



**6856 Eastern Ave, NW
Suite 100
Washington, DC 20012**

202-541-1010

<http://www.bayfirst.com>

info@bayfirst.com

**Schedule 70
Information Technology Schedule Price List**



**Contract Number: GS-35F-0589N
Pricing Current as of Modification 4
Contact information current as of December 1, 2012**

Contract Period May 20, 2003 to May 18, 2018

**General Purpose Commercial Information
Technology Special Item Number 132-51
Professional Services**

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY

Special Item No. 132-51 Information Technology Professional Services

Note: 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.

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

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

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.

BayFirst Solutions LLC
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Period Covered by Contract: May 20, 2003 through May 18, 2018

General Services Administration
Federal Supply Service

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

INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

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

2. Contractor's Ordering Address and Payment Information:

Ordering and Payment:

BayFirst Solutions LLC

6856 Eastern Ave, NW

Suite 100

Washington, DC 20012

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:

202-541-1010

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

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

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 113781749
Block 30: Type of Contractor - A

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 03-0470790

- 4a. CAGE Code: 3CX07
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination: Not applicable

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	Task Order Dependent

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

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

- a. Prompt Payment: N/A
- b. Quantity: N/A
- c. Dollar Volume: N/A
- d. Government Educational Institutions: N/A
- e. Other

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 \$100.00.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

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

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

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

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

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contactor's website or other location.) The EIT standards 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/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT 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/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

BayFirst Information Technology Services – 132.51

BayFirst provides comprehensive Program Management, Systems Engineering, Risk Management, and Learning services for government agencies and private sector corporations in markets ranging from national defense and homeland security to transportation and telecommunications.

PROGRAM MANAGEMENT

BayFirst provides comprehensive program management services for government agencies and private sector corporations in markets ranging from national defense and homeland security to transportation and telecommunications. These services include on-site management and technical support to initiate, plan, control, execute, and close out major programs effectively. Whether the program requires implementing a new information technology, designing an enterprise training curriculum, or developing a legislative compliance unit within an organization, our objective is to ensure the client's business operations fully align with mission goals, budget strategy, and delivery demands. Our program management consulting services include:

Strategic and Capital Planning

Defining a program's future operational and fiscal direction is paramount to its success. Near and long-term reviews of client business plans are necessary to identify gaps in process, information, and technology strategies and align them with organizational objectives. BayFirst supports the planning of a robust program strategy by assisting our clients to define program mission objectives, survey and assess baseline needs, establish performance targets, design and staff an effective organizational structure, develop and implement sound management policies and procedures, and establish financial, schedule and scope baselines to serve as the foundation for program operations.

We also integrate the capital planning process with strategy formulation to develop high quality and high scoring business cases for our client's programs. For our federal government information technology partners, this approach is based on the requirements of the Clinger-Cohen Act and similar legislative and executive branch requirements, such as OMB Circulars A-11, A-76, and A-94. For others, we leverage organizational specific policies and procedures to establish the economic value of program activities and plan initiatives that are well coordinated and prioritized. A tightly integrated strategic and capital planning process ensures the program maintains a strong return on investment, optimal cost and schedule goals, and measurable, defensible performance benefits.

Acquisition Planning and Execution

Government and commercial organizations continue to acquire large percentages of their critical goods and services from external entities, yet acquisition programs frequently have difficulty meeting aggressive cost, schedule, and technical objectives. BayFirst provides comprehensive acquisition support to our clients, from the conception phase through contract award, to meet the streamlined, cost-precise and performance-based requirements of today's acquisition environment.

In the early stages of the acquisition process, our consultants assist clients to identify acquisition needs through feasibility studies and requirements analyses, make defensible budget decisions, and identify appropriate funding sources. We develop an acquisition strategy using standard contracting vehicles (interagency agreement, request for proposal, broad agency announcement, sole source award, other transaction agreement), and develop and maintain a range of procurement documentation, such as the program definition and execution plan, statement of work/objectives, analysis of alternatives,

determination and findings, acquisition plan, independent cost estimate, justification for other than full and open competition, and DD254 for classified materials. We also review and evaluate the technical, management, and pricing components of solicitation submissions, coordinate internal client source selection reviews, and prepare client decisional statements.

