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THE MIDTOWN GROUP

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Small Business/Woman Owned

Schedule IT-70 – Information Technology Professional Services

GSA Contract # GS-35F-0220W
U.S. General Services Administration

GENERAL SERVICES ADMINISTRATION
AUTHORIZED FEDERAL SUPPLY SERVICE
MAS-INFORMATION TECHNOLOGY
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE AND SERVICES

SPECIAL ITEM NO. 54151S
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

FPDS Code D301  IT Facility Operation and Maintenance
FPDS Code D302  IT Systems Development Services
FPDS Code D306  IT Systems Analysis Services
FPDS Code D307  Automated Information Systems Design and Integration Services
PFDS Code D308  Programming Services
PFDS Code D316  IT Network Management Services
PFDS Code D399  Other Information Technology Services, Not Elsewhere Classified

General Services Administration
Federal Supply Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov)
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**USA Commitment to Promote Small Business Participation Procurement Programs**

**Information for Ordering Activities**
INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation
SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. **GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- [ ] The Geographic Scope of Contract will be domestic and overseas delivery.
- [ ] The Geographic Scope of Contract will be overseas delivery only.
- [X] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 54151S Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. **CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Ordering Address:
Midtown Personnel, Inc
1130 Connecticut Ave NW
Suite 1101
Washington, DC 20036

Payment Address:
PO Box 42576
Washington, DC 20015-0576

Contractor will accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency will agree to use the credit card
for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
(202) 887-4747

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 793586405
Block 30: Type of Contractor - B. Other Small Business

A. Small Disadvantaged Business
B. Other Small Business
C. Large Business
G. Other Nonprofit Organization
L. Foreign Contractor

Block 31: Woman-Owned Small Business - Yes**Yes or No**
Block 36: Contractor's Taxpayer Identification Number (TIN): 521645512

4a. CAGE Code: 3E9C2
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION: N/A

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIN 54151S</td>
<td>2 Days</td>
</tr>
</tbody>
</table>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities 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 activity, 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.
7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
   a. Prompt Payment: N/A- days from receipt of invoice or date of acceptance, whichever is later.
   b. Quantity- N/A
   c. Dollar Volume- N/A
   d. Government Educational Institutions- N/A
   e. Other- Prices offered to GSA are based on a 8.25% discount from the commercial price list

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**
   All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **Small Requirements:** The minimum dollar value of orders to be issued is $100.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**
   a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
      Special Item Number 132-51 - Information Technology Professional Services

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**
    Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
    a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
    b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS.
Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable “FED-STD.” Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.
(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(ii) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

1. Manufacturer;
2. Manufacturer's Part Number; and
3. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**
   
a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
   
   (1) Time of delivery/installation quotations for individual orders;
   
   (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
   
   (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. **OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. **BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. **CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. **INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to
the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

N/A

The EIT standard can be found at: www.Section508.gov/.

24.prime contractor ordering from federal supply schedules.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order —

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from______ dated_______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)
Terms and Conditions

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316 IT Network Management Services
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM 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**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) 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 (Deviation – 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 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIAATION 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 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIAITION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

1. The offeror;
2. Subcontractors; and/or
3. Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. **RESUMES**

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

14. **INCIDENTAL SUPPORT COSTS**

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

15. **APPROVAL OF SUBCONTRACTS**

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

16. **DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.
Commercial Job Title:  **Project Manager**
Minimum/General Experience:  2-4 years of experience in management
Minimum Education:  Bachelor's degree in Business Administration or related field

Functional Responsibility: Manages one or more related projects simultaneously. Works with senior agency and client personnel to identify problem areas and recommend solutions. Develops and/or supervises development of project plans, timelines and performance standards for the project. Responsible for resource planning and distribution, and is the lead in coordinating project work with customer personnel, fellow Project Managers, and other contractors. Reports directly to operational corporate officers. Responsible for planning, estimating, organizing, staffing, and executing projects on behalf of clients. Responsible for mandatory high standards of professional excellence among project team members. Responsible for communicating the project status to the client.

