

GENERAL SERVICES ADMINISTRATION  
Federal Supply Service  
Authorized Federal Supply Schedule Price List

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

Multiple Award Schedule

Contract number: 47QTCA19D00L6

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

Contract period: September 17, 2019 through September 16, 2024

Mission First Solutions LLC  
2751 prosperity Ave, suite # 300  
Fairfax, VA, 22031  
DUNS: 080544198 CAGE Code: 7UJ70  
V: 703-843-8496  
Contact: Haider Jebur Email: [haider.jebur@mission1s.com](mailto:haider.jebur@mission1s.com)

Contractor's internet address/web site where schedule information can be found: [www.mission1s.com](http://www.mission1s.com)

Business size: Small

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs:  
33411 – PC Hardware  
511210 --- Software Licenses  
54151S --- Information Technology Professional Services  
54151HEAL --- Health Information Technology Services  
OLM – Order Level Materials

SIN 511210 ITEM	DESCRIPTION	UOM	GSA PRICE
SaaS License- Perpetual	Annual Perpetual software license for unlimited use per Enterprise; hosted by ViiMed in cloud *perpetual license is a license for a minimum of 1M users	MO	\$3.02
SaaS License - Per Site (On-Prem)	Annual software license for unlimited use per site or facility; hosted onsite at licensing location	YR	\$813,602.02
SaaS License - Per Site	Annual software license for unlimited use per site or facility; hosted by ViiMed in cloud	YR	\$642,317.38
SaaS License - Per User	Annual software license per user (care provider / clinician); hosted by ViiMed in cloud	YR	\$6,423.17
SaaS License - Per Patient	Annual software license per patient, hosted by ViiMed in cloud	MO	\$12.85
Maintenance / Support	Tier 2 / Tier 3 product support, updates, bug fixes, etc.	EA	23.17%
Installation	Discovery, project planning, implementation, testing, acceptance, go-live, etc. in-person (Minimum 3 days)	DA	\$2,055.42
Installation	Discovery, project planning, implementation, testing, acceptance, go-live, etc. (Remote)	HR	\$256.93
Installation	Discovery, project planning, implementation, testing, acceptance, go-live, etc. in-person (Minimum 3 days)	DA	\$2,055.42
Installation	Discovery, project planning, implementation, testing, acceptance, go-live, etc. (Remote)	HR	\$256.93
Training	Initial and ongoing user training provided in-person (Minimum	DA	\$2,055.42

	3 days)		
Training	Initial and ongoing user training (Remote)	HR	\$256.93
Configuration	Programming services based on licensee's workflow in-person (Minimum 3 days)	DA	\$2,055.42
Configuration	Programming services based on licensee's workflow (Remote)	HR	\$256.93
Configuration	Programming services based on licensee's workflow in-person (Minimum 3 days)	DA	\$2,055.42
Configuration	Programming services based on licensee's workflow (Remote)	HR	\$256.93
Content Development	Creative design services related to written and / or video content to be delivered digitally in-person (Minimum 3 days)	DA	\$2,055.42
Content Development	Creative design services related to written and / or video content to be delivered digitally in-person (Minimum 3 days)	HR	\$256.93
Content Development	Creative design services related to written and / or video content to be delivered digitally in-person (Minimum 3 days)	DA	\$2,055.42
Content Development	Creative design services related to written and / or video content to be delivered digitally in-person (Minimum 3 days)	HR	\$256.93

SIN	LABOR CATEGORY	GSA RATE
54151S	Project Manager	\$123.95
54151S	IT Enterprise Architect	\$129.22
54151S	Software Architect	\$123.48
54151S	Systems Analyst I	\$88.54
54151S	Systems Analyst II	\$93.32
54151S	Business/Financial Analyst I	\$76.57
54151S	Business/Financial Analyst II	\$88.54
54151S	Application Systems Analyst I	\$91.41
54151S	Application Systems Analyst II	\$93.32
54151S	System Administrator I	\$86.62
54151S	System Administrator II	\$86.62
54151S	Subject Matter Expert	\$124.19
54151S	Help Desk Specialist II	\$88.54
54151HEAL	Health IT (HIT) Project Manager	\$119.65
54151HEAL	Health IT Senior Systems Engineer	\$149.08
54151HEAL	Health IT Senior Data Architect	\$157.93
54151HEAL	Health IT Senior Software Engineer	\$157.93
54151HEAL	Health IT Mid Level Software Engineer	\$134.01
54151HEAL	Health IT Systems Administrator	\$95.72
54151HEAL	Health IT Network Administrator	\$95.72
54151HEAL	Health IT Subject Matter Expert	\$177.08

1b.

