strategies and specifications tailored to meet requirements. The Business Analyst will act as a primary point of contact with the customer on behalf of the application development organization. This position will direct systems analysis and design in the development, implementation, and documentation of various in-house and/or on-site client based customized software programs. The Senior Business Analyst will oversee the review and analysis of functional specifications leading to design modules and program specification requirements. This position will clarify requirements between the developer and the end users. The Business Analyst must be able to take technical IT requirements and articulate them in a manner that makes sense to the developer such that when they have implemented the code it meets the customers' requirements.

ERP Programmer

Years Experience: 3 years of experience in analysis, design, development, testing, and implementation of applications. Candidate should have good written and verbal communication skills, and should be able to work efficiently individually or in a team environment.

Years Education: Bachelor's degree in Computer Science, Information Systems, Engineering

Responsibilities: The ERP Programmer will build client/server enterprise application tables, panels, and reports. This position will convert data, develop code, and create and execute unit tests. The ERP Programmer will troubleshoot and resolve testing issues. This position will be responsible for requirements analysis and design specifications as well as for coding individual modules and functions. This position will also be responsible for technical documentation verification and installation testing as well as for software integration and external interface development.

Help Desk Support Technician – Tier I

Years Experience: Two years of related experience

Years Education: High School Diploma

Responsibilities: The Tier I Help Desk Support Technician will serve as the first point of contact for customers who call or email the help desk with a computer issue. This position must try to discover the problem, determine its source, and either provide advice as to how to resolve the problem or pass it on to the next level of help desk support for resolution.



Help Desk Support Technician – Tier II

Years Experience: Two years of related experience

Years Education: Bachelor's Degree

Responsibilities: The Tier II Help Desk Support Technician will be responsible for resolving more complex issues requiring detailed systems and application knowledge.

Help Desk Support Technician – Tier III

Years Experience: Five years of related experience

Years Education: Bachelor's Degree in Computer Science

Responsibilities: The Tier III Help Desk Support Technician will be responsible for researching and resolving the most difficult and complex problems that other help desk levels have been unable to resolve. This position will analyze and identify trends in issue reporting and devise preventive solutions.

Systems Engineer - Junior

Years Experience: One years experience depending on education.

Years Education: Bachelor's degree

Responsibilities: The Systems Engineer will perform as a project lead on advanced projects, providing technical expertise in the design, installation, testing and maintenance of various state-of-the-art computer systems to resolve complex problems in the areas of office automation, telecommunication, and systems integration. This position will conduct the planning, configuration control, installation and maintenance of computer system related hardware and software applications in standalone, LAN/WAN and telecommunication network environments and will evaluate operational systems and recommendations of design modifications to eliminate causes of malfunctions or changes in system requirements.

Logistics

Years Experience: Eight years of Logistics experience.

Years Education: Bachelor's degree

Responsibilities: This position will oversee the dispatching, routing, tracking, and shipping activities to ensure safe, prompt, and accurate delivery of equipment. This position will also be responsible for ensuring services meet contractual obligations while also complying with all state and federal government regulations.

Principal Systems Engineer

Years Experience: Ten years of related experience

Years Education: Bachelor's degree in Engineering, Computer Science

Responsibilities: The Principal Systems Engineer will provide expertise on engineering systems by planning, advising, analyzing, designing, testing, and managing these systems. This position will also recommend and integrate different approaches and methods to ensure a working system. Principal systems engineers will act as a subject matter expert in a specific area such as aircraft engineering, aerospace engineering, naval systems, air traffic management systems or other specialized industries.



Process Improvement Engineer - Junior

Years Experience: Five years of technical experience in process and network engineering development processes, development

Years Education: Bachelor's degree in Computer Science, Information Systems, Engineering

Responsibilities: The Junior Process Improvement Engineer will primarily focus on network engineering process evaluation, engineering process compliance auditing, and reporting results back to the customer.

Process Improvement Engineer - Senior

Years Experience: Requires Seven years' experience planning, coordinating and implementing process improvement initiatives based. Certifications in ISO 9001, SEI CMMI, PMBOK and other industry standards a plus.

