



Authorized Multiple Award Schedule (MAS) Information Technology, IT Services Pricelist

SCHEDULE CONTRACT NO: GS-35F-318AA

SIN 54151S - Information Technology Professional Services

SIN OLM - Order-Level Materials (OLM)

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Radiance Technologies, Inc.

350 Wynn Dr.

Huntsville, AL 35805

(256) 489-8966

www.radiancetech.com

Contract Number: GS-35F-318AA

Period Covered by Contract: April 17, 2013 – April 20, 2023

General Services Administration

Federal Supply Service

Pricelist current through MAS Consolidation Mod PS-A812

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

INFORMATION FOR ORDERING ACTIVITIES

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 micro-purchase 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 micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico, as well as overseas (OCONUS) locations.

2. Contractor's Ordering Address and Payment Information:

Contractor's Ordering Address:

Radiance Technologies, Inc.
350 Wynn Drive
Huntsville, AL 35805
ATTN: Contracts Dept.

Contractor's Service Area: All government locations within the scope of the contract

Contractor's Payment Address:

Radiance Technologies, Inc.
350 Wynn Drive
Huntsville, AL 35805
ATTN: Accounts Receivable

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

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: **(256) 489-8966 or (256) 489.8543.**

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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: **031994218**

Block 30: Type of Contractor – **C. Large Business**

Block 31: Woman-Owned Small Business – **No**

Block 37: Contractor's Taxpayer Identification Number (TIN): **63-1204084**

Block 40: Veteran-Owned Small Business (VOSB) – **No**

4a. CAGE Code: **1H1J5**

4b. Radiance is currently registered with the Central Contractor Registration Database, with ORCA, and with SAM.

5. FOB DESTINATION

a. When deliveries are made to destinations outside the 48 contiguous States, i.e. Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, the following conditions will apply:

(1) Delivery will be FOB inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering activity. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based on the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water) or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

b. Ordering activities will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

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 NO.	DELIVERY TIME (Days ARO)
54151S	As negotiated between Radiance and the Ordering Agency.

b. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact Radiance for the purpose of obtaining accelerated delivery. Radiance shall reply to the inquiry within three workdays after receipt. (Telephonic replies shall be confirmed by Radiance in writing.) If Radiance offers an accelerated delivery time acceptable to the ordering agency, 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: NET 30 days from receipt of invoice or date of acceptance, whichever is later. Additional discounts may be offered on an order by order basis.
- b. Quantity: None
- c. Dollar Volume: None
- d. Other Special Discounts: None

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Export packing and shipping is available at extra cost outside the terms of this contract.

10. SMALL REQUIREMENTS:

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

11. MAXIMUM ORDER

The Maximum Order value for Special Item Number (SIN) 54151S is \$500,000. (All dollar amounts are exclusive of any discount for prompt payment.)

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 Radiance.

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 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 Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser. 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. 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-**

- a. 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));
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. 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 Radiance.

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

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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.

Upon request of Radiance, the Government may provide Radiance with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to Radiance'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.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No X

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): _____

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. Radiance 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, Radiance 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 Radiance gives written notice to the Contracting Officer, whichever period is longer.

c. Radiance 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. Radiance 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 MAS INFORMATION TECHNOLOGY
(IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S 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 Government location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. When using a performance-based statement of work, performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, 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 agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDER

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

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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009)

(ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time and Materials and Labor Hour Contracts 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.

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 Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (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 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Labor Hour orders placed under this contract. FAR 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 SERVICES AND PRICING

Radiance Technologies, Inc. intends to provide a wide range of IT professional services. The primary areas of functional capabilities are system analysis and assessment, programming services, and system engineering.