Financial Management

Professional end-to-end financial management services are critical for a Planning, Programming, Budgeting, and Execution (PPBE) process that effectively aligns organizational strategy and goals to program execution. BayFirst provides an array of financial management services that assist our clients achieve long-range strategic planning goals, sound budget submissions with substantive justification and impact statements, and integrated and controlled cost, schedule, scope, and performance baselines. Our consultants support the formulation of complex budgets through the development of appropriate budget submission justification statements, impact statements, reprogramming requests, and detailed programming and financial planning justification and documentation. We assist budget execution by monitoring and advising clients on commitments, obligations, expenditures, contractor invoicing, expiring funds, and reconciliation of accounting systems. Our financial management services are based on well disciplined and meticulous processes, and are directly aligned with the iterative and continuous PPBE cycle necessary to develop and execute effective programs.

Program Operations and Execution

High quality management and operations support is an integral component to the successful execution of complex programs. BayFirst works with its clients to provide technical and management consulting services to execute all phases of the program effectively. We understand complex program environments, and have developed integration capabilities that ensure diverse project elements and dependencies are properly identified and synchronized – enabling on-time, on-budget, and on-target delivery. Our approach is centered on the alignment of program activities to the strategic intent of the client organization, continuous communication of key program messages to the stakeholders, full allocation of required financial and human resources, and consistent execution of project controls.

BayFirst works in concert with government program managers and their corporate counterparts to structure and staff the program team required for each task. While certain situations may require a specialized team of subject matter experts to address short term challenges, other situations may require a broader skilled, dedicated team to work side-by-side with existing staff in support of ongoing operations. Whether we assemble a customized staff for limited periods or longer duration engagements, each team delivers a deep understanding of best practices proven to meet program mission objectives.

SYSTEMS ENGINEERING

BayFirst provides comprehensive systems engineering services for government agencies and private sector corporations in markets ranging from national defense and homeland security to transportation and telecommunications. These services encompass the analysis, design, development, and implementation of solutions that provide immediate and tangible returns on investment to our clients. Our cross-functional teams understand how to effectively consider both the business and the technical needs of the customer, and apply technology to create performance enhanced, effective, long-standing, affordable solutions. We use structured methodologies to manage each phase of the systems engineering life cycle to deliver these solutions on time, within budget, and compliant with federal guidelines. Our systems engineering consulting services include:

Business and Economic Analysis

Early stage systems engineering initiatives must focus on defining the needs of the customer and analyzing these needs within the context of cost, schedule, and technical feasibility constraints. BayFirst provides a wide range of business and economic analysis services to ensure a solid foundation is established for future development or integration activities. We solicit, document, prioritize, and manage functional and technical requirements from stakeholders, model workflow and business processes, and document existing technology components and interfaces. We then analyze requirements and reengineer approaches using new processes and technologies, survey markets, conduct technology research and assessments, and analyze the economics of emerging technologies to assist our clients evaluate a range of alternatives and select the most effective approach for their need. These robust early stage business and economic analysis tasks not only explore all potential approaches for meeting functional requirements, they ensure that stakeholders have a shared understanding of the requirements and how they will be implemented.

System Design and Integration

The primary aim of systems engineering design is implement a holistic approach towards the definition and characterization of the various system components and interfaces. BayFirst system design and integration services ensure the necessary technical and operational components are aligned to support the solution's architecture. We define system interface standards and conduct interdependency analyses, develop logical and physical design specifications, conduct system prototyping, and leverage our extensive technology management experience to develop a technical migration and project phase implementation strategy that maximizes available resources and minimizes identified risks.

Test and Evaluation

Independent test and evaluation services are essential to verify and validate that new client initiatives are consistent with organizational strategies, comply with federal mandates, support business needs, and meet contractual requirements. BayFirst has the tools, capabilities and responsiveness to ensure that our client's system development and integration efforts are fully functional and available to the widest possible user community. We conduct independent verification and validation of technology and organizational policy, information assurance, certification and accreditation, quality assurance, functional and acceptance testing, performance testing, compliance assessment, and Section 508 accessibility testing. As a small business, we are well positioned to objectively deliver these test and evaluation services and avoid the conflicts or interest associated with large system integration and development initiatives.

System Implementation Support

Effective system implementation is essential to ensure a smooth deployment to a new user base and position a system for effective on-going support and maintenance within the organization. BayFirst provides system implementation support services to educate our clients on the use of new systems, deploy systems into a production environment, confirm physical operations, and validate that business tasks are functioning properly. We understand these transition services are often the most critical aspects of a systems engineering effort, with any miscues translating into direct operational and financial impacts for our clients. Our careful planning, execution, and management of system implementation activities minimize the likelihood of these occurrences, and ensure appropriate contingency plans are available.

