SPECIAL ITEM NUMBER 132-50 – TRAINING COURSES (FPDS CODE U012)

SPECIAL ITEM NUMBER 132-51 – 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

**Note 1:** 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.
Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is **not** to be used as means to procure services, which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturing or one of their authorized agents.

Alitech Consulting, LP (dba “Alitek Consulting”)
19627 I-45 North; Suite 700
Spring, Texas 77388
Telephone: (281) 433-0676
Fax: (832) 217-3016
http://www.alitek.com

Contract Number: GS-35F-0251X
Period Covered by Contract: 02/24/2011 through 02/23/2021
General Services Administration
Federal Acquisition Service

Price list is current through Modification # PA-0022, dated 01/19/2017

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage System (http://www.gsaadvantage.gov).

AliTech Consulting, LP (dba Alitek Consulting)
Professional Services Rate Sheet,
Experience & Course Listing
## Services Rate Sheet

<table>
<thead>
<tr>
<th>SIN</th>
<th>GSA Schedule 70 Labor Category</th>
<th>Proposed GSA Schedule Rate with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-51</td>
<td>Analyst I</td>
<td>$147.40</td>
</tr>
<tr>
<td>132-51</td>
<td>Analyst II</td>
<td>$151.86</td>
</tr>
<tr>
<td>132-51</td>
<td>Analyst III</td>
<td>$156.33</td>
</tr>
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</tr>
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<td>132-51</td>
<td>Consultant IV</td>
<td>$165.26</td>
</tr>
<tr>
<td>132-51</td>
<td>Program Manager I</td>
<td>$165.26</td>
</tr>
<tr>
<td>132-51</td>
<td>Program Manager II</td>
<td>$174.19</td>
</tr>
<tr>
<td>132-51</td>
<td>Project Manager I</td>
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<td>Project Manager III</td>
<td>$174.19</td>
</tr>
</tbody>
</table>

### Schedule 70 Labor Categories and Descriptions (SIN 132-51)

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Description</th>
</tr>
</thead>
</table>
| Analyst I      | Prepares reports for contract deliverable submissions. Researches and analyzes processes and/or components, and determines requirements with minimum supervision. Collaborates with customer(s) define, coordinate and track the status of task(s). Reviews program reports, technical papers, drawings, specifications, procedures, etc. provides comments, consolidates and adjudicates comments from various organizations and prepares reports.  
Minimum Education: Bachelor Degree.  
Minimum Experience: 4 Years Experience in Functional IT Consulting. |
| Analyst II     | Analyzes systems, processes, and/or components to devise the cost efficient method of accomplishing the work. Plans study of work problems and procedures; gathers and analyzes data; organizes and documents findings of studies and prepares recommendations for implementing new systems, procedures or organizational changes.  
Minimum Education: Bachelor Degree  
Minimum Experience: 6 years Experience in Functional IT Consulting. |
| Analyst III    | Develops and executes project tasks, applies analytical problem solving methodologies and provides direction to support staff. Performs studies, analyses and evaluations related to organizations and processes such as: requirements analyses; feasibility studies, performance assessments, vulnerability assessments, process improvement initiatives, cost/benefit analysis, or strategic plans. Assesses the progress of research and information gathering efforts and redirects efforts of |
teams as necessary. Prepares, produces and disseminates briefings, studies, reports, estimates and assessments memoranda.

Minimum Education: Bachelor Degree  
Minimum Experience: 8 Years Experience in Functional IT Consulting.

| Consultant I | Evaluates, advises, implements and mentors on most aspects of a given industry or subject. Assists in data collection, management and analysis of projects. Provides research, writing and analysis support. Prepares reports and presents findings.  
| Minimum Education: Bachelor Degree | Minimum Experience: 4 Years Experience in Functional IT or Security Consulting. |

| Consultant II | Applies knowledge in specific functional areas to the analysis design, development, and implementation of the improvement processes, methodologies, systems and technologies. Plans, conducts, and directs research, development, and implementation of work on specialized and/or complex tasks necessitating the organization and application of innovative approaches. Provides management and/or technical direction and support to lower-level personnel in functional area(s) of expertise. Provides high-level, specialized consulting services. Develops innovative solutions to specific functional areas.  
| Minimum Education: Bachelor Degree | Minimum Experience: 6 Years Experience in Functional IT or Security Consulting |

| Consultant III | Applies knowledge in specific functional areas to the analysis, design, development, and implementation of the improvement processes, methodologies, systems, and technologies. Plans, conducts, and directs research, development, and implementation of work on specialized and/or complex tasks necessitating the organization and application of innovative approaches. Provides management and/or technical direction and support to lower-level personnel in functional area(s) of expertise. Provides high-level, specialized consulting services. Develops innovative solutions to specific functional areas.  
| Minimum Education: Bachelor Degree | Minimum Experience: 6 Years Experience in Functional IT or Security Consulting |

| Consultant IV | Consults in highly specialized functional or technical areas. Provides specific technical and/or functional guidance reflecting detailed, expert knowledge of specific areas or functions. Performs complex analyses and studies and presents findings through reports and presentations to management and client representatives. Uses in depth knowledge of issues related to specialized experience in best practices and/or the management of complex change processes. Provides support to project managers and analysts.  
| Minimum Education: Bachelor Degree |  

