



AITHERAS, LLC.
51 Monroe Street, Ste. 506
Rockville, MD 20850
Ph. (202) 669-6692
Fax. (240) 465-3057
www.aitheras.com
8(a) disadvantaged minority-owned small
business

SIN 54151S-Information Technology Professional Services
SIN OLM – Order Level Materials

CONTRACT NUMBER: **GS-35F-0068S**

PERIOD COVERED BY CONTRACT: **NOVEMBER 10, 2015 – NOVEMBER 9, 2020**

PRICELIST CURRENT THROUGH MODIFICATION # **PS-A812, DATED 02/26/2020**

**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.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

Table of Contents

1A. TABLE OF AWARDED SIN(s):	6
1B. LOWEST PRICED MODEL NUMBER AND UNIT PRICE	6
1C. HOURLY RATES.....	6
2. MAXIMUM ORDER	6
3. MINIMUM ORDER.....	6
4. GEOGRAPHIC COVERAGE (DELIVERY AREA)	6
5. POINT(S) OF PRODUCTION	6
6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE	6
7. QUANTITY DISCOUNTS.....	6
8. PROMPT PAYMENT TERMS.....	6
9A. NOTIFICATION THAT GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD	6
9B. NOTIFICATION WHETHER GOVERNMENT PURCHASE CARDS ARE ACCEPTED OR NOT ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD	7
10. FOREIGN ITEMS	7
11A. TIME OF DELIVERY	7
11B. EXPEDITED DELIVERY	7
11C. OVERNIGHT AND 2 –DAY DELIVERY	7
11D. URGENT REQUIREMENTS	7
12. F.O.B. POINT(S)	7
13A. ORDERING ADDRESS(ES)	7
13B. ORDERING PROCEDURES.....	7
14. PAYMENT ADDRESS(ES)	7
15. WARRANTY PROVISION	8
16. EXPORT PACKAGING CHARGES, IF APPLICABLE.....	8
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL)	8
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE)	8
19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE)	8
20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE)	8
20A. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)	8
21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE)	8
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE).....	8
23. PREVENTATIVE MAINTENANCE (IF APPLICABLE).....	8
24A. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES	8
24B. SECTION 508 COMPLIANCE INFORMATION	8
25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER	9
26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION	9
ATTACHMENT 1: TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SIN 54151S)	11
1. SCOPE	11
2. PERFORMANCE INCENTIVES I-FSS 60 PERFORMANCE INCENTIVES (APRIL 2000)	11
3. ORDER	11
4. PERFORMANCE OF SERVICES	11
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)	12
6. INSPECTION OF SERVICES	12
7. RESPONSIBILITIES OF THE CONTRACTOR	12
8. RESPONSIBILITIES OF THE ORDERING ACTIVITY	12
9. INDEPENDENT CONTRACTOR	12
10. ORGANIZATIONAL CONFLICTS OF INTEREST	12
11. INVOICES.....	13
12. PAYMENTS.....	13
13. RESUMES	14
14. INCIDENTAL SUPPORT COSTS	14
15. APPROVAL OF SUBCONTRACTS.....	14
16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING	14
ALLOWABLE SUBSTITUTIONS.....	16
ATTACHMENT 2: PRICING	17

ABOUT AITHERAS

AITHERAS, LLC offers quality enterprise solutions for medium and large organizations. By offering quality consultative services, project management and human resources AITHERAS helps organizations discover efficiencies in their existing infrastructures.

AITHERAS bases its values and methodologies on the fact that "clients must succeed". This mindset and hands-on approach has proven valuable for all of our clients and can be seen by the exceptional work that certified professional consultants perform.

AITHERAS boasts the most highly qualified consulting staff in the industry. Certified in Mercury, Oracle, Siebel, PeopleSoft, SAP, and FDA GMP our experienced team can help from Requirements Analysis, ERP/CRM Implementations to, Business Technology Optimization, Tuning, and Regulatory Compliance.

ERP/CRM Implementations

Siebel --- SAP --- PeopleSoft --- Oracle

AITHERAS, LLC. offers clients the ability to utilize experienced and certified consultants for their ERP/CRM Business Process Analysis, Installation, Customization, Support, end-to-end testing and production optimization.

