On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is http://www.gsaadvantage.gov

SCHEDULE TITLE: Multiple Award Schedule (MAS) 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

SIN 541370GEO Earth Observation Solutions -- SUBJECT TO COOPERATIVE PURCHASING:
FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION
• IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION
FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
• IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
• Creation/Retrieval of IT Related Data Services
• Creation/Retrieval of Other Information Services
• Web-Based Subscription
FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
• Other IT and Telecommunications Services

SIN 541515 Information Technology Professional Services -- SUBJECT TO COOPERATIVE PURCHASING:
FSC/PSC Class D301 IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE
• Facility Management
FSC/PSC Class D302 IT AND TELECOM- SYSTEMS DEVELOPMENT
• Systems Development Services
FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS
• Systems Analysis Services
FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE
• Automated Information Systems Services
FSC/PSC Class D308 IT AND TELECOM- PROGRAMMING
• Programming Services
FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP
• Backup and Security Services
FSC/PSC Class D311 IT AND TELECOM- DATA CONVERSION
• Data Conversion Services
FSC/PSC Class D313 IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED MANUFACTURING (CAD/CAM)
• Computer Aided Design Services
• Computer Aided Manufacturing Services
FSC/PSC Class D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT
• IT Network Management Services
FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
• Creation/Retrieval of IT Related Data Services
• Creation/Retrieval of Other Information Services
• Creation/Retrieval of IT Related Automated News Services
FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
• Other Information Technology Services, Not Elsewhere Classified

SIN OLM Order-Level Materials

Contract Number: 47QTC19D008M
Contract Period: 09 May 2019 – 08 May 2024
FSS 70 Pricelist current through Modification PS-A812 dated February 6, 2020
For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: Riverside Technology, inc.
3350 Eastbrook Drive, Suite 270
Fort Collins, CO 80525
Telephone: (970) 484-7573
Fax: (970) 829-8214
Website: www.riverside.com

CONTRACTOR’S ADMINISTRATION SOURCE: Laura Nielsen, Phone: (970) 214-9419
E-mail: laura.nielsen@riverside.com
Business size: Small Business
CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINS)

SIN 541370GEO Earth Observation Solutions -- SUBJECT TO COOPERATIVE PURCHASING:
FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION
  • IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION
FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
  • IT AND TELECOM-TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
  • Creation/Retrieval of IT Related Data Services
  • Creation/Retrieval of Other Information Services
  • Web-Based Subscription
FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
  • Other IT and Telecommunications Services

SIN 54151S Information Technology Professional Services -- SUBJECT TO COOPERATIVE PURCHASING:
FSC/PSC Class D301 IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE
  • Facility Management
FSC/PSC Class D302 IT AND TELECOM- SYSTEMS DEVELOPMENT
  • Systems Development Services
FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS
  • Systems Analysis Services
FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE
  • Automated Information Systems Services
FSC/PSC Class D308 IT AND TELECOM- PROGRAMMING
  • Programming Services
FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP
  • Backup and Security Services
FSC/PSC Class D311 IT AND TELECOM- DATA CONVERSION
  • Data Conversion Services
FSC/PSC Class D313 IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED MANUFACTURING (CAD/CAM)
  • Computer Aided Design Services
  • Computer Aided Manufacturing Services
FSC/PSC Class D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT
  • IT Network Management Services
FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
  • Creation/Retrieval of IT Related Data Services
  • Creation/Retrieval of Other Information Services
  • Creation/Retrieval of IT Related Automated News Services
FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
  • Other Information Technology Services, Not Elsewhere Classified

SIN OLM Order-Level Materials

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: See Price List

1c. HOURLY RATES (Services only): See labor categories and pricing on p.11 and p.15

2. MAXIMUM ORDER*:

<table>
<thead>
<tr>
<th>SIN</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>541370GEO</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>54151S</td>
<td>$500,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$100,000</td>
</tr>
</tbody>
</table>
NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: Minimum order per the contract $100.00 or as negotiated.


5. POINT(S) OF PRODUCTION: Fort Collins, Larimer County, CO

6. DISCOUNT FROM LIST PRICES: Prices herein are net government prices.

7. QUANTITY DISCOUNT(S): None

8. PROMPT PAYMENT TERMS: Net 30 Days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold. Accepted

9.b Government Purchase Cards are not accepted above the micro-purchase threshold. Contact Contractor.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: As Negotiated at the task order level.

11b. EXPEDITED DELIVERY: Negotiated at the task order level.

11c. OVERNIGHT AND 2-DAY DELIVERY: N/A

11d. 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.

12. FOB POINT: Destination

13a. ORDERING ADDRESS: Riverside Technology, inc.
3350 Eastbrook Drive, Suite 270
Fort Collins, CO 80525
Telephone: (970) 484-7573
Fax: (970) 829-8214

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 on Blanket Purchase Agreements (BPA’s).

