



**Government Service Administration
Federal Supply Service
Contract Summary**

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Contract Number GS-35F-0189S

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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 to GSA Advantage! is: GSAAdvantage.gov

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Customer Information

1. Table of Awarded Special Item Numbers (SINs)

132-32	Term Software License
132-34	Maintenance of Software
132-51	Information Technology Professional Services

All SIN Categories are Subject to Cooperative Pricing.

a. 132-32 Term Software License

Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

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 FAQs (Frequently Asked Questions), 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 as a service under "SIN 132.34 Software Maintenance as a Service."

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

b. 132-34 Maintenance of Software

Software maintenance as a service 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 as a service 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 as a service is billed in arrears in accordance with 31 U.S.C. 3324

c. 132-51 Information Technology Professional Services

Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, millennium conversion services, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.



GSA Pricing per Special Item Number (SIN) Category

1. 132-32 Term Software License

MFR PN	KSS TechTracS Product Description SIN 132-32	GSA PRICE
KSS-TT-CORE-100	KSS TechTracS [®] Core	\$ 24,000
KSS-TT-FM-GLM	KSS TechTracS [®] General Ledger Module	\$ 4,800
KSS-TT-FM-IMM	KSS TechTracS [®] Invoice Manager Module	\$ 4,800
KSS-TT-FM-RDM	KSS TechTracS [®] Royalty Distribution Manager Module	\$ 4,800
KSS-TT-FM-EEIM	KSS TechTracS [®] Electronic Expense Import Manager Module	\$ 4,800
KSS-TT-CM-iE	KSS TechTracS [®] Compliance Manager - iEdison	\$ 7,200
KSS-TT-CM-iER	KSS TechTracS [®] iEdison Rule Set	\$ 7,200
KSS-TM-CM-100	KSS TechTracS [®] Compliance Manager Module Suite	\$ 14,400
KSS-TT-MM-EMAIL	Email Broadcast & Email-in Managers	\$ 4,800
KSS-TT-MM-TF	KSS TechFinder [®]	\$ 4,800
KSS-TT-MM-WIDM	Web Invention Disclosure Manager	\$ 4,800
KSS-TT-MM-PORT	TLO Portal	\$ 4,800
KSS-TT-MM-MTA	Web MTA Manager	\$ 4,800
KSS-TT-MM-100	Out Reach/Marketing Module Suite	\$ 24,000
KSS-TT-PMSR	Sponsored Research/Proposal Manager	\$ 24,000
KSS-TT-PMWEB	Web Proposals	\$ 4,800
KSS-TT-PM-100	Proposal Management Modules Suite	\$ 28,800
KSS-TT-FLM-CRA	Federal Lab CRADA Manager Module	\$ 4,800

2. 132-34 Maintenance of Software

MFR PN	KSS TechTracS Annual Support 1-10 Concurrent Users Product Description SIN 132-34	GSA PRICE
KSS-TT-CORE-100--M10	KSS TechTracS® Core	\$ 4,080
KSS-TT-FM-GLM-M10	KSS TechTracS® General Ledger Module	\$ 816
KSS-TT-FM-IMM-M10	KSS TechTracS® Invoice Manager Module	\$ 816
KSS-TT-FM-RDM-M10	KSS TechTracS® Royalty Distribution Manager Module	\$ 816
KSS-TT-FM-EEIM-M10	KSS TechTracS® Electronic Expense Import Manager Module	\$ 816
KSS-TT-CM-le-M10	KSS TechTracS® Compliance Manager - iEdison	\$ 1,224
KSS-TT-CM-IER-M10	KSS TechTracS® iEdison Rule Set	\$ 1,224
KSS-TM-CM-100-M10	KSS TechTracS® Compliance Manager Module Suite	\$ 1,224
KSS-TT-MM-EMAIL-M10	Email Broadcast & Email-in Managers	\$ 816
KSS-TT-MM-TF-M10	KSS TechFinder®	\$ 816
KSS-TT-MM-WIDM-M10	Web Invention Disclosure Manager	\$ 816
KSS-TT-MM-PORT-M10	TLO Portal	\$ 816
KSS-TT-MM-MTA-M10	Web MTA Manager	\$ 816
KSS-TT-MM-100-M10	Out Reach/Marketing Module Suite	\$ 4,080
KSS-TT-PMSR-M10	Sponsored Research/Proposal Manager	\$ 4,080
KSS-TT-PMWEB-M10	Web Proposals	\$ 816
KSS-TT-PM-100-M10	Proposal Management Modules Suite	\$ 4,896
KSS-TT-FLM-CRA-M10	Federal Lab CRADA Manager Module	\$ 816

