

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Catalog/Price List**



**INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
SERVICE CODE(S): 70**

**CONTRACT NUMBER
GS-35F-0135X**

**PERIOD COVERED BY CONTRACT
DECEMBER 16, 2010 – DECEMBER 15, 2015**

**CONTRACT ADMINISTRATION
MS. LISA PAINTER
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**KAEGAN CORPORATION
12000 Research Parkway, Suite 164
Orlando, FL 32826
407-363-3636
407-447-1385 FAX
<http://www.KAEGAN.com>**

Business Size: Woman-Owned, Small Disadvantaged Business
Effective through Modification PO-26 – April 05, 2010

Products and ordering information in this Authorized Federal Supply Schedule Price list 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/>.

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code 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.

KAEGAN Corporation
12000 Research Parkway, Suite 164
Orlando, FL 32826
Phone (407) 363-3636
www.kaegan.com

Contract Number: GS-35F-0135x

Period Covered by Contract: December 16, 2010 – December 15, 2015

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #26, dated 5 April 2010.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition 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:

**KAEGAN Corporation
12000 Research Parkway, Suite 164
Orlando, FL 32826**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

Phone: 407-363-3636

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: 036834331
Block 30: Type of Contractor - A. Small Disadvantaged Business
Block 31: Woman-Owned Small Business - Yes
Block 36: Contractor's Taxpayer Identification Number (TIN): 59-3448933

- 4a. CAGE Code: 09WMO
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132.51</u>	<u> </u> * <u> </u> Days
<u> </u>	<u> </u> Days

*Task Order Specific

- 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: 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions
Government Educational Institutions are offered the same discounts as all other Government customers
- 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

NA

10. SMALL REQUIREMENTS

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

11. MAXIMUM ORDER

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

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the

Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

NA

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE

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

NA

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) AND
IDENTITY ACCESS MANAGEMENT PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-60F)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established

Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

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

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional 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 Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

DESCRIPTION OF IT PROFESSIONAL SERVICES

Chief Engineer

Descriptions / Requirements:

- Responsible for conducting quick, turnaround special project studies through applied knowledge of technical, programmatic and organization expertise in providing evaluation and recommendations on a wide range of diverse day to day issues arising from the acquisition and development of simulation, training and instrumentation systems.
- Responsible for the continuous review of emerging policy from technical and organizational ability to perform its acquisition mission.
- Provide periodic synopses of critical policy statements and directives. Make recommendations on technical, programmatic and organizational changes necessary to implement policies and directives.
- Provide financial and program analysis/assessments to show future trends that could impact the effort.

Experience:

- Fifteen (15) years experience in engineering, in the development of military systems.

Education:

- Master's or higher degree in Engineering. A Ph.D. in a relevant scientific/technical field may be substituted for five (5) years of experience.

Sr. Systems Engineer

Descriptions / Requirements:

- Coordinates the efforts of lower level or project engineers for assigned projects or systems.
- Evaluates performance and operating characteristics against costs and development risks.
- Conducts technical reviews in area of technical expertise.
- Develops work plans.
- Maintains day-to-day technical interface with project personnel and ensures compliance with standards.
- Organizes and leads technical efforts in the concept formulation, planning, and product engineering.
- Critically reviews all engineering products.
- Develops alternative approaches and conducts engineering analyses and trade-off studies.
- Develops technical specifications and other portions of a solicitation.
- Evaluates contractor performance against technical specifications.
- Evaluate systems design and architecture.

Experience:

- Ten (10) years experience in systems integration - at least two (2) years as a supervisor.

Education:

- Bachelor's degree in Engineering or Computer Science, PE or MBA preferred.

