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GSA Contract Holder

**Information Technology Services
Schedule 70 Pricelist**

GS-35F-0618P

**Pricelist current through
Modification PS-0016,
effective August 28, 2018**

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

SPECIAL ITEM NUMBERS (SIN)	PRODUCTS/SERVICES
132-51	IT Professional Services
132-45B	Incident Response
132-45C	Cyber Hunt
132-45D	Risk and Vulnerability Assessment
70-500	Order-Level Materials

SIN 132-51, 132-45B, 132-45C, AND 132-45D INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FSC/PSC Class D301	IT Facility Operation and Maintenance
FSC/PSC Class D302	IT Systems Development Services
FSC/PSC Class D306	IT Systems Analysis Services
FSC/PSC Class D307	IT Strategy and Architecture Services
FSC/PSC Class D308	IT Programming Services
FSC/PSC Class D310	IT Cyber Security and Data Backup
FSC/PSC Class D311	IT Data Conversion Services
FSC/PSC Class D316	IT Telecommunications Network Management Services
FSC/PSC Class D399	Other IT and Telecommunications Services

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 a 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 performed by the publisher or manufacturer or one of their authorized agents.

Contractor:

Strategic Enterprise Solutions, Inc. (SE Solutions)
11951 Freedom Drive, Suite 1300
Reston, VA 20190
Phone: (571) 481-4474
Fax: (571) 481-4476

www.sesolutions.com

Contract Number: GS-35F-0618P

Period Covered by Contract: June 24, 2004, through June 23, 2019

General Services Administration Federal Supply Service

Products and ordering information in this Authorized Information Technology Schedule Pricelist is also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing GSA's Home Page via the Internet at www.fss.gsa.gov.

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1 INFORMATION FOR ORDERING OFFICES

SPECIAL NOTICE TO AGENCIES

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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 micropurchase 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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply 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 micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1.1 GEOGRAPHIC SCOPE OF CONTRACT:

Domestic Delivery Only—The geographic scope of this contract is the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington DC, and U.S. Territories.

1.2 CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:

1.2.1 ORDERING ADDRESS.

SE Solutions
11951 Freedom Drive,
Suite 1300
Reston, VA 20190

1.2.2 PAYMENT ADDRESS.

SE Solutions
11951 Freedom Drive, Suite 1300
Reston, VA 20190

1.2.3 CREDIT CARDS

Contractor must accept credit card for payments equal to or less than the micro-purchase threshold for oral or written orders under this contract. The Contractor and the ordering agency may 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.

1.2.4 TECHNICAL AND/OR ORDERING ASSISTANCE

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance.

Phone: (571) 481-4474

Monday through Friday: 8:00 a.m. to 5:00 p.m. (EST)

1.3 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.

1.4 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) is 12-914-8610
Block 30:	Type of Contractor is (B) Other Small Business.
Block 31:	Woman-Owned Small Business (No).
Block 36:	Contractor's Tax Identification Number (TIN) is 54-2025113

CAGE CODE: 3ECG1

Contractor has registered with the Central Contractor Registration Database at SAM.gov.

1.5 F.O.B. POINT:

1.5.1 *Destination for the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.*

1.5.2 *Point of Exportation for all other overseas locations. In place of a delivery/installation date for equipment, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/ FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization must be included on the Government order for equipment.*

1.6 DELIVERY SCHEDULE:

1.6.1 TIME OF DELIVERY

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below or as negotiated between the Ordering Office and the Contractor.

Items or Groups of Items (SIN or Nomenclature)	Delivery Time (Days ARO)
132-51, 132-45B, 132-45C, and 132-45D	To be determined between contractor and ordering activity

1.6.2 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 orders(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.

1.7 DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

1.7.1 **PROMPT PAYMENT.** Prompt payment is 0 % - 30 days, from receipt of invoice or date of acceptance, whichever is later.

1.7.2 **QUANTITY.** None.

1.7.3 **DOLLAR VOLUME.** None.

1.7.4 **GOVERNMENT EDUCATIONAL INSTITUTIONS.** Government Educational Institutions are offered the same discounts as all other Government customers.

1.7.5 **OTHER.** None.

1.8 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

1.9 STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not available within the scope of this contract.

1.10 SMALL REQUIREMENTS:

The minimum dollar value of an order for delivery to one destination is \$3,000.00

1.11 MAXIMUM ORDER:

(All dollar amounts are exclusive of any discount for prompt payment)

The Maximum Order value for Special Item Number (SIN) 132-51, 132-45B, 132-45C, and 132-45D IT Professional Services, is \$500,000.

1.12 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.

FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

FAR 8.405-2 Ordering procedures for services requiring a statement of work.

1.13 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.

1.14 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.

1.15 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 Supply 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.

1.16 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003):

1.16.1 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.

1.16.2 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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regard to this contract.

1.16.3 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.

1.16.4 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.

1.16.5 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.

1.16.6 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.

1.16.7 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.

1.16.8 Data/Deliverable Requirements: Any required data/ deliverables at the ordering level will be as specified or negotiated in the agency's order.

1.16.9 Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

1.16.10 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.

1.16.11 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).

1.17 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).

1.18 GSA ADVANTAGE!:

The 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:

- Manufacturer;
- Manufacturer's Part Number; and
- 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/>.

1.19 PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, non-contract 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 at 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:

1.19.1 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));

1.19.2 The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

1.19.3 The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

1.19.4 All clauses applicable to items not on the Federal Supply Schedule are included in the order.

1.20 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- Time of delivery/installation quotations for individual orders.
- 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.
- Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

1.21 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.