RISK MANAGEMENT

BayFirst offers a wide range of risk management services for government agencies and private sector corporations, ranging from national defense and homeland security to transportation and

telecommunications. We specialize in improving decision making at all levels through the integration of risk informatics and risk principles across an organization's activities and processes. Through collaboration with our customers, we help them understand and address the apparent risks - regulatory compliance, safety, security -- but also the covert risks that threaten the achievement of their strategic vision and goals. We not only help our clients avoid costs and losses associated with unnecessary risk, but more importantly, improve their organizational performance and the likelihood of success through the creation of opportunities that arise from understanding and taking necessary, measured risks.

Our risk management consulting services include:

Regulatory Compliance:

Compliance with regulatory requirements is simply the base level of risk management. Regulations reflect those risks that have been identified through shared negative experiences and the subsequent codification of effective control and mitigation approaches. Sound compliance practices reflect a commitment to efficient operations, demonstrate organizational credibility to stakeholders, and provide a dramatic reduction in the likelihood of negative publicity. From the Maritime Transportation Security Act to Sarbanes-Oxley, from the National Environmental Policy Act to the USA Patriot Act, general and industry-specific mandates can create a sea of complicated obligations that BayFirst helps our clients to navigate.

Understanding the terrain is always key to finding a successful path. BayFirst engages our clients to understand and define their world of work in terms of compliance, assess any gaps, and collectively develop sound management practices that leverage existing organizational policies and procedures to provide the framework for integration of compliance activities, ensuring they become institutionalized. We can custom-design software and information systems for compliance activities that provide self-auditing tools, dynamic graphical interfaces, e-learning, and interactive access to relevant external regulations and internal policies and procedures, all with dedicated customer service and technical support. Our focus is always upon understanding our customer's environment and then applying the right technology to appropriately connect the people and process involved with compliance such that they support the strategic goals and objectives of the organization.

Occupational Safety, Health, and Environmental Services:

Ensuring that an organization's activities are safe and sustainable makes good business sense. Reducing the likelihood of accidents and incidents provides the direct benefits of fewer losses and lowered insurance premiums; more importantly, organizations with effective safety, health, and environmental programs have less down time, reduce their resource recovery costs related to personnel and training, and have higher morale and increased productivity. BayFirst's ability to help clients integrate and strengthen their safety, health, and environmental systems provides very high returns for a small investment.

In addition to traditional occupational safety, health, and environmental services such as hazard analysis, industrial hygiene monitoring, environmental planning, occupational health programs, and safety and environmental auditing systems, BayFirst helps clients design and implement safety and environmental management systems based upon International Standard Organization (ISO) guidance that integrate environmental compliance, quality assurance, risk assessment and safety and health protection procedures into management and daily work practices at all levels of an organization. BayFirst also specializes in assisting clients with developing Operational Risk Management (ORM) tools -- risk-based decision-making processes that systematically balance risk and mission completion; integrating Crew Resource Management (CRM) -- human factors-based team coordination training; and creating customized safety and environmental risk information systems.

Security Risk Services:

Within organizations, allocation of resources related to security and continuity of operations should have a systematic, consistent, repeatable basis. BayFirst Solutions provides a variety of security and emergency management solutions to help our clients understand and prepare for the threats, vulnerabilities, and consequences related to their assets, operations, and personnel, applying an all-hazards approach to plan and prepare for natural disasters, accidents, and intentional acts.

We assist our customers in identifying and addressing the weakest points in their systems as well as with their integration of crisis management, business continuity, emergency response and other preparedness efforts. Beginning with a systematic critical assessment of existing programs and assets, we collaboratively create a customized framework of security plans and procedures that address access control, personnel and asset safety, incident response procedures, and coordination with external resources, all aligned with the client's organizational strategy and budget.

Enterprise Risk Management:

In business and across the public sector, understanding the multitude of risks, possible events or circumstances that can influence the organization is necessary for success. By identifying and proactively addressing such potential effects, the resources, the products and activities, and the customers and stakeholders of an enterprise are better protected and more effective.

BayFirst provides clients with systematic processes to organize and manage the plethora of possible combinations of human and equipment failures as well as the external influences that pose threats to the numerous organizations and facilities that constitute an enterprise. Through linking an organization's strategy to a definitive risk doctrine, BayFirst helps clients achieve a clear vision of how they can most effectively use risk-based information to improve decision making at all levels. We provide our clients with proven processes and products to improve their organizational performance and the likelihood of success, allowing them to take advantage of the opportunities hidden behind poorly understood risks and hazards.