Systems Engineer

Descriptions / Requirements:

- Coordinates the efforts of lower level or project engineers for assigned projects or systems.
- Evaluates performance and operating characteristics against costs and development risks.
- Conducts technical reviews in area of technical expertise.
- Develops work plans.
- Maintains day-to-day technical interface with project personnel and ensures compliance with standards.
- Organizes and leads technical efforts in the concept formulation, planning, and product engineering.
- Critically reviews all engineering products.
- Develops alternative approaches and conducts engineering analyses and trade-off studies.
- Develops technical specifications and other portions of a solicitation.
- Evaluates contractor performance against technical specifications.
- Evaluate systems design and architecture.

Experience:

- Eight (8) years experience in systems integration.

Education:

- Bachelor's degree in Engineering or Computer Science, PE or MBA preferred

Technician

Descriptions / Requirements:

- Applies standard engineering theories, methods, and research techniques in the investigation and solution of technical problems.
- Plans and designs processes, components, or equipment working in conjunction with requirements and specifications developed by more senior staff.
- Conducts or supports components of investigations and experiments pertaining to the development of new designs, methods, materials, or processes, and investigates possible applications of results.
- Obtains, correlates, and analyzes technical information needed to accomplish assigned tasks, and prepares engineering reports, charts, graphs, and other documentation.

Experience:

- One (1) or more years relevant experience.

Education:

- Technical certificate training or two (2) years related experience.

Engineering Tech

Descriptions / Requirements:

- Applies standard engineering theories, methods, and research techniques in the investigation and solution of technical problems.
- Plans and designs processes, components, or equipment working in conjunction with requirements and specifications.
- Conducts or supports components of investigations and experiments pertaining to the development of new designs, methods, materials, or processes, and investigates possible applications of results.
- Obtains, correlates, and analyzes technical information needed to accomplish assigned tasks, and prepares engineering reports, charts, graphs, and other documentation.

Experience:

- One (1) or more years relevant experience.

Education:

- Bachelor's degree in Engineering or technical certificate training with two (2) years related experience

Authoring Sys Spec/Web Designer

Descriptions / Requirements:

- Use commercial software, including authoring and animation programs, to develop interactive courseware and computer assisted instructional materials
- Implement logic described in flow charts and other design documents using the capabilities provided by the authoring system.
- Develop common authoring constructs such as branching, looping, counters, and answer evaluation.
- Use basic computer system concepts including directory structure, file naming conventions and backup/restoration operations.
- Implement approved changes to existing courseware, using legacy software.
- Use appropriate industry and government standards and specifications.
- Design and revise courseware for web presentation.
- Use web development tools, web-authoring tools, graphics design tools, and scripting languages in the design, creation, deployment and maintenance of web pages and web sites.
- Implement and maintain learning management system software for computer-based, web-based, and distributed learning training.
- Prepare the following Products/Documents/Reports, as a minimum: Products/ Documents/Reports, including Interactive Courseware, Animation, Desk-top Simulation, Computer Aided Instruction (CAI), Computer Based Training (CBT), Web-based Training, Computer Managed Instruction (CMI), Learning Management System (LMS) Inputs.

Experience/Education:

- BA/BS/BFA: One (1) Year Experience.
- AA/AS/Certificate: Three (3) Years Experience
- None: Five (5) Years Experience. Certificate/degree in Authoring Systems, Web Design, or related area.

Sr Software Acquisition Engineer

Descriptions / Requirements:

- Prior work experience directly related to software design, development and acquisition is required
- Must have experience in code development in an HLA based system

- Must possess or be able to acquire a Government TOP SECRET security clearance
- Experience with the Solaris operating system with trusted extensions highly desired, but not required
- Experience in the certification and accreditation process as defined in DCID 6/3 highly desired, but not required

Experience:

- Ten (10) years of practical experience in software systems engineering associated with modeling and simulation within the training and training systems domains

Education:

- B.S. in electrical or computer engineering, or equivalent.

