

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

SIN 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

Code S

FPDS Class D302	IT Database Planning and Design
FPDS Class D306	IT Systems Analysis and Design
FPDS Class D307	Automated Information Systems Design and Integration Services
FPDS Class D308	Programming Services
FPDS Class D310	IT Backup and Security Services
FPDS Class D311	IT Data Conversion Services
FPDS Class D316	IT Network Management Services
FPDS Class D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Class D399	Other Information Technology Services, Not Elsewhere Classified

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

Note 2: Offerors and Agencies are advised that the Group 70-Information Technology Schedule is not to be used as a means to procure services, which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected or 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 on implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher of manufacturer or one of their authorized agents.



Upper Mohawk, Inc.
4141 Colonel Glenn Highway, Suite 211, Beavercreek, OH 45431
(937) 427-4360
www.uppermohawkinc.com

Contract Number: GS-35F-0321J

Period Covered by Contract: March 26, 1999 through March 24, 2009

General Services Administration
Federal Supply Service

Pricelist current through Modification – FX51 Dated December 24, 2007

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

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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) contains 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:

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information:

Ordering Address:	Payment Address
Upper Mohawk, Inc.	Upper Mohawk, Inc.
4141 Col. Glenn Hwy, Suite 211	4495 S. Hopkins Ave
Beavercreek, OH. 45431	Titusville, FL. 32780
Attn: Loren Hess	Attn: Linda Parlotto

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

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

Beavercreek Office (937) 427-4360 ext 104 Mr. Loren Hess

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: Contractor Establishment Code (DUNS):88-446-4652

Block 30: Type of Contractor - A. Small Disadvantaged Business

A. Small Disadvantaged Business

B. Other Small Business

C. Large Business

G. Other Nonprofit Organization

L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 34-1768166

4a. CAGE Code: 08GB3

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)
132-51	30

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 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 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:

a. Prompt Payment: 0% - ___ days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity None

c. Dollar Volume None

d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.

e. Other: None

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing: N/A

10. Small Requirements: The minimum dollar value of orders to be issued is \$25,000

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

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-3 - Leasing of Product
Special Item Number 132-4 – Daily / Short Term Rental
Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 – Maintenance of Equipment
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-33 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
Special Item Number 132-52 - Electronic Commerce (EC) Services
Special Item Number 132-53 – Wireless Services
Special Item Number 132-60 – Authentication Products and Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

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

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

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

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

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

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

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

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

16. GSA *Advantage!*

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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

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

18. 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:

N/A

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to 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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

N/A

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 a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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. (31U.S.C. 3324)

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

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

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

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

3. ORDER

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

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 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

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 Government, ordering offices 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 office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC 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/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

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

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

Minimum Education: Bachelor's Degree in Computer Science

16.1 LABOR CATEGORY DESCRIPTIONS

Business Management Support

Senior Project Manager

Minimum/General Experience: Minimum of ten (10) years general experience in business administration and six (6) years specialized experience supervising and managing large projects with multiple task orders. Able to exercise independent judgment and apply problem-solving skills to complex technical and managerial problems.

Functional Responsibility: Serves as the primary point of contact on assigned projects. Provides coordination and liaison with customer management personnel. Supervises personnel assigned to the project. Responsible for oversight of overall progress on the project to include performance against budget and schedule.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Project Manager

Minimum/General Experience: Minimum of seven (7) years general experience in business administration and five (5) years specialized experience supervising and managing large projects, with multiple task orders. Able to exercise independent judgment and apply problem-solving skills to complex technical and managerial problems.

Functional Responsibility: Serves as the primary point of contact on assigned projects. Provides coordination and liaison with customer management personnel. Supervises personnel assigned to the project. Responsible for oversight of overall progress on the project to include performance against budget and schedule.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Task Manager

Minimum/General Experience: Minimum of seven (7) years general experience in business administration or in a relevant technical area and five (5) years specialized experience supervising and managing large projects. Able to exercise independent judgment and apply problem-solving skills to complex technical and managerial problems.