ITEM	GSA PRICE
SaaS License- Perpetual	\$3.02

1c.

Labor Category	Experience	Education	Functional Responsibility
Project Manager	8 years experience in technical or managerial in related discipline	Bachelor's Degree in Business, Scientific or Engineering discipline, PMP Certification	Leads team on large projects or significant segment of large complex projects. Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components. Provides applications systems analysis and programming activities for a Government site, facility or multiple locations. Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources. Oversees all aspects of projects.
IT Enterprise Architect	10 years progressive work experience in individual's area of technological expertise	Master's degree in individual's area of scientific expertise OR Bachelor's Degree in individual's area of scientific expertise with four (4) additional years experience.	Provides high-level architectural expertise to managers and technical staff. Develops architectural products and deliverables for the enterprise and operational business lines. Develops strategy of COTS, ERP, and custom developed system(s) and the design infrastructure necessary to support that strategy. Advises on selection of technological purchases with regards to processing, data storage, data access, applications development and communications. Sets standards for database structures for the organization (SQL, ORACLE, SYBASE, etc.). Advises of feasibility of potential future projects to management.
Software Architect	8 years progressive work experience in individual's area of technological expertise	Bachelor's Degree in Computer Science or Engineering discipline	Establishes system information requirements using analysis of information engineers in the development of enterprise-wide or large-scale COTS, ERP, or customized information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for cross-functional requirements and interfaces. Ensures these systems are compatible and in compliance with the standards for open systems architectures. Evaluates problems of workflow, organization, and planning, and develops appropriate corrective action.
Systems Analyst I	2 years experience in related discipline	Bachelor's Degree in Scientific, Engineering or Business discipline	Provides analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements to provide an integrated IT solution. Develops integrated system test requirement, strategies, devices and systems.

			Directs overall system level testing.
Systems Analyst II	4 years experience in related discipline	Bachelor's Degree in Scientific, Engineering or Business discipline	Generally provides, reviews and approves analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements to provide an integrated IT solution. Develops integrated system test requirement, strategies, devices and systems. Directs overall system level testing. Generally takes a leadership role.
Business/Financial Analyst I	2 years experience in related discipline	Bachelor's Degree in Scientific, Engineering or Business discipline	Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and/or software solutions limitations, operation time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirements specifications.
Business/Financial Analyst II	4 years experience in related discipline	Master's Degree in Scientific, Engineering or Business discipline	Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and/or software solutions limitations, operation time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirements specifications. Provides consultation on complex projects and is considered to be the top level contributor/specialist of most phases of systems analysis, while considering the business implications of the application of technology to the current and future business environment.
Application Systems Analyst I	3 years experience in related discipline	Bachelor's Degree in Computer Science, Engineering or other related discipline	Formulates/defines system scope and objectives. Devises or modifies procedures to solve problems considering computer equipment or COTS or software 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

			<p>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.</p>
Application Systems Analyst II	6 years experience in related discipline	Bachelor's Degree in Computer Science, Engineering or other related discipline	<p>Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment or COTS or software capacity and limitations, operating time, and form of desired results. Prepares detailed specifications for programs. Leads 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.</p>
System Administrator I	2 years experience in related discipline	Bachelor's Degree in related discipline or the equivalent experience	<p>Provides technical support in the installation and maintenance of systems/data bases . Assists in the evaluation of hardware and software. Installs network hardware and software including network operating systems. Monitors data communications to ensure network is available to users. Troubleshoots and resolves routine problems.</p>
System Administrator II	5 years experience in related discipline	Bachelor's Degree in related discipline or the equivalent experience	<p>Installs, maintains and coordinates use of the LAN/WAN. Evaluates hardware and software. Enforces security procedures, installs network software and manages network performance. Troubleshoots and resolves complex problems. Implements and coordinates network policies, procedures and standards.</p>