Sr Software Developer

Descriptions / Requirements:

- Design, develop, implement, and document Modeling and Simulation systems, software, research efforts, and related processes including system interoperability.
- Develop software using high order languages that is efficient, readable, and well documented.
- Test and install procured items upon receipt for compliance with procurement and design requirements.
- Conduct analyses to ensure that software designs are cost effective and satisfy requirements.
- Develop engineering specifications detailing design, expected performance, testing, and provisions for software acceptance.

Experience:

- Seven (7) years of practical experience in software development associated with modeling and simulation within the training and training systems domains.

Education:

- Postgraduate engineer with an advanced degree from an accredited institution in electronics, computer engineering, computer science, M&S, or demonstrate equivalent performance.

Software Developer

Descriptions / Requirements:

- Programming languages will include Assembly, C, C++, Microsoft .Net (C#, VB), and Java, SQL Server. Operating Systems will include Microsoft Windows, as well as various Unix flavors, such as Linux.
- Familiar with scripting languages (Javascript, VB Script, Python, LUA, etc.), object-oriented programming, XML, ASP, ASP.Net and HTML.
- Familiar with software development and diagnostic tools.
- Must be able to continually keep at the leading edge of changing or emerging developments and techniques within the above fields.
- Formal training in M&S techniques desired but not required.
- Must be knowledgeable of a wide range of non-engineering, non-scientific information in the form of Federal Acquisition Regulations, Military Standards, DoD/DoN/NAVAIR policies, directives, and instructions and must be able to determine the applicability of these documents to assignments.
- Knowledge of and experience in software engineering principles and development, especially in complex systems design. Experience and education directly related to scientific programming applications, including math model development, is necessary to support the research of emerging technologies.
- Must possess or be able to acquire a Government SECRET security clearance

Experience:

- Three (3) years of practical experience in software development associated with modeling and simulation within the training and training systems domains.

Education:

- B.S. in electronics or computer engineering, computer science, or equivalent.

Jr. Graphics Specialist

Descriptions / Requirements:

- Use computer software, computer design techniques, and computer-generated media to design new images.
- Create materials for interactive technologies (computer-based training, interactive courseware, web-based training, distance learning and tele-training support materials, interactive electronic technical manuals, electronic teaching or instruction tools, and electronic performance support systems).
- Use computer-aided design systems and artistic techniques to create and revise still graphics and animations.
- Layout and design instructional media.
- Draw storyboards to guide development during the production of computer-based training, web-based training, films, and videos.

Experience:

- One (1) year experience.

Education:

- Associates Degree

Analyst

Descriptions / Requirements:

- Familiar with Unix Based minicomputers and/or IBM compatible personal computers.
- Prepares and reviews test plans, procedures, and reports for new or revised computer programs.
- Installs and configures both hardware and software.
- Identifies potential testing problems and recommends corrective action.
- Monitors LAN performance comparing actual to expected results.
- Prepares LAN related technical documentation.

Experience/ Education:

- Bachelor s degree in Engineering or Computer Science
- A Master's degree in a related field may be substituted for two years of experience.

Systems Analyst

Descriptions / Requirements:

- Analyze technical documentation and prepare technical design approaches for training systems.
- Provide alternative design approaches that will include tradeoff analyses and identify technical risks.
- Develop cost and lead-time estimates.
- Apply decision analysis techniques to ensure that the engineering approach is cost effective.
- Develop quantitative criteria and recommend tradeoffs regarding inputs received from supporting personnel.
- Provide support in developing engineering specifications detailing design, performance, testing, and provisions for the acceptance of engineering changes.
- Provide support in developing evaluation criteria and evaluating technical proposals and work statements.
- Recommend the best technical approach submitted in response to specifications.
- Monitor the configuration management of training systems.
- Review training system proposed test criteria and subsequently performs examinations and acceptance tests.

Experience:

- Four (4) Years Experience.

Education:

- Master's Degree or Bachelor's Degree and six (6) years experience

Jr. Analyst

Descriptions / Requirements:

- Requires competence in all phases of systems analysis techniques, concepts, and methods.
- Requires knowledge of available hardware, system software, input/output devices, structure, and management practices.