Commercial Job Title:  **Senior Project Manager**
Minimum/General Experience:  10 years of experience in management of related field
Minimum Education:  Bachelor’s degree in Business Administration or related field and certification

Functional Responsibility: Manages one project but usually manages two or more related projects simultaneously. Works with senior agency and client personnel to identify problem areas and recommend solutions. Develops and/or supervises development of project plans, timelines and performance standards for the project. Takes the lead in coordinating project work with customer personnel, fellow Project Managers, and other contractors. Responsible for planning, estimating, organizing, staffing, and executing projects on behalf of clients. Responsible for mandatory high standards of professional excellence among project team members. Responsible for communicating the project status to the client. Has managed a department to enterprise-level projects. Requires competence in all phases of project management. Designs, plans, and coordinates multiple work teams in the execution of a specific project for a client. Can provide technical support to project team members and handle complex application features and technical designs. Operates within client guidance, contractual limitations, and Company policies to successfully execute the given project. Generally manages a staff to accomplish business objectives and reports directly to operational corporate officers.

Commercial Job Title:  **Program Manager**
Minimum/General Experience:  4-5 years of experience in related field
Minimum Education:  Bachelor’s degree in Business Administration or related field

Functional Responsibility: Develops new and/or modified administrative programs, policies, regulations, goals and objectives. Performs research and evaluates applicable Federal law, regulations and standards, to formulate final documentation for dissemination throughout the organization. Requires analytical approach to procedures and systems for establishing, operating, and assessing admin control systems and compliance. Provide guidance and clarification on administrative issues to generate process improvements. Implement, develop and/or maintain reporting and tracking systems relating to administrative processes and develop files to monitor renewal of agency policy documents, milestones, and deadlines. Provide internal and external customer assistance. Individual has the ability to multi-task and work independently with little or no supervision. BS/BA degree required plus more than five years of experience. Individual does not have authority to make final determinations of regulations, policies and/or programs.

Commercial Job Title:  **Senior Program Manager**
Minimum/General Experience:  7 years of experience in related field
Minimum Education:  Bachelor’s degree in Business Administration or related field, may also require additional certification

Functional Responsibility: Manages staff responsible for the development, installation, and modification of computer operating systems. Requires ability to develop policies and procedures related to the deployment and maintenance of the organization's operating systems. Explores the future operating systems need of the organization and provides technical leadership to the operating team. Requires a bachelor's degree in area of speciality and at least 8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks.
Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to top management.

**Commercial Job Title:** Web Designer  
**Minimum/General Experience:** 4 years of experience in related field  
**Minimum Education:** Associates degree in related field or equivalent experience  
**Functional Responsibility:** Designs and constructs web pages and websites including incorporating graphic user interface (GUI) features and other techniques. Maintains and provides ongoing design of the website, promos and ad banners, seasonal content specials and custom chat launcher design for partners. May require a bachelor's degree in a related area and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager. A certain degree of creativity and latitude is required.

**Commercial Job Title:** Web Developer  
**Minimum/General Experience:** 2 years of experience in related area  
**Minimum Education:** Bachelor's degree in a related area  
**Functional Responsibility:** Designs, develops, and implement packages for web sites. Requires troubleshooting, debugging and implementing of software codes. Provides knowledge of standard concepts, practices, and procedures within a particular field (i.e., SQL, C++, HTML, CGI and JavaScript). Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude required.

**Commercial Job Title:** Network Administrator  
**Minimum/General Experience:** 4-6 years of experience in related area  
**Minimum Education:** Bachelor's degree in Computer Science  
**Functional Responsibility:** Set up, configure, and support internal and/or external networks. Requires development and maintenance of all systems, applications, security, and network configurations. Recommends upgrades, patches, and new applications and equipment. Serves to provide technical support and guidance to users. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.

**Commercial Job Title:** Database Management Specialist  
**Minimum/General Experience:** 6 years of experience in DBMS systems analysis and programming.  
**Minimum Education:** Bachelor’s degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical field. Master’s degree preferred.  
**Functional Responsibility:** Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organizations, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the process environments and ensures that data integrity, security, and recoverability are built into the DBMS applications.