Subject Matter Expert	15 years recognized expertise in related discipline	PhD in Scientific, Engineering or Business Discipline or the equivalent experience	<p>Serves as subject matter expert, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases.</p> <p>Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.</p>
Help Desk Specialist II	2 years experience	AA Degree	<p>Responds to and diagnoses problems through discussion with users. Ensures a timely process through which problems are controlled. Includes problem recognition, research, isolation, resolution, and follow-up steps. Supervises operation of help desk and serves as focal point for customer concerns. Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Provides second-tier support to end users for either PC, server, or mainframe applications or hardware. Interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Simulates or recreates user problems to resolve operating difficulties. Recommends systems modifications to reduce user problems.</p>
Health IT (HIT) Project Manager	<p>Minimum three (3) years of HIT experience with Bachelor's degree OR minimum of one (1) year of HIT experience with Master's degree OR minimum five (5) years of experience with no degree.</p>	Bachelor's Degree in Business, Management or related discipline	<p>Ability to oversee and orchestrate and performs day-to-day management of assigned delivery order projects that involve teams of HIT consultants and technical experts and analyst. Possesses knowledge of Health IT systems both in commercial and government domain. Has knowledge of health IT protocols, data governance mandates and regulations on handling health IT systems and data. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order</p>

			projects, including assessment of staff and expenditure of ODCs. Demonstrates writing and oral communication skills.
Health IT Senior Systems Engineer	Minimum four (4) years of experience with bachelor's degree OR minimum of two (2) years of experience with master's degree OR minimum six (6) years of experience with no degree.	Bachelor's Degree in Computer Science or related discipline	Supervise the selection and installation of HIT computer systems by providing technical advice and support, and by helping organizations acquire and set up affordable, workable data processing systems suited to current and projected HIT needs. Serves as the primary HIT technical resource for customers. Closely involved in installation and maintain contact with their customers. Analyze the customer's daily operations and confer with managers and other personnel to determine the customer's information handling needs. Recommend appropriate HIT hardware, software, and accessories to the customer. Works with the customer to develop written proposals and give product demonstrations. Evaluates the technical capabilities of the customer's staff to determine training requirements, prepares and conducts classes and seminars. Responsible for monitoring systems and, and providing additional guidance. Engage in problem solving or assisting with special projects, such as helping customers design and implement their own programs. Ability to provide technical and administrative direction for personnel responsible for network design, implementation, and operations tasks, including the review of work products for correctness, adherence to the design concept and to user standards and progress in accordance with schedules.
Health IT Senior Data Architect	Minimum five (5) years of experience with bachelor's degree OR minimum of three (3) years of experience with master's degree OR minimum eight (8) years of experience with no degree.	Bachelor's Degree in Computer Science or related discipline	Ability to lead a team of HIT specialists in developing data repositories, and data models in support of complex and highly sophisticated Data warehousing applications. Ability to develop HIT Data related strategies and their implementation their off. Ability to create data governance methodologies and their implementation. Ability to lead technical architectures for complex and highly sophisticated data interfaces from various systems. Ability to develop and execute HIT architecture strategies, feasibility studies, and integration analyses. Ability to supervise and provide guidance in implementing various HIT architectures. Able to independently gather and define the architecture requirements and ensure that the architectures are compatible and in compliance with the appropriate IT organization and project standards.
Health IT Senior Software Engineer	Minimum five (5) years of experience with bachelor's degree OR minimum of three (3) years of experience with master's degree OR minimum seven (7) years of experience with no degree	Bachelor's Degree in Business, Management or related discipline	Ability to lead or direct of team of HIT software engineers developing and maintaining HIT operating systems, applications software, database packages, compilers, assemblers, utility programs and other highly complex system software requirements. Ability to modify and create special purpose HIT software and ensure systems efficiency and integrity. Ability to analyze HIT systems

			<p>requirements and design specifications. Ability to develop block diagrams and logic flow charts. Ability to translate detailed systems designs into executable software. Ability to test, debug, and refine software to produce the required product. Ability to prepare required documentation, including project plans and software program documentation. Creates and/or maintains operating systems, communications software, database packages, compilers, assemblers, and utility programs. Ability to lead or supervise a team of HIT specialists in developing, managing, maintaining, and evaluating current state-of-the-art computer hardware, software, and software development tools. Manages the development, testing and maintenance of HIT computer programs to ensure that the application meets the needs of the users of the system. Responsibilities include: Assist systems analysts and / or designers in researching and documenting HIT computer user requirements. Ability to lead a team of HIT specialists involved in combining a multitude of complex system and software packages.</p>
Health IT Mid Level Software Engineer	<p>Minimum two (2) years of experience with bachelor's degree OR minimum of one (1) year of experience with master's degree OR minimum four (4) years of experience with no degree</p>	<p>Bachelor's Degree in Business, Management or related discipline</p>	<p>Ability to develop and maintain HIT operating systems, applications software, database packages, compilers, assemblers, and utility programs with minimal oversight. Ability to modify and create special purpose HIT software and ensure HIT systems efficiency and integrity. Ability to develop block diagrams and logic flow charts. Ability to translate detailed design into computer software. Ability to test, debug, and refine the HIT computer software to produce the required product. Assists with the creation of and /or assists with the maintenance of HIT operating systems, communications software, database packages, compilers, assemblers, and utility programs. Ability to modify existing, standard software. Ability to convert computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators and recommend better utilization of operating systems capabilities to improve system efficiency through conversion or migration - all with minimal oversight. Assists with the management, development, testing and maintenance of HIT computer programs to ensure that the application meets the needs of the users of the system. Responsibilities include: Assist HIT systems analysts and/or designers in researching and documenting computer user requirements; Analysis of objectives and problems identified by analysts and/or designers.</p>
Health IT Systems Administrator	<p>Minimum four (4) years of experience with bachelor's degree OR</p>	<p>Bachelor's Degree in Computer Science or related discipline</p>	<p>Supervises and manages the daily activities of configuration and operation of HIT business systems which may be</p>