Functional Responsibility: Serves as the primary point of contact on an assigned task order. Provides coordination and liaison with customer management personnel. Supervises personnel assigned to the task. Responsible for oversight of overall progress on the task to include performance against budget and schedule.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Senior Specialized Consultant

Minimum/General Experience: Minimum ten (10) years experience in field of expertise with at least six (6) years of concentrated experience in the required discipline.

Functional Responsibility: Detailed knowledge of the technical areas required by the customer. Shall serve as a senior technical advisor. Able to produce or review substantive and complex technical documentation reflecting detailed knowledge of the area of expertise.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Senior Financial Analyst

Minimum/General Experience: Minimum of six (6) years cost estimating and financial management experience.

Functional Responsibility: Knowledgeable of cost analysis methods used in complex estimating assignments. Able to conduct analytical studies involving complex technical parameters, schedule constraints, and other similar cost influencing factors. Knowledgeable of cost estimating environment in industry and government. Capable of performing financial management functions relevant to the task. This could include any or all of the following: Extensive working knowledge and/or familiarity with program planning, scheduling (critical path, float calculation and integrated master schedule analysis); budget planning and formulation (PPBS); cost analysis (CPR, CSSR, CFSR, C/SCSC) and documentation responsibilities (PMD, PMP, Acquisition Plan, RFP, SAR, DAES); and Life Cycle Cost, Design to Cost and Cost as Independent Variable analysis. Must be familiar with DoDD 5000.1, 5000.2, DoDM 5000.2M; MIL-STD 881A; AFRs 170-8 and -13, 172-1; AFMCPs 173-4 and -5. Working knowledge and/or familiarity with automated cost reporting and scheduling hardware and software relevant to the task assigned.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Financial Analyst

Minimum/General Experience: Minimum of two (2) years cost estimating and financial management experience.

Functional Responsibility: Knowledgeable of cost analysis methods used in complex estimating assignments. Able to conduct analytical studies involving complex technical parameters, schedule constraints, and other similar cost influencing factors. Knowledgeable of cost estimating environment in industry and government. Capable of performing financial management functions relevant to the task. This could include any or all of the following: Extensive working knowledge and/or familiarity with program planning, scheduling (critical path, float calculation and integrated master schedule analysis); budget planning and formulation (PPBS); cost analysis (CPR, CSSR, CFSR, C/SCSC) and documentation responsibilities (PMD, PMP, Acquisition Plan, RFP, SAR, DAES); and Life Cycle Cost, Design to Cost and Cost as Independent Variable analysis. Must be familiar with DoDD 5000.1, 5000.2, DoDM 5000.2M; MIL-STD 881A; AFRs 170-8 and -13, 172-1; AFMCPs 173-4 and -5. Working knowledge and/or familiarity with automated cost reporting and scheduling hardware and software relevant to the task assigned.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Administrative Coordinator

Minimum/General Experience: Minimum four (4) years experience in general office support activities and two (2) years experience coordinating and executing administrative, office management and organization functions, of which two (2) years are supervisory experience.

Functional Responsibility: Knowledgeable of current word processing, spreadsheet, and graphical software packages. Responsible for scheduling, monitoring, and supervision of all on-site administrative personnel. Able to perform typing, word processing, data entry, filing, copying, telephone answering, mail distribution, and other clerical functions.

Minimum Education: H.S. Diploma or GED

Information Technology Support

Senior Information Engineer

Minimum/General Experience: Minimum of ten (10) years experience performing complex software engineering tasks for the design and development of new or existing software.

Functional Responsibility: Knowledgeable of software engineering processes involved in the development or modification software systems. Able to translate customer requirements into information technology solutions using state-of-the-art information system equipment and software. Able to use computer technology and computer programming languages and procedures to develop system specifications to solve customer problems; to develop and execute system performance models; to develop and implement applications using mathematical and statistical formulas; and to develop executive and utility software.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Senior Programmer/Analyst

Minimum/General Experience: Minimum of eight (8) years experience in the computer field and at least six (6) years experience implementing information systems, including conducting requirements analysis, developing specifications, designing code, developing documentation, and testing. Knowledgeable of database management systems, statistical packages, GUI, object-oriented, high level programming languages, standard utilities and job control language.