From Siebel and SAP to PeopleSoft and Oracle, AITHERAS offers the experience and knowledge to implement, customize and maintain these complex enterprise solutions.

More importantly, AITHERAS has the experience implementing and customizing these solutions in a regulated environment. Whether the environment is Pharmaceutical, Biotechnology or Clinical; AITHERAS can perform the necessary services needed to assure compliance.

Full Life-Cycle Testing

Testing is an integral part of any application development project. Whether it's functional testing of your application's GUI, performance/load testing of your application's infrastructure, or managing your requirements, test plans, executions and defects, AITHERAS, LLC. has the experience that your organization demands.

Our certified testing consultants work with industry leading testing tools from Mercury, assuring the highest caliber of accuracy, execution and reporting.

AITHERAS can also help your organization create a Center of Excellence that will develop and grow the efficiencies within your enterprise.

More specifically, AITHERAS has years of experience and practical knowledge of regulated environments. If your organization is governed by the FDA or any other quality control entity you need to rely on AITHERAS' expertise.

FDA Computers System Validation

AITHERAS, LLC. provides computer system validations and 21 CFR Part 11 solutions through consulting to FDA-regulated life sciences companies. AITHERAS focuses on providing cost effective, practical validation solutions. Our professional staff has experience with Laboratory Instrumentation, Manufacturing Systems

as well as Business Systems. In addition to traditional manual validation, AITHERAS has extensive experience in implementing the Mercury tools to help facilitate the validation process.

Solutions Include:

Turnkey Validation Projects: plans, requirements, design and development, IQ, OQ/PQ Test Protocols, validation reports.

Outsourcing Services: short and long term on site support.

21 CFR Part 11 Assessments and Remediation

System experience:

General services --- 21 CFR Part 11 Assessment/Remediation, Gap Analysis, SOP Development, Customized training, Automated testing services

Manufacturing --- PLC, DCS, SCADA

Business systems --- ERP, MES, LIMS, Electronic Data Management, Document Management

Data Warehousing

These days, competitive advantage depends on high-value business processes, such as CRM, supply chain management, and business intelligence—applications that effectively require integration of data from across the organization to develop a complete view of activity throughout the enterprise, customer channels, and the supply chain. A key to success will be the enterprise's ability to manage the staggering volumes and complexity of data efficiently and cost-effectively.

A data warehousing solution from AITHERAS brings together data from multiple sources to deliver greater insight into the enterprise. AITHERAS offers years of experience developing high-performance data warehousing solutions for some of the world's largest organizations, sophisticated, low-latency solutions that transmit highly complex data and massive volumes of data to large audiences of end-users. Our expertise with state-of-the-art tools ensures a durable, robust data warehousing solution with a low cost of ownership.

AITHERAS' proven data warehousing methodology, is the foundation for implementing solutions for Fortune 1000 clients nationwide that manage very large volumes of data or very complex data.

Complete Enterprise Solutions

AITHERAS offers a wide variety of Enterprise solutions for all types of industries. From Biotechnology and Pharmaceutical to Independent Software Vendors and Internet Service Providers, AITHERAS has the experience and solutions that will help grow your organization.

AITHERAS provides the following list of services:

- FDA Computer System Validation
- Compliance Audits (FDA, HIPPA, SOX)
- ERP/CRM Implementations
- Staff Augmentations
- Performance/Load Testing
- Functional Testing
- Performance Optimization
- Enterprise Monitoring

- Enterprise Dashboarding
- QA Best Practices (Center of Excellence)
- Project Management
- Staff Augmentation
- Custom Reporting
- Data Warehousing
- 21 CFR Part 11 Assessments and Remediation, Gap Analysis, SOP Development, Customized training, Automated testing
- PLC, DCS, SCADA
- MES, LIMS, Electronic Data Management, Document Management
- Custom Application Development
- Sarbanes-Oxley
- Electronic Data and Document Management
- Portfolio Management
- QA and FDA Compliance
- Clinical Trial Support
- Bioinformatics – Infrastructure and Data Modeling

AITHERAS provides the aforementioned services as well as many other custom services to meet your needs.