**Commercial Job Title:** Systems Administrator  
**Minimum/General Experience:** 4+ years of directly related experience involving system service applications and functions in a large, multi-faceted system domain  
**Minimum Education:** Bachelor’s degree with major coursework in microcomputer software applications and/or computer science  
**Functional Responsibility:** Requires specialized subject matter expertise in one or more computer systems utilized for business applications; interface between system software and other systems used; spreadsheet, database and word processing applications; hardware operating systems, computer hardware, mainframe access basics, and networks. Knowledge is applied to system administration and support activities. The Systems Administrator is
distinguished from the Principal Systems Analyst class, which performs duties independently and requires a greater 
degree of knowledge and experience, and the Principal Systems Specialist, which receives closer supervision and 
has less responsibility for system administration.

**Commercial Job Title:** Systems Analyst  
**Minimum/General Experience:** 5+ years of directly related experience in the design, development, and 
implementation of systems software and/or business application systems for computer systems using 
advanced programming languages; Three (3) years of this experience must have been as a specialist in 
systems software  
**Minimum Education:** A Bachelor’s degree with major coursework in Computer Science or Business 
Administration  
**Functional Responsibility:** Requires specialized subject matter expertise in operating systems and related system software for computers in a large multi-user environment; The characteristics, capabilities, and uses of operating system components and related vendor supplies and software packages; Software systems including coding and assembly level, procedural and nonprocedural, and job control languages; Operating systems and database systems, and teleprocessing systems; As well as extensive directly related and progressive experience; Knowledge is applied to research and evaluation significant impact or consequence involving highly specialized and technical areas impacting recommendations and development of new policies, procedures, and services; Has functional or technical supervision over lower level positions of Systems Software Analyst I & II; Most frequently meets with administrative, management and professional staff, as well as functional and/or programmatic subject matter specialist to influence, motivate and to act as a liaison for a program or department.

**Commercial Job Title:** Systems Engineer  
**Minimum/General Experience:** Six + years of progressive experience in design, analysis, programming and 
implementation of system designs and operation systems.  
**Minimum Education:** Bachelor’s degree in computer science, mathematics or related field  
**Functional Responsibility:** Contributes to the development and implementation of systems methods, procedures, and standards necessary to maintain the integrity, reliability, and maintainability and of systems. Apply structured methodology to the planning, oversight, and status communication of a project with an understanding of object-oriented technologies for project management. Proficient with the principles of risks assessment and requirements specification. Understanding of requirements from clients and how to identify project risks. Familiarity with techniques used in each stage of development and understanding how decisions made at each stage affect the life cycle of the project. Perform quality assurance function. Assists other staff members in the development of project plans and specifications and in the monitoring of progress. Works with minimal management supervision.

**Commercial Job Title:** Help-Desk Technician  
**Minimum/General Experience:** 3 years of progressive experience in providing help-desk support and 
adминистation with at least two (2) years’ experience in supporting and troubleshooting COTS software, 
Operating Systems, and hardware malfunction  
**Minimum Education:** Minimum High School Diploma or Microsoft Certified Product Specialist (MCP) 
Certification or equivalent  
**Functional Responsibility:** Under the supervision of a Task Manager or Project Manager, provide help desk activity for purposes of resolving end-users’ hardware and software problems through telephone assistance for installation and configuration of personal computer hardware and peripherals, network client software and application software.

**Commercial Job Title:** Technical Support Analyst  
**Minimum Education:** 0-3 years of experience in the field or in a related field  
**Minimum Education:** Requires an Associate’s degree in a related area  
**Functional Responsibility:** Review, analyze, and evaluate information technology systems operations. Requires knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.
Commercial Job Title: Senior Programmer
Minimum/General Experience: 5+ years of experience working in IT field and knowledge of database operations and web base applications, WCF-Web Services.
Functional Responsibility: The Senior Programmer will collaborate with the lead architect, and other senior developers and Database Warehouse architect to design/enhance and implement an enterprise-class .NET product and also work with subject matter experts to design effective and innovative solutions to meet business needs. Responsibilities include: utilize Iterative full-lifecycle development methodology; analyze complex requirements; create reliable project effort estimates; identify and implement complex subsystems; create technical documentation; maintain design and programming guidelines; perform design and code reviews; evaluate 3rd party solutions and prepare recommendations and cost benefit analysis for their use; develop proof-of-concept prototypes; and design and implement solutions to satisfy nonfunctional requirements such as scalability, usability, maintainability and supportability. Experience with XML development tools, .NET Framework and NUnit Framework and design patterns.