	minimum of two (2) years of experience with master's degree OR minimum six (6) years of experience with no degree.		N-Tier or client/server based. Optimizes HIT system operation and resource utilization, and performs system capacity analysis and planning. Provides assistance to users in accessing and using HIT business systems. Ability to conduct protocol analysis and knowledge of LAN and WAN data communications protocols. Ability to plan and perform fault management, configuration control, and performance monitoring. Performs and supervises HIT voice and data network administration
Health IT Network Administrator	Minimum three (3) years of experience required with bachelor's or associate degree OR minimum of four (4) years of experience required with no degree.	Bachelor's Degree in Computer Science or related discipline	Responsible for implementing, maintaining, supporting, developing and, in some cases, designing communication networks within an HIT organization or between HIT organizations. Ability to ensure the integrity of high availability network infrastructure to provide maximum performance for their users for HIT systems. Ability to install network and computer systems for HIT organizations and maintaining, repairing and upgrading network and computer systems. Ability to analyze where communications are going to be needed, create plans for the network, present it to senior management, be up-to-date on the latest technology, understand and determine the hardware and wiring needs for HIT organizations.
Health IT Subject Matter Expert	Minimum five (5) years of experience with bachelor's degree OR minimum of three (3) years of experience with master's degree OR minimum eight (8) years of experience with no degree	Bachelor's Degree in Computer Science or related discipline	Ability to lead a team of HIT specialists in analyzing health related data in the data repositories. Design and create reports for analyzing the Health IT related data. Design and create dashboards as necessary to analyze, pivot and aggregate data. Design, develop and implement data loading scripts to load the data into the data repositories. Manipulate data as necessary to consolidate data from various sources to load it to a data warehouse or a data repository. Possess expert level data analysis techniques and implement them to fulfill the requirements at hand. Design and develop Extraction, Transformation and loading (ETL) scripts to manipulate and load Health data. Ability to supervise and provide guidance in implementing various HIT data repositories. Able to independently gather and define the data architecture requirements and ensure that the architectures are compatible and in compliance with the appropriate IT organization and project standards

511210	Software Bernoulli Virtual ICU Suite License monitored provide surveillance and medical device integration	\$7,368.24
33411	Capsule Neuron Hardware Bridge Connectivity Multi port Hub Cable included	\$3,113.16
33411	Capsule Axon Rugged Hardware Bridge Connectivity multi port Hub Cable included	\$1,926.16
33411	Bernoulli Remote Workstation Windows 10 64-bit, Ram: 4GB, Diskspace: 250GB included Mouse and Keyboard	\$2,986.47
54151S	Implementation Project Management, Solution Configuration, Installation, troubleshooting & testing remotely thru B2B connectivity and Clinical Plus User Training Services.	\$4,566.13

54151S	12 Months Renewal Software License Bernoulli Virtual ICU Suite and Support	\$1,592.00
33411	Bridge Connectivity cable Axon/Neuron medical device Special adaptor	\$128.33