GSA Information Technology (IT) Schedule - Professional Services
SIN 132-51

Labor Categories	Minimum Education	Min Yrs Exp	Labor Qualifications
Sr. Management/ Technical Staff 4	Bachelor Degree	22	Provides technical project leadership/supervision to assigned projects or major phases of significant projects or programs by coordinating the efforts of assigned technical staff. Organizes projects and task workloads within budget and schedule guidelines. Typically has extensive knowledge and experience within assigned technical discipline. May provide supervision/management of the activities and staff of a research or technical business unit. Responsible for overall unit performance within budgetary and schedule guidelines. May identify and recommend objectives and scope of technical projects. Establishes budgets, forecasts, manpower, equipment and supply needs for assigned area of responsibility.
	Advanced Degree	19	
	High School or GED	26	
Sr. Management/ Technical Staff 3	Bachelor Degree	18	Provides technical project leadership/supervision to assigned projects or major phases of significant projects or programs by coordinating the efforts of assigned technical staff. Organizes projects and task workloads within budget and schedule guidelines. Typically has extensive knowledge and experience within assigned technical discipline. May provide supervision/management of the activities and staff of a research or technical business unit. Responsible for overall unit performance within budgetary and schedule guidelines. May identify and recommend objectives and scope of technical projects. Establishes budgets, forecasts, manpower, equipment and supply needs for assigned area of responsibility.
	Advanced Degree	15	
	High School or GED	22	
Sr. Management/ Technical Staff 2	Bachelor Degree	15	Provides technical project leadership/supervision to assigned projects or major phases of significant projects or programs by coordinating the efforts of assigned technical staff. Organizes projects and task workloads within budget and schedule guidelines. Typically has extensive knowledge and experience within assigned technical discipline. May provide supervision/management of the activities and staff of a research or technical business unit. Responsible for overall unit performance within budgetary and schedule guidelines. May identify and recommend objectives and scope of technical projects. Establishes budgets, forecasts, manpower, equipment and supply needs for assigned area of responsibility.
	Advanced Degree	12	
	High School or GED	19	
Sr. Management/ Technical Staff 1	Bachelor Degree	13	Provides technical project leadership/supervision to assigned projects or major phases of significant projects or programs by coordinating the efforts of assigned technical staff. Organizes projects and task workloads within budget and schedule guidelines. Typically has extensive knowledge and experience within assigned technical discipline. May provide supervision/management of the activities and staff of a research or technical business unit. Responsible for overall unit performance within budgetary and schedule guidelines. May identify and recommend objectives and scope of technical projects. Establishes budgets, forecasts, manpower, equipment and supply needs for assigned area of responsibility.
	Advanced Degree	10	
	High School or GED	17	
Analyst 8 (A8)	Bachelor Degree	25	Provides complex analytical solutions for computers, systems, networks, operational, financial, technical, or scientific matters. May provide one or more of the following: <ul style="list-style-type: none"> • Designs, develops, tests and documents computer programs and software. • Evaluates, acquires, installs, administers, and supports LANs, WANs, and other networks. • Analyzes customer systems and functions to determine requirements for equipment and software. • Designs and develops computer systems to accomplish system functions. • Plans, designs, implements and may maintain computerized databases including database definition, structure, documentation, long range requirements, operational requirements and protection. • Provides incidental financial and administrative support. May develop, plan, coordinate and integrate systems-related requirements to support operational needs.
	Advanced Degree	23	
	High School or GED	29	
Analyst 7 (A7)	Bachelor Degree	16	Provides advanced to complex analytical solutions for computers, systems, networks, operational, financial, technical, or scientific matters. May provide one or more of the following: <ul style="list-style-type: none"> • Designs, develops, tests and documents computer programs and software. • Evaluates, acquires, installs, administers, and supports LANs, WANs, and other networks. • Analyzes customer systems and functions to determine requirements for equipment and software. • Designs and develops computer systems to accomplish system functions. • Plans, designs, implements and may maintain computerized databases including database definition, structure, documentation, long range requirements, operational requirements and protection. • Provides incidental financial and administrative support. May develop, plan, coordinate and integrate systems-related requirements to support operational needs.
	Advanced Degree	14	
	High School or GED	20	
Analyst 6 (A6)	Bachelor Degree	12	Provides advanced analytical solutions for computers, systems, networks, operational, financial, technical, or scientific matters. May provide one or more of the following: <ul style="list-style-type: none"> • Designs, develops, tests and documents computer programs and software. • Evaluates, acquires, installs, administers, and supports LANs, WANs, and other networks. • Analyzes customer systems and functions to determine requirements for equipment and software. • Designs and develops computer systems to accomplish system functions. • Plans, designs, implements and may maintain computerized databases including database definition, structure, documentation, long range requirements, operational requirements and protection. • Provides incidental financial and administrative support. May develop, plan, coordinate and integrate systems-related requirements to support operational needs.
	Advanced Degree	10	
	High School or GED	16	