LEARNING

BayFirst offers a wide range of training products for government agencies and private sector corporations, from national defense and homeland security to transportation and telecommunications. Leveraging our strong program management and systems engineering expertise, we collaboratively help our customers to systematically link their organizational strategy to the performance of their workforce, always focusing achievement of their goals upon the convergence of people, processes, and technology. We help them understand and design processes that can increase performance in the workplace, increasing the transfer, accessibility and effectiveness of learning for the individual and the organization.

Our learning and consulting services include:

Human Performance Technology:

Organizations are only as effective as their human performers. They have a strategic need for systems that can help them improve effectiveness of their workforce. The application of Human Performance Technology (HPT) brings BayFirst's strong systems engineering approach to this problem. We help our clients attain desired accomplishments from human performers, collaboratively assessing the needs of our clients and analyzing these needs within the context of their cost, schedule, and technical feasibility constraints. Using Front-end Analysis (FEA), Job Task Analysis (JTA) and other performance analysis tools, we collaboratively identify gaps and possible interventions, helping the client determine

instructional strategies and developing the content and delivery process as well as the evaluation tools necessary to validate the closing of performance gaps. Our holistic, performance focused, and data-driven approach integrates the client's strategic and budget, linking cost-optimized interventions to the needs and activities of the organization.

E-Learning:

Organizations continue to experience new challenges to overcome and new opportunities to be seized. To survive and grow, organizations must be prepared to adapt rapidly to both the planned and the unforeseen. The development and delivery of time-critical training and the ease with which it can be accessed by employees is often a key to gaining competitive advantage.

BayFirst specializes in the application of e-learning development, moving the instructor from the classroom to the desktop, translating materials into a form that facilitates real learning.

Instructional Systems Design:

These above services incorporate the proven theories of instructional systems design (ISD). ISD is based on the idea that learning is not as straightforward as many may assume and instead, learning should be developed using orderly processes, bespoke content based on the target audience, and have measurable outcomes.

Regardless of the training vehicle used, ISD includes the following phases:

- Analysis: Determining learning material, audience and skill set
- Design: Mapping and strategizing presentation, practice, remediation and testing of training
- Development: Authoring effective, high-quality technical and learning materials
- Implementation: Project installation
- Evaluation: Collection and analysis of qualitative and quantitative data

Labor Category Descriptions

BayFirst provides staff expertise at the executive, management, technology, and consultant levels:

Senior Executive Management Consultant

• Senior Executive Management Consultant I

Functional Responsibility: Works with the most senior members of the client organization to ensure that overall project direction and expectations are being met. Typically, information technology plays a prominent role in any organization. An understanding of business (including government "business") and its intersection with IT is required. May perform data collection and interview senior staff (e.g. Executive Vice President, President, etc.). May facilitate meetings with senior personnel.

Minimum/General Experience: Must have at least ten years of relevant work experience and be an acknowledged expert in one or more areas germane to the client's operations.

Minimum Education: Master's Degree in Business, Computer Science, or a project-related field of study.

• Senior Executive Management Consultant II

Functional Responsibility: Performs senior level leadership and oversight of large, complex and sensitive programs/projects. The senior executive manager works with the most senior members of the client organization to ensure that overall project direction and expectations are being met. Typically, information technology plays a prominent role in any organization. An understanding of business (including government “business”) and its intersection with IT is required. May perform data collection and interview senior staff (e.g., Executive Vice President, President, etc.). May facilitate meetings with senior personnel.

Minimum/General Experience: Must have at least fifteen years of relevant work experience and be an acknowledged expert in one or more areas germane to the client’s operations.

Minimum Education: Master’s Degree in Business, Computer Science, or a project-related field of study.

Subject Matter Expert (SME)

• SME I

Functional Responsibility: Develops requirements for IT and related fields and provides analytic support to other team member from a project's inception to its conclusion in the subject matter area for simple to moderately complex tasks. Meets with client regularly to discuss performance, propose initiatives and establish priorities.

Minimum/General Experience: Must have at least five years of relevant work experience and be an acknowledged functional expert in one or more areas germane to the client’s operations.

Minimum Education: Bachelor’s Degree in Computer Science or a project-related field of study or equivalent experience.

• SME II

Functional Responsibility: Leads strategic planning and initiatives IT and related fields in a specialized program area. Develops strategy dictating direction and management of consulting services in a specialized field. Meets with client regularly to discuss performance, propose initiatives and establish priorities.

Minimum/General Experience: Must have at least eight years of relevant work experience and be an acknowledged functional expert in one or more areas germane to the client’s operations.

Minimum Education: Bachelor’s Degree in Computer Science or a project-related field of study or equivalent experience.