Functional Responsibility: Conducts requirements analysis and other management studies to analyze feasibility of possible solutions and recommend appropriate solution. Designs programs, performs software integration, and systems tests. Prepares program specifications and manuals.

Minimum Education: Bachelor's Degree in Information Systems, Computer Science, or Engineering or 4 years additional general experience.

Programmer/Analyst

Minimum/General Experience: Minimum of four (4) years experience in the computer field and at least two (2) years experience implementing information systems, including conducting requirements analysis, developing specifications, designing code, developing documentation, and testing. Knowledgeable of database management systems, statistical packages, GUI, object-oriented, high level programming languages, standard utilities and job control language.

Functional Responsibility: Conducts requirements analysis and other management studies to analyze feasibility of possible solutions and recommend appropriate solution. Designs programs, performs software integration, and systems tests. Prepares program specifications and manuals.

Minimum Education: Bachelor's Degree in Information Systems, Computer Science, or Engineering or 4 years additional general experience.

Disaster Recovery Specialist

Minimum/General Experience: At least 3 years experience as a Disaster Recovery Specialist.

Functional Responsibility: Develop the Disaster Recovery Plan (DRP) to mirror operational organization and resources and customer requirements. Document systems and requirements processed for off-site customers. Retire documentation for replaced computer systems and replace with current information. Document decentralized computer software, hardware systems and customer requirements. Prepare test plans, evaluate results, and enhance DRP with lessons. Observe, evaluate, and document results of all scheduled (Continuity of Operations) COOP tests requested/purchased by the customer. Update, identify deficiencies, recommend improvements, and incorporate changes into the DRP plan.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Quality Assurance Manager

Minimum/General Experience: Minimum of six (6) years experience in relevant field. Must be knowledgeable in the preparation and implementation of Quality Assurance procedures to ensure compliance with customer specifications/requirements.

Functional Responsibility: Assists in the preparation of QA procedures to ensure compliance with customer requirements. Aids in the conduct of in-house tests/reviews/evaluations. Analyzes data obtained to ensure compliance and to recommend corrective actions or improvements.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Senior Systems Engineer

Minimum/General Experience: Eight (8) years of general systems engineering experience with six (6) years experience assessing highly complex problems and investigates, develops, appraises, selects, and presents solutions. Must be familiar with the principles of exercising independent judgment in the performance of duties, which require an interdisciplinary approach using principles of economics, engineering, computer science, life-cycle analysis, and human behavior.

Functional Responsibility: Under minimum supervision, performs complex work involved in specifications development, implementation, testing, and documentation of engineering systems and equipment. Initiates concept development and tradeoff studies, consults extensively with customer representatives and employees, directs the design of complex electronic or mechanical devices down to the subsystem level, and devises appropriate tests to use in evaluating debugging and checking of equipment and systems for accurate and dependable conformance to specifications.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Sr. Web Developer

Minimum/General Experience: Eight (8) years of general web development experience with six (6) years experience providing a thorough knowledge of WEB based application utilities, related software programs and WEB page design as well as a variety of desktop services. Ability to engineer, install, and maintain LAN's, CAN's, and WAN'S.

Functional Responsibility: Provide Web page design, development, implementation, and maintenance based on local and customer specifications. Ability to create WEB forms; provide support within the area of security access to WEB server devices based on customer and agency requirements. Provide WEB administration services. Investigate, identify and implement security/virus fixes to WEB servers. Provide configuration and logic to achieve connectivity to remote databases being accessed via WEB server devices. Participate as an advisor/team member in the design; development and implementation of the command INTRANET utilize technical skills as required. Support marketing initiatives by participating in team programs, contributing thoughts and ideas on marketing essentials, design handouts, flyers/brochures, business cards and pamphlets utilizing expert technical skills and as requested participate in demonstrations/technical conferences.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Web Designer

Minimum/General Experience: Five years (5) of general web development experience with three (3) years experience providing a thorough knowledge of WEB based application utilities, related software programs and WEB page design as well as a variety of desktop services. Ability to engineer, install, and maintain LAN's, CAN's, and WAN'S.