14. PAYMENT ADDRESS: Riverside Technology, inc.
3350 Eastbrook Drive, Suite 270
15. **WARRANTY PROVISION:** N/A

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** See 9a and 9b.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for Electronic and Information Technology (EIT):** N/A

   The EIT standard can be found at: [www.Section508.gov](http://www.Section508.gov/).

25. **DUNS NUMBER:** 139725865

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database. **CAGE:** 1FJF9
1. SCOPE
   a. The terms and conditions stated under Special Item Numbers 541370GEO Earth Observation Solutions apply exclusively to this SIN within the Information Technology Schedule.
   b. This SIN is a solutions SIN, which involves services and products to include but not limited to imagery, subscriptions, software, platform and data as a service, and end-to-end data analytics. This SIN provides ordering activities with access to a wide range of Earth Observation Solutions.
   c. Earth Observation Solutions provided shall comply with all certifications and industry standards as specified by ordering activity.
   d. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. INFORMATION ASSURANCE/SECURITY REQUIREMENTS
   a. The contractor shall meet information assurance and security requirements in accordance with the ordering activity requirements specified in the order and/or Blanket Purchase Agreement. The ordering activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
   b. The ordering activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded the SIN shall be capable of meeting at least the minimum security requirements assigned against a low-impact information system.
   c. The ordering activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.
   d. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates. This may include incorporation of the appropriate security forms (e.g., a DD-254) for any special clearance requirements and indoctrinations, such as Sensitive Compartmented Information (SCI). This may also include DOD Directives cited in specific orders and Blanket Purchase Agreements.

3. STANDARDS COMPLIANCE
   a. Vendor suitability for offering solutions through the Earth Observation Solutions SIN must be in accordance with the laws and standards when cited applicable to specific orders and Blanket Purchase Agreements. Offerings shall comply with cited Department of Defense (DoD) standards, Intelligence Community (IC) standards, Open Geospatial Consortium (OGC) standards (http://www.opengeospatial.org/standards), and other standards such as https://nationalmap.gov/standards stated as applicable in specific orders and Blanket Purchase Agreements.

4. ORDER
   a. Ordering activities/agencies may use written orders, Blanket Purchase Agreements, individual purchase orders, delivery 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 delivery or task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract will take precedence.

5. 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 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 Earth Observation Solutions 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. All travel will be agreed upon with the client prior to the Contractor’s travel.

6. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any product that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming item at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the product, unless the change is due to the defect in the product. For inspection and acceptance, the latest versions in the contract apply of 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS and 552.212-4 - CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS.

7. COMMERCIAL SUPPLIER AGREEMENTS (CSAs)
Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

8. WARRANTY
a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract: THE DATA, DOCUMENTATION, AND OTHER PROPRIETARY INFORMATION OF RIVERSIDE TECHNOLOGY, INC. (HEREINAFTER COLLECTIVELY REFERRED TO AS “RIVERSIDE’S PRODUCT”) IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

9. TECHNICAL SERVICES
The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of any software provided. The technical support number is available from ____to____.

Not applicable, Services only.
10. 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 (MAY 2014) Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

11. RESPONSIBILITIES OF THE ORDERING ACTIVITY
Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite services.

12. b
All work performed under the Earth Observation Solutions SIN shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

13. ORGANIZATIONAL CONFLICTS OF INTEREST
a. Definitions.
“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

14. INVOICES
The Contractor, upon completion of the work ordered, shall submit invoices. 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.

15. RESUMES
Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request or as required. The contractor is required to provide personnel meeting the qualifications specified under any labor categories quoted on a Time & Materials order or that for the Firm Fixed Price.

16. 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.
17. DESCRIPTION OF SERVICES AND PRICING
   a. The Contractor shall provide a description of offerings under Earth Observation Solutions SIN in the same manner as the Contractor sells to its commercial and ordering activity customers. The contractor shall provide a description and any applicable licensing should be included. If the contractor is proposing hourly rates (for hours that are not already rolled into a subscription), then a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
   b. Pricing shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist on p.11 and p.15
**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.****

1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

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

5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**
   (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

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

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

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

6. INSPECTION OF SERVICES


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 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

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

12. PAYMENTS
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVATION 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) (DEVATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:
(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
   (1) The offeror;
   (2) Subcontractors; and/or
   (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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