IT Management Consultant

• Management Consultant I

Functional Responsibility: Leads/participates in IT and management consulting subtasks requiring understanding of organizational dynamics and business. Duties might include activity and data

modeling, developing business methods, identifying best practices, creating/assessing performance measures, facilitation, interviewing, training.

Minimum/General Experience: Must have at least four years of relevant work experience and be an acknowledged management expert in one or more areas germane to the client's operations.

Minimum Education: Bachelor's Degree in Business, Computer Science, or a project-related field of study.

• **Management Consultant II**

Functional Responsibility: Leads management and IT consulting tasks requiring broad understanding of organizational dynamics and business. Duties might include oversight for: activity and data modeling, developing business methods, identifying best practices, creating/assessing performance measures, facilitation, interviewing, training.

Minimum/General Experience: Must have at least six years of relevant work experience and be an acknowledged management expert in one or more areas germane to the client's operations.

Minimum Education: Bachelor's Degree in Business, Computer Science, or a project-related field of study.

Technology Consultant

• **Technology Consultant I**

Functional Responsibility: Leads and implements information and related technology initiatives. Oversees requirements gathering, systems development and documentation. Works with client daily to relay progress and confirm/establish priorities.

Minimum/General Experience: Must have at least four years of relevant work experience and be an acknowledged technical expert in one or more areas germane to the client's operations.

Minimum Education: Bachelor's Degree in Computer Science or a project-related field of study.

• **Technology Consultant II**

Functional Responsibility: Manages team of information technology consultants overseeing systems designs, documentation and development. Meets with client regularly to discuss progress, propose initiatives and establish priorities.

Minimum/General Experience: Must have at least six years of relevant work experience and be an acknowledged technical expert in one or more areas germane to the client's operations.

Minimum Education: Bachelor's Degree in Computer Science or a project-related field of study.

Consultant

• Consultant I

Functional Responsibility: Supports consulting assignments by gathering data, performing analysis, writing reports, testing software, and assisting other more senior colleagues in task execution. May include administrative assignments in support of task assignments. May meet with client for data gathering.

Minimum/General Experience: Must have at least one year of relevant work experience and be an acknowledged process expert in one or more areas germane to the task.

Minimum Education: Bachelor's Degree in Business, Computer Science, or a project-related field of study.

• Consultant II

Functional Responsibility: Leads consulting subtasks overseeing data gathering and analysis, establishing subtask priorities, leading the development of written reports, and overseeing other more junior colleagues. Meets with clients regularly to discuss progress, propose initiatives and establish priorities.

Minimum/General Experience: Must have at least three years of relevant work experience and be an acknowledged process expert in one or more areas germane to the task.

Minimum Education: Bachelor's Degree in Business, Computer Science, or a project-related field of study.

Prices

BayFirst offers a broad range of Information Technology Professional Services, which span ten labor categories. These services are available for work performed at both contractor and government sites.

Labor Category	5/19/2013 – 5/18/2014	5/19/2014 – 5/18/2015	5/19/2015 – 5/18/2016	5/19/2016 – 5/18/2017	5/19/2017 – 5/18/2018
Senior Executive Management Consultant 1	\$ 265.47	\$ 273.44	\$ 281.64	\$ 290.09	\$ 298.79
Senior Executive Management Consultant 2	\$ 377.92	\$ 389.26	\$ 400.94	\$ 412.97	\$ 425.36
Subject Matter Expert 1	\$ 132.16	\$ 136.12	\$ 140.21	\$ 144.41	\$ 148.74
Subject Matter Expert 2	\$ 199.40	\$ 205.38	\$ 211.54	\$ 217.88	\$ 224.42
Management Consultant 1	\$ 119.41	\$ 122.99	\$ 126.68	\$ 130.48	\$ 134.39
Management Consultant 2	\$ 171.57	\$ 176.72	\$ 182.02	\$ 187.48	\$ 193.11
Technology Consultant 1	\$ 146.07	\$ 150.45	\$ 154.96	\$ 159.61	\$ 164.40
Technology Consultant 2	\$ 212.15	\$ 218.51	\$ 225.07	\$ 231.82	\$ 238.77
Consultant 1	\$ 60.28	\$ 62.09	\$ 63.95	\$ 65.87	\$ 67.85
Consultant 2	\$ 90.42	\$ 93.14	\$ 95.93	\$ 98.81	\$ 101.77

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Kevin Gooch, 202-541-1010, kevin.gooch@bayfirst.com, 202-541-1160 Fax**

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) GS-35F-0589N.

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

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0589N, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

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

(h) Date of Shipment.

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

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

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.