Years Education: Bachelor's degree in Computer Science, Information Systems, Engineering

Responsibilities: The Senior Process Improvement Engineer will be responsible for identifying and implementing process improvements, overseeing project activities such as process simulation, and process improvement initiatives.

Program Manager

Years Experience: Five years of previous Program Management experience. Requires the knowledge to manage multiple projects simultaneously from original concept through final implementation.

Years Education: Master's degree and/or Bachelor of Science in Computer Science

Responsibilities: Under indirect supervision, the Program Manager will oversee the operational planning, establishment, execution, and evaluation of a multifaceted program/project typically consisting of a set of closely related subprograms or associated activities. This position will oversee fiscal, operational, administrative, and human resources management of the program; seek and develop outside funding sources, and will serve as principal point of representation and liaison with external constituencies on operational matters, and provides day-to-day technical/professional guidance and leadership as appropriate to the area of expertise.

Project Manager - Senior

Years Experience: Five years of previous Project Management experience. Requires the knowledge to take projects from original concept through final implementation.

Years Education: Bachelor of Science in Computer Science

Responsibilities: The Senior Project Manager will be responsible for all aspects of the development and implementation of assigned projects and will be a single point of contact for those projects. The Project Manager will interface with all areas affected by the project including end users, computer services, and client services. This position will define project scope and objectives and will develop detailed work plans, schedules, project estimates, resource plans, and status reports. The Senior Project Manager will conduct project meetings and will be responsible for project tracking and analysis. This position will ensure adherence to quality standards and reviews project deliverables, manage the integration of vendor tasks, and will track and review vendor deliverables. This position will also provide technical and analytical guidance to project team and recommend and take action to direct the analysis and solutions of problems.

Quality Assurance Analyst - Junior

Years Experience: One years of experience in Quality Assurance and process improvement implementation or software testing.

Years Education: Associates' degree in Information Technology



Responsibilities: Under general supervision, the Junior Quality Assurance Analyst will carry out procedures to ensure that all information systems products and services meet minimum organization standards and end-user requirements. This position will thoroughly test software to ensure proper operation and freedom from defects. Documents and works to resolve all problems. The Junior Quality Assurance Analyst will report progress on problem resolution to management and will devise improvements to current procedures and develop models of **possible** future configurations. This position will also perform workflow analysis and recommends quality improvements.

Quality Assurance Analyst - Senior

Years Experience: Eight years of experience in Information Technology, Quality Assurance and Process Development

Years Education: Bachelor's degree in Information Technology

Responsibilities: The Senior Quality Assurance Analyst will manage and direct the overall review schedule of Information Technology processes. This individual will perform assessments on inputs required and outputs generated based on following critical company processes to ensure customer expectation. This individual will make recommendations to improve information technology processes based on the assessments and implements approved recommendations. This position is required to understand IT systems being evaluated and will monitor key successes IT parameters that must be met in order to make deadlines, have a minimum amount of defects in the code, avoid system integration problems, etc.

Software Architect

Years Experience: Ten years in a commercial software development environment designing or developing large and complex systems in support of routine IT and telecommunication software programs in broad multi-user areas such as acquisition/development of systems and equipment, engineering, financial management, logistics planning, and facilities management. Must be knowledgeable of programming techniques and work processes and familiar with various programming languages, open systems architecture and computer equipment.

Years Education: Bachelor's degree in Computer Science, Information Systems, Engineering

Responsibilities: The Software Architect will work independently designing and developing new software products or major enhancements to existing software. This position may lead a large development team in the design of highly complex software systems and will act as highest-level technical expert, addressing problems of systems integration, compatibility, and multiple platforms. The Software Architect will be responsible for project completion and will perform feasibility analysis on potential future projects to management.

Software IV&V Lead Engineer - Senior

Years Experience: Requires five years experience in the analysis, planning, design, development, installation, reengineering and/or support of integrated systems. Knowledgeable of network engineering concepts, principles, methods, processes and procedures. Familiar with program, resource and contract management, engineering support and acquisition/development of systems and equipment.

