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: GSAAdvantage.gov

Multiple Award Schedule

Contract Number: 47QTCA20D005Y

Contract Period: 02/11/2020 – 02/10/2025
Contractor Name: The DataTech Group, Inc. dba DataTech Group
Address: 5250 W. 116th PL STE 200
Leawood, KS 66211-7826
Phone Number: 202-802-0481
E-mail: david.kervin@torch.ai
Website: www.datatechgroup.com
Contract Administration Source: David Kervin
Business Size: Small Business

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.
SIN 54151S  Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

The Contractor shall not resell IT Professional Services, except that IT professional services may only be resold in direct support of products that are authorized to be sold via the schedule contract, e.g. SIN 54151 - Software Maintenance Services that supports SIN 511210 - Software Licenses. (This does not include SINs within the IT Services Subcategory).

NOTE: Subject to Cooperative Purchasing

PSC Code: DE10

LARGE CATEGORY: MISCELLANEOUS
SUBCATEGORY: COMPLEMENTARY SINs

SIN OLM  Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:
- "Open Market Items"
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.
NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000
Customer Information

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

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Special Item Description</th>
<th>Service Description Page</th>
<th>Awarded Price Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S/RC/STLOC</td>
<td>Information Technology Professional Services</td>
<td>9 – 10</td>
<td>11</td>
</tr>
<tr>
<td>OLM/RC/STLOC</td>
<td>Order-Level Materials (OLMs)</td>
<td>Defined at Order Level</td>
<td>Defined at Order Lever</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. N/A

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. See pages 9 – 10.

2. Maximum order:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S/RC/STLOC</td>
<td>$500,000</td>
</tr>
<tr>
<td>OLM/RC/STLOC</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

3. Minimum order: $100

4. Geographic coverage (delivery area): Domestic and overseas delivery

5. Point(s) of production (city, county, and State or foreign country): Leawood, KS, U.S.

6. Discount from list prices or statement of net price: Prices shown herein are net prices

7. Quantity discounts:

<table>
<thead>
<tr>
<th>Volume (in Service Hours)</th>
<th>Discount Code/Description</th>
<th>Additional Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 924 hours per year</td>
<td>Time &amp; Material Engagement</td>
<td>0 % discount</td>
</tr>
<tr>
<td>924 – 1848 hours per year</td>
<td>6 Month Engagement (6MNTH)</td>
<td>5% discount</td>
</tr>
<tr>
<td>Greater than 1848 hours per year</td>
<td>12 Month Engagement (12MNTH)</td>
<td>15% discount</td>
</tr>
</tbody>
</table>
8. **Prompt payment terms**: Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **Foreign items (list items by country of origin)**: N/A

10a. **Time of Delivery**: As negotiated with ordering agency

10b. **Expedited Delivery**: Items available for expedited delivery are noted in this price list. Contact Contractor.

10c. **Overnight and 2-day delivery**: Contact Contractor

10d. **Urgent Requirements**: Please note the Urgent Requirements clause of this contract and contact Contractor.

11. **F.O.B Points**: Destination

12a. **Ordering address(es)**: The DataTech Group dba DataTech Group
5250 W. 116th PL STE 200
Leawood, KS 66211-7826

12b. **Ordering procedures**: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. **Payment address(es)**: The DataTech Group dba DataTech Group
5250 W. 116th PL STE 200
Leawood, KS 66211-7826

14. **Warranty provision**: N/A

15. **Export packing charges, if applicable**: N/A

16. **Terms and conditions of rental, maintenance, and repair (if applicable)**: N/A

17. **Terms and conditions of installation (if applicable)**: N/A
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A

18b. Terms and conditions for any other services (if applicable): N/A

19. List of service and distribution points (if applicable): N/A

20. List of participating dealers (if applicable): N/A

21. Preventive maintenance (if applicable): N/A

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

22b. 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/

23. Unique Entity Identifier (UEI) number: TJVBZYKY6YH1

24. Notification regarding registration in System for Award Management (SAM) database: The DataTech Group, Inc. dba DataTech Group is registered in the SAM Database.
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, 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
(JAN 2017)(DEVIATION - FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT
(DEVIATION – 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.
**IT Staff Consultant**

**Experience**
- 2 years

**Education**
- BS/BA

**Functional Responsibility**
- Responsible for full stack implementation of Decision Support System tasks at User Interface or Database Sub-system level. Major responsibilities will include coding and associated documentation from component level designs, low-level design documents, developing component test cases and execute application tests at the unit level.