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<table>
<thead>
<tr>
<th>Position</th>
<th>Experience/Qualifications</th>
</tr>
</thead>
</table>
| **Program Manager I**          | Minimum Experience: 10 Years Experience in Functional IT or Security Consulting  
Responsible for the overall execution, management and administration of multiple projects or small programs. Coordinates the activities of project personnel across multiple vendors to ensure overall strategic program goals are met. Manages program staffing, budgets, timelines and dependencies. Responsible for all program deliverables and status reporting to the executive sponsors.  
Minimum Education: Bachelor Degree |
| **Program Manager II**         | Minimum Experience: 6 Years Experience in Program Management  
Responsible for the overall execution, management and administration of multiple projects or large programs. Coordinates the activities of project and program personnel across multiple vendors to ensure overall strategic program goals are met. Manages program staffing, budgets, timelines and dependencies. Responsible for all program deliverables and reports status to the executive sponsors.  
Minimum Education: Bachelor Degree. Minimum Experience: 8 years experience in Program Management |
| **Project Manager I**          | Minimum Experience: 4 years experience in Project Management  
Responsible for the overall execution, management and administration of single project. Coordinates the activities of project personnel to ensure project deliverables are met. Manages performance of work for task orders. Reviews and approves all deliverables and monitors the quality of team members.  
Minimum Education: Bachelor Degree. Minimum Experience: 4 years experience in Project Management |
| **Project Manager II**         | Minimum Experience: 6 years experience in Project Management  
Responsible for the overall execution, management and administration of one large project or several smaller projects. Coordinates the activities of project personnel to ensure project deliverables are met. Manages performance of work for task orders. Reviews and approves all deliverables and monitors the quality of team members.  
Minimum Education: Bachelor Degree. Minimum Experience: 6 years experience in Project Management |
| **Project Manager III**        | Minimum Experience: 8 years experience in Project Management  
Responsible for the overall execution, management and administration of one to many large projects. Coordinates the activities of project personnel to ensure project deliverables are met. Manages performance of work for task orders. Reviews and approves all deliverables and monitors the quality of team members. Coordinates efforts of multiple projects simultaneously.  
Minimum Education: Bachelor Degree. Minimum Experience: 8 years experience in Project Management |
## Schedule 70 Labor Categories and Descriptions (SIN 132-50)