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

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING
a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
   b. Pricing for all IT Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist on p.11 and p.15.
Applications Developer I
Minimum Experience Requirements: Six (6) years relevant experience.
Functional Responsibilities: Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications. Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software. Addresses problems of systems integration, compatibility, and multiple platforms. Consults with project teams and end users to identify application requirements. Performs feasibility analysis on potential future projects to management. Assists in the evaluation and recommendation of application software packages, application integration and testing tools. Resolves problems with software and responds to suggestions for improvements and enhancements. Participates in development of software user manuals. Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments.
Minimum Education Requirements: Bachelor’s Degree in Computer Science or Related

Applications Developer II
Minimum Experience Requirements: Eight (8) years relevant experience.
Functional Responsibilities: Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications. Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software. Addresses problems of systems integration, compatibility, and multiple platforms. Consults with project teams and end users to identify application requirements. Performs feasibility analysis on potential future projects to management. Assists in the evaluation and recommendation of application software packages, application integration and testing tools. Resolves problems with software and responds to suggestions for improvements and enhancements. Participates in development of software user manuals. Provides technical leadership on major tasks or technology assignments. Establishes goals and plans that meet project objectives. Has domain and expert technical knowledge. Decision making and domain knowledge may have a critical impact on overall project implementation.
Minimum Education Requirements: Bachelor’s Degree in Computer Science or Related

Applications System Analyst
Minimum Experience Requirements: Eight (8) years relevant experience.
Functional Responsibilities: Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Prepares detailed specifications for programs. Assists in the design, development, testing, implementation, and documentation of new software and enhancements of existing applications. Works with project managers, developers, and end users to ensure application designs meet business requirements. Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents those programs. Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Assists all phases of software systems programming applications. Evaluates new and existing software products. Provides technical leadership on major tasks or technology assignments. Establishes goals and plans that meet project objectives. Has domain and expert technical knowledge. Decision making and domain knowledge may have a critical impact on overall project implementation.
Minimum Education Requirements: Bachelor’s Degree in Computer Science or Related
**Database Specialist**

**Minimum Experience Requirements:** Six (6) years relevant experience.

**Functional Responsibilities:** Provides all activities related to the administration of computerized databases. Projects long-range requirements for database administration and design in conjunction with other managers in the information systems function. Designs, creates, and maintains databases in a client/server environment. Conducts quality control and auditing of databases in a client/server environment to ensure accurate and appropriate use of data. Advises users on access to various client/server databases. Designs, implements, and maintains complex databases with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods. Applies knowledge and experience with database technologies, development methodologies, and front-end (e.g., COGNOS)/back-end programming languages (e.g., SQL). Performs database programming and supports systems design. Includes maintenance of database dictionaries, overall monitoring of standards and procedures, file design and storage, and integration of systems through database design. Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments.

**Minimum Education Requirements:** Bachelor’s Degree in Computer Science or Related

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**Information Services I**

**Minimum Experience Requirements:** None

**Functional Responsibilities:** This position is responsible for low-level software code support, data entry, and software development under the supervision of senior staff. Working knowledge of software development in C, C++, FORTRAN, Java, and/or Visual Basic or other structured programming languages and UNIX or MS Windows is required. Work activities range from the completion of small tasks to involvement in larger projects.

**Minimum Education Requirements:** High School or GED

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**Information Services II**

**Minimum Experience Requirements:** Four (4) years relevant experience.

**Functional Responsibilities:** This position is responsible for low-level software code development, library maintenance, and small component design under the supervision of senior staff. Experience with software development in C, C++, FORTRAN, Java, and/or Visual Basic or other structured programming languages as appropriate is required. Working knowledge of UNIX or MS Windows is required. Work activities range from the completion of small tasks to involvement in larger projects.

**Minimum Education Requirements:** Associate’s Degree in Computer Science or Related

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**Information Services III**

**Minimum Experience Requirements:** Eight (8) years relevant experience

**Functional Responsibilities:** This position is responsible for moderately complex software code development, library maintenance, small component design, and network system administration, etc., under the supervision of senior staff. Experience with web development, software development in C, C++, FORTRAN, Java, and/or Visual Basic or FORTRAN or other structured programming languages; experience with databases, and some integration (e.g., linking software with GIS, database); and working knowledge of UNIX or MS Windows are required. The position involves task and small project management skills with full management of smaller projects, small task and application design responsibilities, and possible project work with clients under the direct supervision of a more senior staff member.

**Minimum Education Requirements:** Bachelor’s Degree in Computer Science or Related
Information Services IV

Minimum Experience Requirements: Twelve (12) years relevant experience

Functional Responsibilities: This position is responsible for complex software code development in C, C++, FORTRAN, Java, and/or Visual Basic or FORTRAN or other structured programming languages. Experience with web development, software development; working knowledge of UNIX or MS Windows; and experience with databases and integration (e.g., linking software with GIS, database) are required. Responsibilities of this position involve independent software design and development, with final responsibility for delivery on smaller projects. The position requires task and project management skills; communication and integration of work with other design staff; full management of some projects; task and application design responsibilities; some involvement in business development; and project work with clients. Additional responsibilities may include management and review of junior database and GIS staff.