Experience:

- Academic or one (1) year technical experience that applies to systems analysis and design techniques for complex computer systems

Education:

- Bachelor's degree in Computer Information Systems, Computer Science, Information Systems Management, or other technical degree

Configuration Management/ Data Management Specialist

Descriptions / Requirements:

- Analyze proposed changes of product design.
- Conduct both functional and physical audits of configuration items.
- Coordinate recording of modifications for management control.
- Analyze proposed part-design changes and exhibits to prepare report of effect.
- Systematically control changes to the configuration of a system/subsystem/software product for the purpose of maintaining integrity, traceability, and accountability throughout the development and operational lifecycle of a system/product.
- Review technical documentation to verify compliance with contract requirements.
- Establish and maintain a configuration management library containing technical baseline documents, change vehicles, and any other information needed for configuration management of the system/product(s).

Experience:

- Five (5) years in performing administrative or technical functions related to hardware and software configuration management and change control.

Education:

- Bachelor's degree in Engineering from an accredited college or university
- An advanced degree in related sciences may be substituted for one (1) year of required experience.

Sr. Instructional Systems Designer

Descriptions / Requirements:

- Perform curriculum development/revision functions to include the development, review/revision of Lesson Plans and Trainee Guides.
- Ensure training plans are developed to implement approved concepts and alternatives.
- Design instructional components, e.g., sequencing and clustering of learning events and objectives, task learning relationships, and instructional design plans.

Experience:

- Six (6) Years.

Education:

- Bachelors Degree

Sr. Technical Trainer

Descriptions / Requirements:

- Participate in, and conduct technical training programs.
- Determine training objectives.
- Write training programs, including outlines, text, handouts, tests, and designs laboratory exercises.
- Lecture class on safety, installation, programming, maintenance, and repair of machinery and equipment, following outline, handouts and texts.
- Administer written and practical exams and write performance reports to evaluate trainees' performance.

Experience:

- Five (5) Years

Education:

- Bachelors Degree

Information Assurance Engr

Descriptions / Requirements:

- Working knowledge of the Clinger-Cohen Act and all Information Assurance implications that must be met to comply with the law
- Familiarity with DoD Defense-in-Depth Approach
- Working knowledge of the Director of Central Intelligence Directive (DCID) 6/3
- Experience in DoD Information Technology Security Certification and Accreditation Process (DIACAP) or equivalent
- Experience in using security tools such as vulnerability scanners and DoD security configuration tools and guidance
- Ability to apply security configurations or lock down Windows and LINUX operating systems
- Knowledge of Common Criteria and National Information Assurance Partnership (NIAP) products validation program
- Ability to interact and engage in discussions with senior Program managers and System Engineers with respect to Information Assurance

- Experience in construction System Security Authorization Agreements (SSAA) and System Security Plans (SSP)
- Experience in networking and system administration, understanding of HLA and familiarity with DoD modeling and simulation are all desired

Experience:

- Five (5) to Ten (10) years of engineering experience with at least 1-2 years of Information Assurance (IA) experience.

Education:

- B.S. in engineering, computer science or mathematics

Network & Computer Sys Engr

Descriptions / Requirements:

- Must possess or be able to acquire a Government SECRET security clearance
- Experience with HLA and DIS
- Experience with training systems architectures
- Experience with Linux and Microsoft Windows administration and security
- Experience with Cisco router configuration
- Demonstrated experience in maintaining networked computer systems and peripherals.
- Knowledge of computer networks (FDDI, Ethernet) as well as operating systems (Windows Server 2003, Windows XP, Windows Exchange Server and Client Software, etc.)

- Ability to follow processes and procedures.
- Excellent troubleshooting skills on networked computer systems and peripherals.