Functional Responsibility: Provide Web page design, development, implementation, and maintenance based on local and customer specifications. Ability to create WEB forms; provide support within the area of security access to WEB server devices based on customer and agency requirements. Provide WEB administration services. Investigate, identify and implement security/virus fixes to WEB servers. Provide configuration and logic to achieve connectivity to remote databases being accessed via WEB server devices. Participate as an advisor/team member in the design; development and implementation of the command INTRANET utilize technical skills as required. Support marketing initiatives by participating in team programs, contributing thoughts and ideas on marketing essentials, design handouts, flyers/brochures, business cards and pamphlets utilizing expert technical skills and as requested participate in demonstrations/technical conferences.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Sr. Network Manager

Minimum/General Experience: Minimum of eight (8) years experience in the computer industry with at least six (6) years experience analyzing, identifying, and resolving complex hardware, circuit, and transmission logic problems. Must be familiar with the principles of assessing and analyzing network transmission application to resolve reported malfunctions.

Functional Responsibility: Knowledgeable communications hardware and software requirements and configurations. Monitors hardware operations to ensure properly set configuration options. Able to plan implementation of enhancements and upgrades to the network; performs cost/benefit studies of network configurations and recommends enhancements; directs the acquisition, installation, and testing of network hardware; advises network users of hardware requirements, configurations, and limitations; and isolates, resolves, or circumvents network problems.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Sr. Network Analyst

Minimum/General Experience: Minimum of eight (8) years experience in the computer industry with at least six (6) years experience evaluating, analyzing, and designating communication applications, data communications standards, interface criteria, modem and hardware configuration requirements, communication security requirements, and operating characteristics.

Functional Responsibility: Knowledgeable of communications hardware and software requirements and configurations. Able to apply traffic engineering practices to insure ability to support data processing requirements and improve network performance. Able to review and analyze design and hardware configurations to insure effective performance as well as make recommendations for enhancements and upgrades.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Network Technician

Minimum/General Experience: Minimum of five (5) years experience in the computer industry with at least three (3) years experience evaluating, analyzing, and designating communication applications, data communications standards, interface criteria, modem and hardware configuration requirements, communication security requirements, and operating characteristics.

Functional Responsibility: Knowledgeable communications hardware and software requirements and configurations. Able to apply traffic engineering practices to insure ability to support data processing requirements and improve

network performance. Able to review and analyze design and hardware configurations to insure effective performance as well as make recommendations for enhancements and upgrades.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

LAN Specialist

Minimum/General Experience: Minimum of three (3) years experience the computer industry with at least two (2) years experience evaluating, analyzing, and designating communication applications, data communications standards, interface criteria, modem and hardware configuration requirements, communication security requirements, and operating characteristics.

Functional Responsibility: Knowledgeable of the design, installation, configuration, and support of LAN systems. Able to support maintenance of network hardware and software, analyze problems, and monitor the network to ensure availability to system users. Able to plan, coordinate, and implement network security measures; establish and maintain network, email and internet/intranet access; troubleshoot all system problems; and provide user training. Able to participate in migrations and upgrades. Must have experience in several of the following areas: Novell Administration, Windows NT Workstation, Protocol Analyzers, PC Hardware and Peripherals and MS or Corel Suite of Office products.

Minimum Education: Bachelor's Degree or 4 years additional general experience.

Help Desk Manger

Minimum/General Experience: Minimum of three (3) years experience providing first-level problem resolution for computer facility users.

Functional Responsibility: Able to interface with user personnel as the first-level capability for problem resolution. Monitors computer/terminal logs and "special" data processing requests. Monitors computer system/network status via a remote terminal. Prepares discrepancy reports on malfunctioning equipment and initiates action to resolve malfunction. Research of technical literature may be required to assist user in problem resolution.