Minimum Education Requirements: Bachelor’s Degree in Computer Science or Related

IT Analyst I

Minimum Experience Requirements: Eight (8) years relevant experience.

Functional Responsibilities: This position is responsible for application design and oversight as a technical lead for software and database development projects. Software development experience in a variety of technology areas (programming, database, GIS, systems, etc.) is required. Responsibilities include developing software components, products, and system designs. Primary responsibilities include helping to integrate technologies for a variety of projects and products, reviewing the work of others, and providing overall quality control. Technical ability in all areas being supervised is required. Management responsibilities include project management, line management, and mentoring of junior staff. Business development responsibilities include developing marketing materials, making significant contributions to proposal efforts, cultivating and maintaining strategic partnerships, and presenting software solutions to existing and potential clients.

Minimum Education Requirements: Bachelor’s Degree in Computer Science or Related

IT Analyst II

Minimum Experience Requirements: Ten (10) years relevant experience.

Functional Responsibilities: This position is responsible for large application design and oversight as the technical lead for complex software and database projects. Software development experience in a variety of technology areas (programming, database, GIS, systems, etc.) is required. Responsibilities include developing software components, products, and system designs. Primary responsibilities include helping to integrate technologies for a variety of projects and products, reviewing the work of others, and providing overall quality control. Technical ability in all supervised areas is required. Management responsibilities include project management, line management, and mentoring of junior staff. Business development responsibilities include developing marketing materials, making significant contributions to proposal efforts, cultivating and maintaining strategic partnerships, and presenting software solutions to existing and potential clients.

Minimum Education Requirements: Bachelor’s Degree in Computer Science or Related

Program Analyst I

Minimum Experience Requirements: Two (2) years of relevant experience.

Functional Responsibilities: Performs programming in support of more senior level programmers. Performs routine technical tasks using standard programming methods and techniques. Develops simple segments of a program. Assists in the testing and documentation. Performs routine design, coding, and documentation of application programs for computers and related equipment.

Minimum Education Requirements: Associate Degree in Computer Science or Related
Program Analyst II
Minimum Experience Requirements: Three to five (3-5) years relevant experience.
Functional Responsibilities: Performs routine technical tasks using standard programming methods and techniques. Develops segments of programs using program languages. Develops test routines and data. Tests all codes personally produced, and assists in the testing of the total program, documenting in standardized terminology, all procedures used. Provides theoretical analysis, where required, to assist in solving problems. Performs routine design, coding, and documentation of application programs for computers and related equipment.
Minimum Education Requirements: Associate Degree in Computer Science or Related

Program Analyst III
Minimum Experience Requirements: Six to eight (6-8) years relevant experience.
Functional Responsibilities: Performs advanced programming and numerical analyses to solve physical problems; analyzes, designs, codes, and documents complex applications for large-scale computers; designs and implements databases and supports the introduction of computer aided software engineering methodology and tools; provides support to establish and manage a customized, integrated hardware/software environment. Lead small task teams occasionally. Performs routine design, coding, and documentation of application programs for computers and related equipment.
Minimum Education Requirements: Bachelor’s Degree in Computer Science or Related

IT Project Manager
Minimum Experience Requirements: Eight (8) years related experience.
Functional Responsibilities: Oversees and provides general management of major IT projects. Provides overall supervision of onsite Contractor personnel, act as primary interface between Government and Contractor personnel, and reviews and monitors Contractor technical work for overall quality, efficiency, and timeliness. Has outstanding knowledge and competence in one or more specific Information Technology or technical areas and is recognized internally and externally as exceedingly well qualified to conceptualize, manage, coordinate, and carry out complex projects and programs. Applies expert knowledge of information technology-related concepts, principles, and practices in his/her field of expertise and contributes to advancing that field. Manages resources and activities or defines technical approaches to be implemented by others. Prepares and delivers presentations to colleagues, subordinates, and government representatives. May perform independent work of significant technical value for Government and industry customers.
Minimum Education Requirements: Master’s Degree in Computer Science or Related

Test Engineer
Minimum Experience Requirements: Six (6) years relevant experience.
Functional Responsibilities: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments.
Minimum Education Requirements: Bachelor’s Degree in Computer Science or Related
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<th>Proposed GSA PRICE w/IFF Year 2 09 May 2020 – 08 May 2021</th>
<th>Proposed GSA PRICE w/IFF Year 3 09 May 2021 – 08 May 2022</th>
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For SIN Order Level Materials (OLM), please refer to [www.gsa.gov/olm](http://www.gsa.gov/olm) for additional information. OLMs are established and priced at the order level.