Data and Document Migration

Data and Document Migration consists of four major processes:

1. Document Preparation—Aitheras provides inspection of documents for consistency and fragility to determine the safest and most efficient method for the data and document migration. When required, Aitheras provides special care or preparation needed for the migration. We provide the inspection results and recommendations.
2. Scanning—An organization plan is developed logically sequencing the documents before migration. We provide special and meticulous care to maintain the integrity of data and documents before and after migration.
3. Indexing—We capture text and images, enter data into Zylab, and enable search functionality. Creating an index to locate files and data more efficiently
4. Storage Utilization—We provide data/documents in storable electronic formats for ease of access and portability.

COMPANY INFORMATION

1A. TABLE OF AWARDED SIN(s):

SIN	DESCRIPTION	RATE
54151S	INFORMATION TECHNOLOGY SERVICES	SEE ATTACHMENT 2 ON PAGE 16
OLM	ORDER LEVEL MATERIALS	

1B. LOWEST PRICED MODEL NUMBER AND UNIT PRICE

SIN	LABOR CATEGORY	RATE
54151S	EDRMS TECHNICIAN I	\$44.03

1C. HOURLY RATES

PLEASE REFERENCE ATTACHMENT 2 ON PAGE 16.

2. MAXIMUM ORDER

SIN 54151S: \$500,000

3. MINIMUM ORDER

SIN 54151S: \$100.00

4. GEOGRAPHIC COVERAGE (DELIVERY AREA)

DOMESTIC DELIVERY ONLY (THE 48 CONTIGUOUS STATES, D.C., HAWAII, ALASKA, AND US TERRITORIES)

5. POINT(s) OF PRODUCTION

AITHERAS, LLC
 51 MONROE STREET, STE. 506
 ROCKVILLE, MD 20850

6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE

PRICES SHOWN ARE NET PRICES. BASIC DISCOUNTS HAVE BEEN DEDUCTED.

7. QUANTITY DISCOUNTS

NONE

8. PROMPT PAYMENT TERMS

1% 20, NET 30. Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9A. NOTIFICATION THAT GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.

AITHERAS ACCEPTS GOVERNMENT PURCHASE CARDS AT OR BELOW THE MICRO-PURCHASE THRESHOLD.

9B. NOTIFICATION WHETHER GOVERNMENT PURCHASE CARDS ARE ACCEPTED OR NOT ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

AITHERAS ACCEPTS GOVERNMENT PURCHASE CARDS ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS

NOT APPLICABLE

11A. TIME OF DELIVERY

AS NEGOTIATED BETWEEN AITHERAS & ORDERING AGENCY

11B. EXPEDITED DELIVERY

AS NEGOTIATED BETWEEN AITHERAS & ORDERING AGENCY

11C. OVERNIGHT AND 2 -DAY DELIVERY

AS NEGOTIATED BETWEEN AITHERAS & ORDERING AGENCY

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. F.O.B. POINT(S)

DESTINATION

13A. ORDERING ADDRESS(ES)

AITHERAS, LLC
51 MONROE STREET, STE. 506
ROCKVILLE, MD 20850

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(ES)

AITHERAS, LLC
51 MONROE STREET, STE. 506
ROCKVILLE, MD 20850

15. WARRANTY PROVISION

NOT APPLICABLE

16. EXPORT PACKAGING CHARGES, IF APPLICABLE

NONE

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL)

AITHERAS ACCEPTS THE GOVERNMENT PURCHASE CARD ABOVE THE MICRO-PURCHASE THRESHOLD WITH TERMS AS NEGOTIATED BETWEEN AITHERAS AND ORDERING AGENCY.