<table>
<thead>
<tr>
<th>Course Name</th>
<th>Course Length</th>
<th>Course Description</th>
<th>Pre-requisites</th>
<th>Proposed GSA Schedule Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Security Officer Training for Waterfront Facilities - MTSA 105</td>
<td>14 hours</td>
<td>This course covers all of the subject matter listed in 33 C.F.R § 105.205, and is designed to help FSOs understand and implement an effective MTSA program at their respective waterfront facilities.</td>
<td>NIA</td>
<td>$377.83/student</td>
</tr>
<tr>
<td>Facility Security Officer Training for Offshore Facilities - MTSA 106</td>
<td>14 hours</td>
<td>This course covers all of the subject matter listed in 33 C.F.R § 106.210, and is designed to help FSOs fully understand and comply with their unique regulatory requirements offshore.</td>
<td>NIA</td>
<td>$377.83/student</td>
</tr>
<tr>
<td>Security Personnel Training - MTSA</td>
<td>7 hours</td>
<td>This course covers all of the subject matter listed in 33 C.F.R. § 105.210. It is intended to help Security Personnel comply with U.S. Coast Guard MTSA regulations and provide them with the tools necessary to successfully fulfill their security responsibilities.</td>
<td>NIA</td>
<td>$226.70/student</td>
</tr>
<tr>
<td>Maritime Security Awareness Training - MTSA</td>
<td>4 hours</td>
<td>This course covers all of the subject matter listed in 33 C.F.R § 105.210. It is intended to provide the basic security training all vessel, port facility, and OCS facility non-security personnel are required to have in order to comply with U.S. Coast Guard MTSA.</td>
<td>NIA</td>
<td>$113.35/student</td>
</tr>
<tr>
<td>TWIC Escort Training - MTSA</td>
<td>1 hour</td>
<td>This course is specifically designed for anyone who needs to have Transportation Worker Identification Card (TWIC) Escort Training and a course completion certificate.</td>
<td>NIA</td>
<td>$113.35/student</td>
</tr>
<tr>
<td>Facility Security Officer Training for Waterfront Facilities - MTSA 105</td>
<td>16 hours</td>
<td>This course covers all of the subject matter listed in 33 C.F.R § 105.205, and is designed to help FSOs understand and implement an effective MTSA program at their respective waterfront facilities.</td>
<td>MTSA Qualified Instructor</td>
<td>$377.83/student</td>
</tr>
<tr>
<td>Facility Security Officer Training for Offshore Facilities - MTSA 106</td>
<td>16 hours</td>
<td>This course covers all of the subject matter listed in 33 C.F.R § 106.210, and is designed to help FSOs fully understand and comply with their unique regulatory requirements offshore.</td>
<td>MTSA Qualified Instructor</td>
<td>$377.83/student</td>
</tr>
<tr>
<td>Security Personnel Training - MTSA</td>
<td>8 hours</td>
<td>This course covers all of the subject matter listed in 33 C.F.R. § 105.210. It is intended to help Security Personnel comply with U.S. Coast Guard MTSA regulations and provide them with the tools necessary to successfully fulfill their security responsibilities.</td>
<td>MTSA Qualified Instructor</td>
<td>$226.70/student</td>
</tr>
<tr>
<td>Maritime Security Awareness Training - MTSA</td>
<td>4 hours</td>
<td>This course covers all of the subject matter listed in 33 C.F.R. §§ 104.225, 105.215, and 106.220. It is intended to provide the basic security training all vessel, port facility, and OCS facility non-security personnel are required to have in order to comply with U.S. Coast Guard MTSA.</td>
<td>MTSA Qualified Instructor</td>
<td>$113.35/student</td>
</tr>
</tbody>
</table>
This course is specifically designed for anyone who needs to have Transportation Worker Identification Card (TWIC) Escort Training and a course completion certificate.

MTSA Qualified Instructor

$113.35/student

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

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See pricing chart below

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See pricing chart below.

2. Maximum order. SIN 132-51 IT Professional Services is $500,000, SIN 132-50 Training Courses is $25,000

3. Minimum order. $100

4. Geographic coverage (delivery area). Domestic and Overseas

5. Point(s) of production (city, county, and State or foreign country).

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6. Discount from list prices or statement of net price. See pricing chart

7. Quantity discounts. None

8. Prompt payment terms. Net 30 Days

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin). None
11a. Time of delivery. (Contractor insert number of days.) For SIN 132-51 and 132-50 is 30 Days to acknowledge receipt of order.

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery. Need to contact the contractor

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery. Need to contact the contractor

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery. Need to contact the contractor

12. F.O.B. point(s). Destination

13a. Ordering address(es).

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Spring, Texas 77388

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).

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Spring, Texas 77388

15. Warranty provision. Standard warranty

16. Export packing charges, if applicable. Not applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). N/A

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

19. Terms and conditions of installation (if applicable). N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). N/A

20a. Terms and conditions for any other services (if applicable). N/A

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

22. List of participating dealers (if applicable). N/A
23. Preventive maintenance (if applicable). N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A

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

25. Data Universal Number System (DUNS) number. 364181052

26. Notification regarding registration in System for Award Registration (SAM) database. Registered
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)

1. SCOPE
   a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
   b. The Contractor shall provide training at the Contractor’s facility and/or at the ordering activity’s location, as agreed to by the Contractor and the ordering activity.

2. ORDER
   Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student’s name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY
   The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING
   a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
   b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
   c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
   d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT
   The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor’s instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING
   The price that the ordering activity will be charged will be the ordering activity training price in effect at the time
of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. -if applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

   (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

   (2) The length of the course;

   (3) Mandatory and desirable prerequisites for student enrollment;

   (4) The minimum and maximum number of students per class;

   (5) The locations where the course is offered;

   (6) Class schedules; and

   (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.
1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES 1-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, effective 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) (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 (OCT 2008) (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 offerer must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offerer must specify whether the fixed hourly rate for each labor category applies to labor performed by-

   (1) The offerer;

   (2) Subcontractors; and/or

   (3) Divisions, subsidiaries, or affiliates of the offerer 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.

   The following is an example of the manner in which the description of a commercial job title should be presented:

   EXAMPLE: Commercial Job Title: System Engineer

   Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

   Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

   Minimum Education: Bachelor's Degree in Computer Science