Commercial Job Title: Database Administrator I
Minimum/General Experience: 5 years + of experience in IT field working with communication foundations/web services
Minimum Education: Bachelor’s degree in Business Administration or related field
Functional Responsibility: The Database Administrator (DBA) is responsible for providing technical support for the database environment including overseeing the development and organization of the databases, assessment and implementation of new technologies, and providing Information Technology with a long-term perspective on the relationship of database technology to the business opportunities facing the organization. The DBA is challenged to work with Data Warehouse architecture, Data Modelers and application development and to help achieve a state-of-the-art environment that meets current and future business objectives. Trains and develops technical support and applications staff to better utilize on-line processing databases environment. Provides and designs tools to assist in the management of the database and transaction processing environment. Setup and maintain data warehouse environments; design reports using server reporting services; conduct research and make recommendations on database products, services, protocols, and standards in support of procurement and development efforts; implement redundant systems and procedures for disaster recovery and data archiving to ensure effective protection and integrity of data assets; respond to and resolve database security and performance issues; identify, manage and mitigate risks; identifies data sources from design requirements, transforms design from logical model to physical implementation, constructs entity relationship diagrams, data dictionaries and process documents, and manages and implements schema change requests; performance tunes and writes code for database access, modifications, and constructions including stored procedures, views and triggers. Experience in SQL Server 2000, 2005 & 2008; DTS; SSIS; SQL Business Intelligence; Visual Basic; MC DBA Certified.

Commercial Job Title: Database Administrator II
Minimum/General Experience: 7+ years of experience in IT field, most recent knowledge of databases (Oracle 9i or above)
Minimum Education: Bachelor’s degree in Computer Science/Business Administration or related field
Functional Responsibility: The DBA II plans, designs, implements and supports IT architecture. Work closely with the IT team members on installation, configuration and upgrades (migration) to the database management system software and hardware. Responsible for setting up; create databases; design application schemes/integrity; conduct performance tuning and optimization. Additionally, manage all backups, rollbacks, database recoveries and security of production systems. Experience implementing technical solutions to include: identifying the problem, research/investigating potential solutions, testing potential solutions, providing recommended solution, implementing solution (including documentation). Experience working with most current applications (Oracle databases versions 9i+), enterprise management, PL/SQL and writing SQL scripts for requested queries and reports. May be required to manage and/or supervise a team for modernization.
Commercial Job Title: Senior Technical Writer  
Minimum/General Experience: 5+ years in IT field, documentation  
Minimum Education: Bachelor’s degree in Business Administration or related field  

**Functional Responsibility:** The Sr. Technical Writer develops and maintains user guides, help systems and on-line tutorials for software applications developed in-house. Develop and maintain production run books and other such internal documents. Prepare and maintain other documentation, as deemed necessary. Participates in requirement gathering meetings and preparing requirements documents such as use cases, business rules, test plans. Update internal web-site infrastructure, maintain content; assure quality and integrity of technical documentation and assessing new technologies based on customer needs. Work with network personnel on issues of hardware/software that affect the project. Experience in technical writing formulation.
Table of special item number(s) with appropriate cross-reference to item descriptions and awarded price(s). All prices are hourly rates and performed on-site at the client/government agency designated location.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Item Description</th>
<th>Labor Categories Provided</th>
<th>Hourly Rate</th>
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<td>54151S</td>
<td>Information Technology Professional Services</td>
<td>Database Management Specialist</td>
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<td>Systems Administrator</td>
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<td>Help Desk Technician</td>
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<td>Database Administrator II</td>
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<td>Senior Technical Writer</td>
<td>$89.70</td>
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</tbody>
</table>
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Midtown Personnel, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Tasha Manzano, 202-887-4747, tasha@midtownpersonnel.com, 202-887-4748 (fax).