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)

PLEASE REFERENCE ATTACHMENT 1 STARTING ON PAGE 10 FOR ADDITIONAL TERMS AND CONDITIONS.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE)

NOT APPLICABLE

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE)

NOT APPLICABLE

23. PREVENTATIVE MAINTENANCE (IF APPLICABLE)

NOT APPLICABLE

24A. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES

NOT APPLICABLE

24B. SECTION 508 COMPLIANCE INFORMATION

SECTION 508 COMPLIANCE INFORMATION IS AVAILABLE ON ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) SUPPLIES AND SERVICES AT: WWW.AITHERAS.COM

THE EIT STANDARDS CAN BE FOUND AT: WWW.SECTION508.GOV/

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER

136947608

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE

AITHERAS IS REGISTERED IN SAM

27. SPECIAL PROPOSAL INSTRUCTIONS FOR ORDER LEVEL MATERIALS SPECIAL ITEM NUMBER (OLM)

(a) This Schedule is authorized to allow for order-level materials (OLMs) in accordance with GSAR 538.7201. A listing of all OLM-authorized Schedules is available at [Order-Level Materials](#) site.

(b) Clauses 552.212-4 *Contract Terms and Conditions - Alternate I* and 552.238-115 *Special Ordering Procedures for the Acquisition of Order-Level Materials* provide additional information on inclusion of OLMs in task and delivery orders placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA).

(c) OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price.

]=

(d) Offerors proposing the Order-Level Materials Special Item Number (SIN) are not required to propose items or pricing at the contract level, since by definition OLMs are *unknown* at the time of FSS contract award. The ordering activity contracting officer is responsible for defining OLMs and determining proposed OLM pricing fair and reasonable for a particular order.

(e) OLMs are purchased under the authority of the FSS Program and are not “open market items.”

(f) Items awarded under ancillary supplies/services and other direct cost (ODC) SINs are not OLMs. These SINs are reserved for items that can be defined and priced *up-front* at the FSS contract level.

(g) The Order-Level Materials SIN cannot be the only SIN awarded on a contract. The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN.

(h) The Order-Level Materials SIN is exempt from CSP-1 *Commercial Sales Practices* disclosure requirements.

(i) The Order-Level Materials SIN is exempt from the following clauses:

552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts*

I-FSS-969 *Economic Price Adjustment - FSS Multiple Award Schedule 552.238-77 Submission and*

Distribution of Authorized FSS Schedule Pricelists 552.238-81 Price Reductions

(j) Terms and conditions that otherwise apply to the FSS contract also apply to the Order-Level Materials SIN. Examples include but are not limited to:

Trade Agreements Act (TAA)

Sales reporting and Industrial Funding Fee (IFF) remittance Environmental

Attributes clauses

AbilityOne Program Essentially the Same (ETS) compliance

(k) Prices for items provided under the Order-Level Materials SIN must be inclusive of the IFF. The value of order-level materials in a task or delivery order [or the cumulative value of order-level materials in orders against an FSS BPA] awarded under an FSS contract, shall not exceed 33.33% .

(1) There are no administrative, technical, or price proposal requirements for the Order-Level Materials SIN (i.e., Section I - Administrative/Contract Data, Section II - Technical Proposal, and Section III - Price Proposal). The Order-Level Materials SIN will be awarded when proposed by an offeror, provided that (1) the Schedule is authorized for inclusion of OLMs, and

(2) The Order-Level Materials SIN will not be the only awarded SIN under the contract.

ATTACHMENT 1

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 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

Principal Consultant

Description: The Principal Consultant has experience in managing teams of professionals with generalized and specialized expertise in information management and information technology services. Information technology services include systems planning and management, integration management, functional requirements analysis and modeling, systems analysis and design, business process reengineering, systems life cycle management, system testing and evaluation, system implementation, and data management. The PC provides consulting and executive support to enterprise-wide or national level programs and personnel. The pc provides executive knowledge and insight, technical experience and/or subject-matter expertise to projects; performs analyses and develops recommendations that may have substantial impact on major programs and activities. The PC performs enterprise-wide strategic systems planning and may supervise technical staff.

Education: Bachelor's Degree.

Experience: shall have, as a minimum, seven (7) years related experience.

Senior Consultant

Description: The Senior Consultant has experience in managing teams of professionals with generalized and specialized expertise in information management and information technology services. Information technology services include systems planning and management, integration management, functional requirements analysis and modeling, systems analysis and design, business process reengineering, systems life cycle management, system testing and evaluation, system implementation, and data management. The SC provides consulting and support to enterprise-wide or national level programs and personnel. The sc provides experienced knowledge and insight, technical experience and/or subject-matter expertise to projects; performs analyses and develops recommendations that may have substantial impact on major programs and activities. The SC performs enterprise-wide strategic systems planning and may supervise technical staff.