2. Maximum order. \$500,000
3. Minimum order. \$100.00
4. Geographic coverage (delivery area). 50 United States; District of Columbia; Puerto Rico
5. Point(s) of production (city, county, and State or foreign country). Not Applicable
6. Discount from list prices or statement of net price. Net prices set forth above.
7. Quantity discounts. None
8. Prompt payment terms. 1% Net 10 days/Net 30 days
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin). None.
- 11a. Time of delivery. 15 days ARO
- 11b. Expedited Delivery. 10 days ARO
- 11c. Overnight and 2-day delivery. As negotiated with ordering agency and the contractor.
- 11d. Urgent Requirements. As negotiated with ordering agency and the contractor.
12. F.O.B. point(s). Destination.
- 13a. Ordering address.  
2751 prosperity Ave, SUT#300  
Fairfax, VA, 22031
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address.  
2751 prosperity Ave, SUT# 300  
Fairfax, VA, 22031
15. Warranty provision. None.
16. Export packing charges, if applicable. Not Applicable
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).  
None.
18. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable
19. Terms and conditions of installation (if applicable). Not Applicable
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable
- 20a. Terms and conditions for any other services (if applicable). Not Applicable
21. List of service and distribution points (if applicable). Not Applicable

22. List of participating dealers (if applicable). Not Applicable

23. Preventive maintenance (if applicable). Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/). [www.jpotechnology.com](http://www.jpotechnology.com)

25. Data Universal Number System (DUNS) number. 079151871

26. Contractor is registered in the SAM database. Current and valid.

## **TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

### **1. 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 software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software 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 software, unless the change is due to the defect in the software. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Timeand-Materials and Labor-Hour Contracts orders placed under this contract.

### **2. COMMERCIAL SUPPLIER AGREEMENTS**

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.

### **3. GUARANTEE/WARRANTY**

- a. The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.
- 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.

### **4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-843-8496 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00am Eastern to 5:00pm Eastern .

### **5. SOFTWARE MAINTENANCE**

- a. Software maintenance as it is defined: (select software maintenance type) :  
(1)  Software Maintenance as a Product (SIN 132-32)  
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and Frequently Asked Questions (FAQ's), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.  
Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services.

Software Maintenance as a product is billed at the time of purchase.

(2) \_\_\_\_\_ Software Maintenance Services (SIN 132-34)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance services are billed in arrears in accordance with 31 U.S.C. § 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. § 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND SOFTWARE MAINTENANCE SERVICES (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or software maintenance services may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30 of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or software maintenance services will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. When a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

b. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during

a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

b. The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

#### 9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 9.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or

software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

(6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 132-33)  
Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19770-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard. Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

(9) Reallocation of Perpetual Software (Option 2 SIN 132-33)

a. The purpose of SIN 132-33 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

b. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

- c. Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- d. The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
- e. As a matter of convenience, once the original licenses are deactivated, diinstalled, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.
- f. Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 132-34) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- g. When software assets are eligible for transfer, and are fully covered under prepaid Software Maintenance Services (SIN 132-34), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- h. The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be \_\_\_\_\_ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

#### 10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### 11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product including the operating systems on which the software can be used. Also included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### 12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses, if commercially available.

## **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

### **1. SCOPE**

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

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

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

### **3. ORDER**

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

### **4. PERFORMANCE OF SERVICES**

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

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract;

and

- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

## 6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—  
COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders  
and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS  COMMERCIAL ITEMS  
(MAR 2009) (ALTERNATE I   OCT 2008) (DEVIATION I – FEB 2007) applies to Time-  
and-Materials and Labor-Hour Contracts orders placed under this contract.

## 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. 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) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor- Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 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 54151S 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.

c. See labor category descriptions and pricing above.

## **TERMS AND CONDITIONS APPLICABLE TO HEALTH INFORMATION TECHNOLOGY (IT) SERVICES (SPECIAL ITEM NUMBER 54151HEAL)**

### **1. SCOPE**

- a. The labor categories, prices, terms and conditions stated under Special Item Number 132-56 Health Information Technology Services apply exclusively to Health IT Services within the scope of this Information Technology Schedule.
- b. This SIN is limited to Health IT Services only. Software and hardware products are out of scope. Hardware and software can be acquired through different Special Item Numbers on IT Schedule 70 (e.g. 132-32, 132-33, 132-8).
- c. This SIN provides ordering activities with access to Health IT services.
- d. Health IT Services provided under this SIN shall comply with all Healthcare certifications and industry standards as applicable at the task order level.
- e. 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. ORDER**

- a. Agencies may use written orders, Electronic Data Interchange (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.

### **3. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- 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 Health 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. All travel will be agreed upon with the client prior to the Contractor's travel.

### **4. INSPECTION OF SERVICES**

In accordance 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

#### **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.

### **5. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities

necessary to perform the requisite Health IT Services.

#### 6. INDEPENDENT CONTRACTOR

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

#### 7. 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.

#### 8. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for Health 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.

#### 9. RESUMES

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

#### 10. INCIDENTAL SUPPORT COSTS

Incidental support costs are not considered part of 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.

#### 11. 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.