MFR PN	KSS TechTracS Annual Support 11 or More Concurrent Users Product Description SIN 132-34	GSA PRICE
KSS-TT-CORE-100-M25	KSS TechTracS® Core	\$ 5,280
KSS-TT-FM-GLM-M25	KSS TechTracS® General Ledger Module	\$ 1,056
KSS-TT-FM-IMM-M25	KSS TechTracS® Invoice Manager Module	\$ 1,056
KSS-TT-FM-RDM-M25	KSS TechTracS® Royalty Distribution Manager Module	\$ 1,056
KSS-TT-FM-EEIM-M25	KSS TechTracS® Electronic Expense Import Manager Module	\$ 1,056
KSS-TT-CM-le-M25	KSS TechTracS® Compliance Manager - iEdison	\$ 1,584
KSS-TT-CM-IER-M25	KSS TechTracS® iEdison Rule Set	\$ 1,584
KSS-TM-CM-100-M25	KSS TechTracS® Compliance Manager Module Suite	\$ 3,168
KSS-TT-MM-EMAIL-M25	Email Broadcast & Email-in Managers	\$ 1,056
KSS-TT-MM-TF-M25	KSS TechFinder®	\$ 1,056
KSS-TT-MM-WIDM-M25	Web Invention Disclosure Manager	\$ 1,056
KSS-TT-MM-PORT-M25	TLO Portal	\$ 1,056
KSS-TT-MM-MTA-M25	Web MTA Manager	\$ 1,056
KSS-TT-MM-100-M25	Out Reach/Marketing Module Suite	\$ 5,280
KSS-TT-PMSR-M25	Sponsored Research/Proposal Manager	\$ 5,280
KSS-TT-PMWEB-M25	Web Proposals	\$ 1,056
KSS-TT-PM-100-M25	Proposal Management Modules Suite	\$ 6,336
KSS-TT-FLM-CRA-M25	Federal Lab CRADA Manager Module	\$ 1,056

3. 132-51 Information Technology Professional Services

The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule. The Contractor shall provide services at the Contractor's facility and/or at the Customers location, as agreed.

a. PS-001 Senior Software Engineer

- i. **Description:** Under very limited supervision, exercises independent judgment and creativity on a regular basis in solving highly complex major technical problems, and in providing guidance and recommendations. May provide technical direction to one or more professional and/or technical persons on an assigned project. Normally works closely with KSS clients.
- ii. **Duties:** 1) Designs, modifies, develops, writes and implements software programming applications. 2) Coordinates and manages work teams. 3) Supports and/or installs software applications/operating systems. 4) Participates in the testing process through test review and analysis, test witnessing and certification of software. This includes: Analysis Services; Automated Information Systems Design & Integration; Programming, IT Data Conversions.
- iii. GSA Price for this service is \$112.50 per hour (including IFF). Travel based on Federal per diem rate or as fixed price items.

b. PS-002 IT System Project Manager

- i. **Description:** Under limited supervision, exercises independent judgment in solving highly complex major technical problems, and in providing guidance/recommendations. May provide technical direction to professional/technical persons on an assigned project.
- ii. **Duties:** 1) Develops project plans, budgets and schedules based on customer requirements; 2) Controls and manages project milestones and budgets; 3) Reconciles customer concerns, assuring that participating parties are informed of project process, issues and impacts; 4) Provides status reports on projects assigned; and, 5) Performs all business management functions. This includes defining and directing resource needs required to achieve project goals and objectives.
- iii. GSA Price for this service is \$112.50 per hour (including IFF). Travel based on Federal per diem rate or as fixed price items.

c. PS-003 IT Business Process Engineer

- i. **Description:** Under limited supervision, exercises independent judgment in solving highly complex major technical problems, and in providing recommendations. May provide technical direction on assigned projects.
- ii. **Duties:** 1) Analyzes customer business objectives, performs state of practices analyses, and develops customer business processes; 2) Designs, modifies, develops, and implements business process configurations and automated business processing routines; 3) Participates in the testing process; 4) Manages data conversions and performs data quality analysis; 5) Performs activities to support technology transition objectives of the organization; 6) Develops

processes to ensure compliance with laws governing innovation management.

- iii. GSA Price for this service is \$112.50 per hour (including IFF). Travel based on Federal per diem rate or as fixed price items.

d. PS-004 IT Configuration Engineer

- i. **Description:** Under very limited supervision, exercises independent judgment and creativity on a regular basis in solving highly complex major technical problems, and in providing guidance and recommendations. May provide technical direction to one or more professional and/or technical persons on an assigned project. Normally works with KSS clients.
- ii. **Duties:** 1) Designs, modifies, develops, writes and implements software programming applications; 2) Coordinates and manages work teams; 3) Supports and/or installs software applications/operating systems; and 4) Participates in the testing process through test review and analysis, test witnessing, and certification of software.
- iii. GSA Price for this service is \$112.50 per hour (including IFF). Travel based on Federal per diem rate or as fixed price items.