Education: bachelor's degree.

Experience: shall have, as a minimum, five (5) years related experience.

Consultant

Description: The Consultant has experience in managing teams of professionals with generalized and specialized expertise in information management and information technology services. Information technology services include systems planning and management, integration management, functional requirements analysis and modeling, systems analysis and design, business process reengineering, systems life cycle management, system testing and evaluation, system implementation, and data management. The Consultant provides consulting and support to

enterprise-wide or national level programs and personnel. The Consultant provides knowledge and insight, technical experience and/or subject-matter expertise to projects; performs analyses and develops recommendations that may have substantial impact on major programs and activities. The Consultant performs enterprise-wide strategic systems planning.

Education: Bachelor's Degree.

Experience: Shall have, as a minimum, three (3) years related experience.

Records Management Services Support (RMSS) Project Shift Manager

Description: Manages the overall project plan and scope of our Records Management Support Service contracts. Information technology services include systems planning and management, integration management, functional requirements analysis and modeling, systems analysis and design, systems life cycle management, system testing and evaluation, system implementation, and data management. The Project Shift Manager will plan, execute, and finalize projects according to deadlines and within budget. Will also oversee quality control throughout the life cycle of the project.

Education: Bachelor's Degree or equivalent

Experience: 3-4 years experience in managing teams of professionals with generalized and specialized expertise in information management and information technology services

Electronic Document and Records Management System (EDRMS) Technician I

Description: Supports the conversion/digitization and processing of images for a records management system and enters metadata and key fields into the records management system

Education: Bachelor's Degree or equivalent

Experience: 1 year of working in a scanning digitization environment

Electronic Document and Records Management System (EDRMS) Technician II

Description: Supports the conversion/digitization and processing of images for a records management system, performs data entry quality control, and enters metadata and key fields into the records management system

Education: Bachelor's Degree or equivalent

Experience: 2 year of working in a scanning digitization environment

Electronic Document and Records Management System (EDRMS) Technician III

Description: Supports the conversion/digitization and processing of images for a records management system, works with client to help facilitate an efficient quality control process, responsible for overseeing Technician I and Technician II's performance, reports directly to the shift manager

Education: Bachelor's Degree or equivalent

Experience: 3 year of working in a scanning digitization environment

ALLOWABLE SUBSTITUTIONS

The Table below presents the allowable substitutions based on the education and experience of the labor categories in the Pricelist. Experience should be professional and job related, however it does not have to be specific to the project to be accomplished. However, if a degree is used in place of experience, the degree must be related to the project or task.

<i>Education</i>	<i>Certification</i>
<i>Associates Degree</i>	<i>3 years relevant experience</i>
<i>Trade/Vocational School or Technical Training or Military Training in Relevant field</i>	<i>3 years relevant experience</i>
<i>Bachelors Degree</i>	<i>5 years relevant experience</i>
<i>Professional or Industry Standard Technical Certification in a relevant field. (e.g. MCSE, CCNP, CNA, CNE)</i>	<i>5 years relevant experience</i>
<i>Masters Degree</i>	<i>7 years relevant experience</i>
<i>Professional License [e.g. Professional Engineer, Registered Communications Distribution Designer (RCDD), Certified Professional Logistician (CPL)]</i>	<i>7 years relevant experience</i>

ATTACHMENT 2: PRICING

On-Site

<i>Title</i>	<i>GSA Price (Net)</i>
<i>Principal Consultant</i>	<i>186.65</i>
<i>Senior Consultant</i>	<i>157.93</i>
<i>Consultant</i>	<i>124.43</i>
<i>RMSS Project Shift Manager</i>	<i>93.16</i>
<i>EDRMS Technician I</i>	<i>44.03</i>
<i>EDRMS Technician II</i>	<i>52.82</i>
<i>EDRMS Technician III</i>	<i>65.49</i>

Fixed Solutions

<i>Title</i>	<i>GSA Price (Net)</i>
<i>Data and Document Migration</i>	<i>\$0.16</i>