Minimum Education: Associates Degree or 4 years additional general experience.

INFORMATION TECHNOLOGY PROFESSIONAL SERVICE PRICE LIST & LABOR CATEGORIES

16.2 Pricing

Labor Category	GFY 2005		GFY 2006		GFY 2007		GFY 2008		GFY 2009	
	Customer Facility	UMI Facility	Customer Facility	UMI Facility	Customer Facility	UMI Facility	Customer Facility	UMI Facility	Customer Facility	UMI Facility
Business Management Support										
Senior Project Manager	\$123.15	\$137.93	\$127.46	\$142.76	\$131.92	\$147.75	\$136.54	\$152.93	\$141.32	\$158.28
Project Manager	\$113.63	\$127.27	\$117.61	\$131.72	\$121.72	\$136.33	\$125.98	\$141.11	\$130.39	\$146.05
Task Manager	\$89.11	\$99.82	\$92.23	\$103.31	\$95.46	\$106.93	\$98.80	\$110.67	\$102.26	\$114.55
Senior Specialized Consultant	\$113.63	\$127.27	\$117.61	\$131.72	\$121.72	\$136.33	\$125.98	\$141.11	\$130.39	\$146.05
Senior Financial Analyst	\$98.69	\$110.53	\$102.14	\$114.40	\$105.72	\$118.40	\$109.42	\$122.55	\$113.25	\$126.84
Financial Analyst	\$68.19	\$76.37	\$70.58	\$79.04	\$73.05	\$81.81	\$75.60	\$84.67	\$78.25	\$87.64
Administrative Coordinator	\$43.53	\$48.76	\$45.05	\$50.47	\$46.63	\$52.23	\$48.26	\$54.06	\$49.95	\$55.95
Information Technology Support										
Senior Information Engineer	\$63.99	\$71.67	\$66.23	\$74.18	\$68.55	\$76.77	\$70.95	\$79.46	\$73.43	\$82.24
Senior Programmer/Analyst	\$56.22	\$62.98	\$58.19	\$65.18	\$60.22	\$67.47	\$62.33	\$69.83	\$64.51	\$72.27
Programmer/Analyst	\$40.06	\$44.88	\$41.46	\$46.45	\$42.91	\$48.08	\$44.42	\$49.76	\$45.97	\$51.50
Disaster Recovery Specialist	\$50.23	\$55.75	\$51.99	\$57.70	\$53.81	\$59.72	\$55.69	\$61.81	\$57.64	\$63.97
Quality Assurance Manager	\$79.61	\$89.18	\$82.40	\$92.30	\$85.28	\$95.53	\$88.27	\$98.88	\$91.35	\$102.34
Sr. Systems Engineer	\$79.61	\$89.18	\$82.40	\$92.30	\$85.28	\$95.53	\$88.27	\$98.88	\$91.35	\$102.34
Sr. Web Developer	\$79.61	\$89.18	\$82.40	\$92.30	\$85.28	\$95.53	\$88.27	\$98.88	\$91.35	\$102.34
Web Designer	\$37.99	\$42.69	\$39.32	\$44.18	\$40.70	\$45.73	\$42.12	\$47.33	\$43.59	\$48.99
Sr. Network Manager	\$71.53	\$79.60	\$74.03	\$82.39	\$76.62	\$85.27	\$79.31	\$88.25	\$82.08	\$91.34
Sr. Network Analyst	\$65.04	\$72.19	\$67.32	\$74.72	\$69.67	\$77.33	\$72.11	\$80.04	\$74.63	\$82.84
Network Technician	\$50.05	\$56.24	\$51.80	\$58.21	\$53.61	\$60.25	\$55.49	\$62.35	\$57.43	\$64.54
LAN Specialist	\$42.69	\$47.39	\$44.18	\$49.05	\$45.73	\$50.77	\$47.33	\$52.54	\$48.99	\$54.38
Help Desk Manager	\$50.19	\$56.14	\$51.95	\$58.10	\$53.76	\$60.14	\$55.65	\$62.24	\$57.59	\$64.42