Experience/ Education:

- BA/BS: Two (2) Years Experience.
- AA/AS: Three(3) Years Experience
- Industry Certification: Two (2) Years Experience

Subject Matter Expert

Descriptions / Requirements:

- Shall have a comprehensive knowledge of Military operations, equipment and unit organization.
- Must have detailed and specific knowledge of military doctrine, tactics and procedures, and individual, crew and collective training development and management as required
- Must have a broad understanding of military command relationships and operating procedures at the joint, unified and specified command level and operational force employment.
- Experience preferred in Armor, Mechanized and Cavalry operations.

Experience:

- Ten (10) years of Military experience as a enlisted, NCO or officer.
- Ten (1) years of training experience with training systems with at least five of the ten years on virtual training systems, at least three (3) years on virtual collective training systems and must demonstrate subject matter expertise supporting training
- Ten (10) years of leadership and management of personnel either military or civilian.

Education:

- Must have a High School Diploma or Equivalent.
- An advanced degree in suitable field may be substituted for one (1) year of experience.

Administrative Assistant

Descriptions / Requirements:

- Requires a general working knowledge of the information systems acquisitions process.
- Competence in all internal administrative support systems including word processing, spreadsheet, and database support systems.

Experience/Education:

- High School diploma

PRICING FOR IT PROFESSIONAL SERVICES

Labor Category	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Chief Engineer	\$ 128.74	\$ 131.05	\$ 133.41	\$ 135.81	\$ 136.26
Sr. Systems Engineer	\$ 113.39	\$ 115.43	\$ 117.51	\$ 119.63	\$ 121.78
Systems Engineer	\$ 85.84	\$ 87.39	\$ 88.96	\$ 90.56	\$ 92.19
Technician	\$ 56.13	\$ 57.15	\$ 58.17	\$ 59.22	\$ 60.29
Engineering Tech	\$ 55.55	\$ 56.55	\$ 57.57	\$ 58.60	\$ 59.66
Authoring Sys Spec/ Web Designer	\$ 106.63	\$ 108.55	\$ 110.50	\$ 112.49	\$ 114.52
Sr Software Acquisition Engineer	\$ 106.63	\$ 108.55	\$ 110.50	\$ 112.49	\$ 114.52
Sr Software Developer	\$ 90.11	\$ 91.74	\$ 93.39	\$ 95.07	\$ 96.78
Software Developer	\$ 60.13	\$ 61.21	\$ 62.32	\$ 63.44	\$ 64.58
Jr. Graphics Specialist	\$ 40.12	\$ 40.84	\$ 41.57	\$ 42.32	\$ 43.08

Analyst	\$ 98.83	\$ 100.61	\$ 102.42	\$ 104.27	\$ 106.14
Systems Analyst	\$ 85.21	\$ 86.74	\$ 88.30	\$ 89.89	\$ 91.51
Jr. Analyst	\$ 66.53	\$ 67.73	\$ 68.95	\$ 70.19	\$ 71.45
Configuration Management/Data Management Specialist	\$ 48.56	\$ 49.43	\$ 50.32	\$ 51.23	\$ 52.15
Sr. Instructional Systems Designer	\$ 51.09	\$ 52.01	\$ 52.95	\$ 53.90	\$ 54.87
Sr. Technical Trainer	\$ 61.51	\$ 62.62	\$ 63.74	\$ 64.89	\$ 66.06
Information Assurance Engr	\$ 78.58	\$ 80.00	\$ 81.44	\$ 82.90	\$ 84.40
Network & Computer Sys Engr	\$ 51.59	\$ 52.52	\$ 53.46	\$ 54.43	\$ 55.41
Subject Matter Expert	\$ 70.85	\$ 72.13	\$ 73.43	\$ 74.75	\$ 76.09
Administrative Asst.	\$ 34.08	\$ 34.69	\$ 35.32	\$ 35.95	\$ 36.60

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

KAEGAN Corporation 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 demonstrates 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:

Shirley A. Wolf

KAEGAN Corporation

President / CEO

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