GSA Information Technology (IT) Schedule - Professional Services
SIN 132-51

Labor Categories	Minimum Education	Min Yrs Exp	Labor Qualifications
Analyst 5 (A5)	Bachelor Degree	9	Provides more advanced analytical solutions for computers, systems, networks, operational, financial, technical, or scientific matters. May provide one or more of the following: • Designs, develops, tests and documents computer programs and software. • Evaluates, acquires, installs, administers, and supports LANs, WANs, and other networks. • Analyzes customer systems and functions to determine requirements for equipment and software. • Designs and develops computer systems to accomplish system functions. • Plans, designs, implements and may maintain computerized databases including database definition, structure, documentation, long range requirements, operational requirements and protection. • Provides incidental financial and administrative support.
	Advanced Degree	7	
	High School or GED	13	
Analyst 4 (A4)	Bachelor Degree	6	Provides analytical solutions for computers, systems, networks, operational, financial, technical, or scientific matters. May provide one or more of the following: • Designs, develops, tests and documents computer programs and software. • Evaluates, acquires, installs, administers, and supports LANs, WANs, and other networks. • Analyzes customer systems and functions to determine requirements for equipment and software. • Designs and develops computer systems to accomplish system functions. • Plans, designs, implements and may maintain computerized databases including database definition, structure, documentation, long range requirements, operational requirements and protection. • Provides incidental financial and administrative support. May develop, plan, coordinate and integrate systems-related requirements to support operational needs.
	Advanced Degree	4	
	High School or GED	10	
Analyst 3 (A3)	Bachelor Degree	4	With close supervision, provides analytical solutions for computers, systems, networks, operational, financial, technical, or scientific matters. May provide one or more of the following: • Designs, develops, tests and documents computer programs and software. • Evaluates, acquires, installs, administers, and supports LANs, WANs, and other networks. • Analyzes customer systems and functions to determine requirements for equipment and software. • Designs and develops computer systems to accomplish system functions. • Plans, designs, implements and may maintain computerized databases including database definition, structure, documentation, long range requirements, operational requirements and protection. • Provides incidental financial and administrative support. May develop, plan, coordinate and integrate systems-related requirements to support operational needs.
	Advanced Degree	2	
	High School or GED	8	
Analyst 2 (A2)	Bachelor Degree	2	Limited experience in the analysis, planning, design, development, and support.
	Advanced Degree	0	
	High School or GED	6	
Analyst 1 (A1)	Bachelor Degree	0	Entry level professional system and/or analysis work.
	Advanced Degree	0	
	High School or GED	4	
Technician 4 (T4) - SCA eligible	Bachelor Degree	11	Provides advanced technical support in the installation, testing, servicing and maintenance of systems, equipment, computers, programs and associated peripherals. Experienced in troubleshooting, repairing, testing and calibrating equipment and computer systems. Broad knowledge of applicable test equipment, specialized tools, equipment, machines and computer hardware, software and peripherals. Experienced in planning, monitoring, managing and teaching various tasks and activities such as: • Determines equipment set-up and operation. Loads equipment with required items and software. • Provides technical support to engineers and analysts in such areas as R&D, design, development, and testing of various systems. Works from schematics, diagrams, written and verbal instructions and procedures.
	Associates Degree	13	
	High School or GED	15	
Technician 3 (T3) - SCA eligible	Associates Degree	5	Broad experience in the installation, testing, servicing and maintenance of systems, equipment, computers, programs and associated peripherals. Experienced in troubleshooting, repairing, testing and calibrating equipment and computer systems. Broad knowledge of applicable test equipment, specialized tools, equipment, machines and computer hardware, software and peripherals. Experienced in planning, monitoring, managing and teaching various tasks and activities such as: • Determines equipment set-up and operation. Loads equipment with required items and software. • Provides technical support to engineers and analysts in such areas as R&D, design, development, and testing of various systems. Works from schematics, diagrams, written and verbal instructions and procedures.
	High School or GED	8	
Technician 2 (T2) - SCA eligible	Associates Degree	3	Limited experience in the installation, testing, servicing and maintenance of systems, equipment, computers, programs and associated peripherals. Experienced in troubleshooting, repairing, testing and calibrating equipment and computer systems. Broad knowledge of applicable test equipment, specialized tools, equipment, machines and computer hardware, software and peripherals. Experienced in planning, monitoring, managing and teaching various tasks and activities such as: • Determines equipment set-up and operation. Loads equipment with required items and software. • Provides technical support to engineers and analysts in such areas as R&D, design, development, and testing of various systems. Works from schematics, diagrams, written and verbal instructions and procedures.
	High School or GED	4	
Technician 1 (T1) - SCA eligible	High School or GED	0	Entry level of technician work, which requires no experience.
Clerical/Admin 2 (C2) - SCA eligible	High School or GED	4	Clerical management experience in a technical or ADP environment. Proficient in the preparation of correspondence, documents and reports using various word processing, drawing, and spreadsheet software programs. Experience in planning, monitoring, managing and teaching various administrative tasks and activities.
Clerical/Admin 1 (C1) - SCA eligible	High School or GED	0	Limited clerical experience in a technical or ADP environment. Familiar with the preparation of correspondence, documents and reports using various word processing, drawing, and spreadsheet software programs.