**Key Skills:**
- Will be familiar with several programming languages with hands on knowledge in one. Will have knowledge of latest web related technologies or applicable relational database management systems. Ability to work independently at the task level and diagnose/fix application problems. Familiar with general-purpose utilities and editors.

**IT Consultant**

**Experience**
- 5 years

**Education**
- BS/BA

**Functional Responsibility**
- Responsible for full stack development of the Decision Support System at a feature level or more. May serve as single point of contact responsible for the project commitments. Major responsibilities will include one or more of the following: Prepare application requirements from user input for a feature, prepare system documentation, develop estimates at feature level, and work closely with one or more team members to complete development of the feature.

**Key Skills:**
- Core expertise in User Interface or Database Management Sub-system. Able to provide assistance and training to junior team members. Ability to provide debugging, problem determination and system tuning assistance to other application developers. Will have knowledge of one or more of business systems analysis and design, data analysis, data modeling techniques, DBMS and User Interface tools.
**IT Senior Consultant**

**Experience**
10 years

**Education**
- BS/BA

**Functional Responsibility**
Responsible for full stack development of the one or more Decision Support System projects. Will provide core expertise and thought leadership for the project.

**Key Skills:**
Ability to undertake complete responsibility of a project or major task. Key skills will include ability to perform feasibility studies, system analysis, external and internal systems design, complex system diagnosis, problem determination and problem-source-identification. Ability to provide direction to a group of programmers and/or lead one or more development teams.

**IT Technical Writer**

**Experience**
2 years

**Education**
- Associates Degree

**Functional Responsibility**
Interfaces with customer or technical staff to determine technical writing needs. Researches technical concepts. Creates new or modifies existing technical documents that are complex in content. Edits and proofreads technical documents and data. Reviews documents to ensure that standards of quality, format and style are met. Coordinates production efforts. Works under minimal supervision and independently performs duties of moderate complexity.

**NOTES:**
- DataTech offers personnel who meet or exceed the minimum qualification requirements stated in the Labor Category Descriptions. DataTech does allow experience to substitute for educational requirements. The table below shows DataTech's criteria for minimum experience substitution by educational degree. NOTE: Completion of higher education which has not resulted into a degree may be counted as one-for-one year of experience for each year of higher education and may be used for education requirements.

<table>
<thead>
<tr>
<th>Degree Substitution</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor's Degree</td>
<td>Associate's Degree plus two (2) years of related experience</td>
</tr>
</tbody>
</table>
# Awarded Pricing for SIN 54151S

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Staff Consultant</td>
<td>$175.72</td>
<td>$177.48</td>
<td>$179.25</td>
<td>$181.04</td>
<td>$182.85</td>
</tr>
<tr>
<td>IT Consultant</td>
<td>$217.29</td>
<td>$219.46</td>
<td>$221.66</td>
<td>$223.87</td>
<td>$226.11</td>
</tr>
<tr>
<td>IT Senior Consultant</td>
<td>$240.93</td>
<td>$243.34</td>
<td>$245.77</td>
<td>$248.23</td>
<td>$250.71</td>
</tr>
<tr>
<td>IT Technical Writer</td>
<td>$84.53</td>
<td>$85.38</td>
<td>$86.23</td>
<td>$87.09</td>
<td>$87.96</td>
</tr>
</tbody>
</table>

### Applicable Quantity discounts:

<table>
<thead>
<tr>
<th>Volume (in Service Hours)</th>
<th>Discount Code/Description</th>
<th>Additional Discount</th>
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