Years Education: Bachelor's degree in Computer Science, Information Systems, and Engineering

Responsibilities: This position will provide technical expertise in the research, analysis, design, development, installation and testing of integrated systems to ensure conformity to functional specifications and requirements. This position will also perform requirements analysis and validation to determine performance requirements. Also performs functional analysis and verification to translate concepts into design criteria, synthesis of requirements into product solutions and modeling to evaluate functional architecture and design solutions. Participates in design, development and conduct of tests to evaluate systems/equipment for compliance to specifications and adherence to safety criteria.



Systems Architect

Years Experience: 2years of experience architecting computer systems.

Years Education: Bachelor's degree in Engineering, Information Systems, Computer Science

Responsibilities: The Systems Architect will work independently designing and developing new software products or major enhancements to existing software. This position may lead a large development team in design of highly complex software systems. The Systems Architect will act as highest-level technical expert, addressing problems of systems integration, compatibility, and multiple platforms and will be responsible for project completion. This position will perform feasibility analysis on potential future projects to management.

Systems Engineer

Years Experience: Eight years experience depending on education.

Years Education: Bachelor's degree and ten years of experience or a Master's degree and eight years of experience

Responsibilities: The Systems Engineer will perform as a project lead on advanced projects, providing technical expertise in the design, installation, testing and maintenance of various state-of-the-art computer systems to resolve complex problems in the areas of office automation, telecommunication, and systems integration. This position will conduct the planning, configuration control, installation and maintenance of computer system related hardware and software applications in standalone, LAN/WAN and telecommunication network environments and will evaluate operational systems and recommendations of design modifications to eliminate causes of malfunctions or changes in system requirements.

Technical Writer

Years Experience: Two years as a technical writer/editor

Years Education: BA in English or Technical Communications

Responsibilities: The Technical Writer will be responsible for proofreading the work of other editors and own project work as assigned. This position will edit sections of technical documents for grammar, style, format, and consistency using established style and form.

Web Developer

Years Experience: Well versed in different computer languages and applications that are required in website designing and development. Preferred languages and software may include: HTML, XML, Java, C++, C#, Perl, VBScript, PHP, JavaScript, DOM, CSS, Visual Basic .NET, Photoshop, Flash, Dreamweaver, Paint Shop Pro, etc.

Years Education: Associates degree in Computer Science

Responsibilities: The Web Developer will develop, design and implement web application systems. This position will determine the overall technical design and structure of these systems and design and develop dynamic and static web interfaces using HTML, ASP, JSP, JavaScript, XML, CSS, and SQL queries.



PRICE LIST

Commercial Labor Category (Job Title/Task)	Proposed GSA Schedule Rate w/ IFF
Administrator - Junior	\$ 42.89
Administrator – Senior	\$ 68.76
Application Developer – Intermediate	\$ 74.91
Database Analyst	\$ 80.80
ERP Business Analyst - Intermediate	\$ 74.81
ERP Business Analyst - Senior	\$ 119.90
ERP Programmer	\$ 114.34
Help Desk Support Technician – Tier I	\$ 62.02
Help Desk Support Technician - Tier II	\$ 86.58
Help Desk Support Technician - Tier III	\$ 97.75
Systems Engineer - Junior	\$ 67.35
Principal Systems Engineer	\$ 135.00
Process Improvement Engineer - Junior	\$ 85.11
Process Improvement Engineer - Senior	\$ 109.72
Program Manager	\$ 149.62
Project Manager - Senior	\$ 119.90
Quality Assurance Analyst - Junior	\$ 57.36
Quality Assurance Analyst - Senior	\$ 93.34
Software Architect	\$ 120.36
Software IV&V Lead Engineer - Senior	\$ 119.90
Systems Architect	\$ 114.34
Systems Engineer	\$ 116.99
**Technical Writer	\$ 73.23
Web Developer	\$ 69.82