GSA IT Schedule - Professional Services

GS-35F-318AA, SIN 54151S

Labor Categories	5/1/17-4/30/18	5/1/18-4/30/19	5/1/19-4/30/20	5/1/20-4/30/21	5/1/21-4/30/22	5/1/22-4/20/23
------------------	----------------	----------------	----------------	----------------	----------------	----------------

Radiance Site Rates

Sr. Management/ Technical Staff 4	\$221.33	\$227.53	\$233.90	\$240.45	\$247.18	\$254.10
Sr. Management/ Technical Staff 3	\$203.01	\$208.69	\$214.53	\$220.54	\$226.72	\$233.07
Sr. Management/ Technical Staff 2	\$191.99	\$197.37	\$202.90	\$208.58	\$214.42	\$220.42
Sr. Management/ Technical Staff 1	\$181.11	\$186.18	\$191.39	\$196.75	\$202.26	\$207.92
Analyst 8	\$188.67	\$193.95	\$199.38	\$204.96	\$210.70	\$216.60
Analyst 7	\$169.06	\$173.79	\$178.66	\$183.66	\$188.80	\$194.09
Analyst 6	\$151.44	\$155.68	\$160.04	\$164.52	\$169.13	\$173.87
Analyst 5	\$133.78	\$137.53	\$141.38	\$145.34	\$149.41	\$153.59
Analyst 4	\$116.67	\$119.94	\$123.30	\$126.75	\$130.30	\$133.95
Analyst 3	\$95.69	\$98.37	\$101.12	\$103.95	\$106.86	\$109.85
Analyst 2	\$83.52	\$85.86	\$88.26	\$90.73	\$93.27	\$95.88
Analyst 1	\$74.92	\$77.02	\$79.18	\$81.40	\$83.68	\$86.02
Technician 4	\$126.61	\$130.16	\$133.80	\$137.55	\$141.40	\$145.36
Technician 3	\$93.07	\$95.68	\$98.36	\$101.11	\$103.94	\$106.85
Technician 2	\$75.12	\$77.22	\$79.38	\$81.60	\$83.88	\$86.23
Technician 1	\$62.41	\$64.16	\$65.96	\$67.81	\$69.71	\$71.66
Clerical/Admin 2	\$75.65	\$77.77	\$79.95	\$82.19	\$84.49	\$86.86
Clerical/Admin 1	\$59.14	\$60.80	\$62.50	\$64.25	\$66.05	\$67.90

Government Site Rates

Sr. Management/ Technical Staff 4	\$207.21	\$213.01	\$218.97	\$225.10	\$231.40	\$237.88
Sr. Management/ Technical Staff 3	\$189.90	\$195.22	\$200.69	\$206.31	\$212.09	\$218.03
Sr. Management/ Technical Staff 2	\$179.77	\$184.80	\$189.97	\$195.29	\$200.76	\$206.38
Sr. Management/ Technical Staff 1	\$169.58	\$174.33	\$179.21	\$184.23	\$189.39	\$194.69
Analyst 8	\$176.53	\$181.47	\$186.55	\$191.77	\$197.14	\$202.66
Analyst 7	\$157.83	\$162.25	\$166.79	\$171.46	\$176.26	\$181.20
Analyst 6	\$141.68	\$145.65	\$149.73	\$153.92	\$158.23	\$162.66
Analyst 5	\$123.72	\$127.18	\$130.74	\$134.40	\$138.16	\$142.03
Analyst 4	\$109.13	\$112.19	\$115.33	\$118.56	\$121.88	\$125.29
Analyst 3	\$89.58	\$92.09	\$94.67	\$97.32	\$100.04	\$102.84
Analyst 2	\$78.14	\$80.33	\$82.58	\$84.89	\$87.27	\$89.71
Analyst 1	\$67.18	\$69.06	\$70.99	\$72.98	\$75.02	\$77.12
Technician 4	\$118.45	\$121.77	\$125.18	\$128.69	\$132.29	\$135.99
Technician 3	\$87.04	\$89.48	\$91.99	\$94.57	\$97.22	\$99.94
Technician 2	\$70.26	\$72.23	\$74.25	\$76.33	\$78.47	\$80.67
Technician 1	\$58.43	\$60.07	\$61.75	\$63.48	\$65.26	\$67.09
Clerical/Admin 2	\$70.64	\$72.62	\$74.65	\$76.74	\$78.89	\$81.10
Clerical/Admin 1	\$55.01	\$56.55	\$58.13	\$59.76	\$61.43	\$63.15

RADIANCE TECHNOLOGIES, INC. COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Victor D. Balch/Vice President-Contracts; 256.489.8966 (voice); 256.489.8201 (fax); email: vbalch@radiancetech.com.

SUGGESTED Blanket Purchase Agreement (BPA) Format

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)
_____.

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

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

Signatures

Agency Date

Contractor Date

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

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

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

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

2. Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

4. This BPA does not obligate any funds.

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

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

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 customer agency requirements.

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

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