Ordering Information

Contractor has registered with the Central Contractor Registration Database

- a. Legal Business Name: **KNOWLEDGE SHARING SYSTEMS, LLC**
- b. CAGE Code: **46HH1**
- c. DUNS Number: **607742264**
- d. Tax Identification Number: **54-1964255**
- e. Business type: **Small Business**
- f. Minimum order: **\$100.00**
- g. Maximum order: (all Dollar amounts are exclusive of any discounts for prompt payment): **\$500,000**
 - i. Maximum order value applies to Special Item Number (SINs):
 1. SIN 132-32 – Term Software Licenses
 2. SIN 132-34 – Maintenance of Software
- h. Geographic coverage: **Nationwide, including States of Hawaii, Alaska, US Virgin Islands and Puerto Rico**
- i. Ordering Address:
 - i. **Knowledge Sharing Systems**
930 Main Campus Drive, Suite 150
Raleigh, NC 27606
- j. Payment Address:
 - i. **Knowledge Sharing Systems**
C/O Cooley and Associates
PO Box 7967
Charlottesville, VA 22906
- k. Government purchase cards showing the **will be** accepted for orders equal to or below the micropurchase threshold for written or oral orders.
- l. FOB Destination: **48 contiguous states and Washington DC**
- m. Point(s) of production: **Same as contractor's address**
- n. Time of delivery (based in calendar days after receipt of order):
 - i. SIN 132-32 30 Days ARO
 - ii. SIN 132-34 30 Days ARO
 - iii. SIN 132-51 30 Days ARO
- o. Urgent requirements: **Available**
- p. Discount from list prices or statement of net price: **Prices shown are net; Basic Discounts have been deducted and price is inclusive of IFF.**
- q. Prompt payment terms: **1% if paid within 30 days**
- r. Export Packing: **Not Applicable**
- s. Foreign items: **Not Applicable**
- t. Purchase of open market items: **Available**
- u. Warranty: **Knowledge Sharing Systems' Standard Commercial Warranty will apply**
- v. Overseas Activity: **Not available at this time**
- w. Blanket purchase orders: **Available**
- x. Contractor team arrangements: **Available**
- y. Section 508 compliance: **Section 508 compliance information for contract are available in Electronic and Information Technology (EIT) at the following: www.knowledgesharing.com**
- z. Advanced or Prepayment: **Not authorized**



Terms and Conditions

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUWIBER 132-32), AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

I. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government 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.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

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.

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

d. Standard Warranty Clause. KSS warrants that the KSS TechTracS® system shall perform accurately the functions of an intellectual asset management system for a technology transfer and licensing office, as set forth in list of assets under the license agreements - Exhibit A. These functions include, but are not limited to invention disclosure reporting, intellectual property processing, technology marketing and outreach, office productivity tools and management reports. The duration of this warranty and the remedies available to the Licensee for breach of this warranty shall be limited to repair or replacement of the KSS TechTracS® software where such non-compliance is discovered and made known to KSS in writing during the term of this agreement. OTHERWISE, THE KSS TECHTRACS® SYSTEM IS PROVIDED ON AS "AS IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number 1 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM EST to 5:00PM EST, Monday through Friday.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Subject to the payment of the Fees, Knowledge Sharing Systems shall provide Maintenance and Support for the duration of the License Period. After the License Period, Knowledge Sharing Systems may elect to discontinue providing Maintenance and Support at its option. As long as Customer remains current with the payment of all Fees and Knowledge Sharing Systems has not discontinued providing Maintenance and Support, then Knowledge Sharing Systems shall provide Customer with a copy of all Updates generally released by Knowledge Sharing Systems during the term of the license and such Updates shall be deemed to be incorporated into the Knowledge Sharing Systems Software.

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.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (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 maintenance may be discontinued by the Government on thirty (30) calendar day's written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not Applicable

7. TERM LICENSE CESSATION

Not Applicable

8. UTILIZATION LIMITATIONS - (132-32 AND 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 8.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 computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site 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.

9. SOFTWARE CONVERSIONS - (132-32)

The Contractor shall not be offering any software conversion.

10. DESCRIPTIONS AND EQUIPMENT COMPATABILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor shall not be offering any right to copy pricing.

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

I. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

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

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 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 office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency 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 52.2.t2-15) (AUG 1989)

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, Ordering 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 services, Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines Set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

See Page 4