1.22 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).

1.23 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.

1.24 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.

1.25 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:

<http://www.sesolutions.com>

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

1.26 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.

1.26.1 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

1.26.2 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.

1.27 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5):

1.27.1 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.

1.27.2 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:

- For such period as the laws of the State in which this contract is to be performed prescribe; or
- Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

1.27.3 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.

1.28 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>.

1.29 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)

2 IT PROFESSIONAL SERVICES TERMS AND CONDITIONS (SIN 132-51)

2.1 SCOPE:

2.1.1 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.

2.1.2 The Contractor shall provide services at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2.2 PERFORMANCE INCENTIVES (I-FFS-60, PERFORMANCE INCENTIVES) (APR 00):

2.2.1 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 in accordance with this clause.

2.2.2 The ordering activity must establish a maximum performance incentive price for these services and/ or total solutions on individual orders or Blanket Purchase Agreements.

2.2.3 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.

2.3 ORDER:

2.3.1 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.

2.3.2 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.

2.4 PERFORMANCE OF SERVICES:

2.4.1 The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

2.4.2 The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

2.4.3 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.

2.4.4 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.

2.5 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989):

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-

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

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-

- 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
- 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.

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.

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.

2.6 INSPECTION OF SERVICES:

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

2.7 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.

2.8 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.

2.9 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.

2.10 ORGANIZATIONAL CONFLICTS OF INTEREST:

2.10.1 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 activities by the Contractor and its affiliates, may either:
 - result in an unfair competitive advantage to the Contractor or its affiliates or
 - impair the Contractor's or its affiliates' objectivity in performing contract work.

2.10.2 *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.*

2.11 INVOICES:

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional Services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

2.12 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:

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

2.12.2 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:

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

2.13 RESUMES:

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

2.14 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.

2.15 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.

2.16 DESCRIPTION OF IT SERVICES AND PRICING:

A description of the types of Information Technology Professional Services offered under SIN 132-51 is set forth under the IT Service Descriptions, Section 3. Specific Labor Categories and Rates are set forth in the IT Professional Services Pricelist, Section 4.

3 IT PROFESSIONAL SERVICES DESCRIPTIONS (SIN 132-51)

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
Architect	I	Under the supervision of a more senior Architect, participates in the development of business, information, and strategy requirements for enterprise-wide or large- scale information process implementations, systems, databases, and/or networks. Participates in the development of architecture projects including technical architecture, business architecture, strategic planning, and business process design. Conducts analysis and response to congressional and OMB architecture inquiries under the supervision of a more senior Architect.	Bachelor's Degree	4
Architect	III	Participates in the development of business, information, and strategy requirements for enterprise-wide or large- scale information process implementations, systems, databases, and/or networks. Develops architecture projects including technical architecture, business architecture, strategic planning, and business process design. Conducts analysis and response to congressional and OMB architecture inquiries.	Bachelor's Degree	8
Architect	V	Establishes business, information, and strategy requirements for enterprise-wide or large-scale information process implementations, systems, databases, and/or networks. Leads the development of architecture projects including technical architecture, business architecture, strategic planning, and business process design. Leads the analysis and response to congressional and OMB architecture inquiries.	Bachelor's Degree	12
Systems Architect	I	Supports the implementation of technical advice and software engineering. Participates and supports projects and teams in the technical analysis of large complex mission critical systems in defining systems and software architecture within the customer's technical environment. Uses experience and knowledge in technology, COTS, software engineering tools and techniques to provide direct technology development.	Bachelor's Degree	4
Systems Architect	III	Provides technical input and advice in supporting the application of sound software engineering concepts and practices. Participates and supports projects and teams in the technical analysis of large complex mission critical systems in defining systems and software architecture within the customer's technical environment. Uses experience and knowledge in technology, COTS, software engineering tools and techniques to provide direct technology development.	Bachelor's Degree	7
Systems Architect	V	Serves as the computer scientist and expert responsible for providing technical leadership and direction in supporting the application of sound software engineering concepts and practices. Advises, participates, and supports projects and teams in the technical analysis of large complex mission critical systems in defining systems and software architecture within the customer's technical environment. Uses experience and knowledge in technology, COTS, software engineering tools and techniques to assist the customer in developing and implementing programs and projects.	Master's Degree	10
Data Architect	I	Assists in the systems functional and data requirements analysis, systems analysis and design, program design, and documentation preparation. Supports project implementation and performs systems analysis, design and programming using data integration and design tools and methods. Works in the client/server environment. Prepares written and oral communications.	Bachelor's Degree	5
Data Architect	III	Performs systems functional and data requirements analysis, systems analysis and design, program design, and documentation preparation. May manage project implementation and performs systems analysis, design, and programming using data integration and design tools and methods. Works in the client/server environment. Utilizes	Bachelor's Degree	7

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
		managerial and supervisory skills. Prepares written and oral communications, including giving formal presentations to different audiences.		
Software Engineer	III	Analyzes and studies complex system requirements. Designs software tools and applications and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, and other design techniques. Interprets software requirements and design specifications and integrates and tests software components.	Bachelor's Degree	7
Database Programmer/ Analyst	III	Under general direction, designs, implements, administers and maintains moderately complex databases with respect to the operating system, access methods, access time, device allocation, validation checks, organization, and statistical methods. Maintains database dictionaries and integrates systems through database design.	Bachelor's Degree	10
Design Systems Engineer	I	Assists in the development and application of advanced methods, theories, and research techniques in the investigation and solution of complex system design requirements and problems requiring expert application and advanced knowledge. Assists in the technical direction of projects or phases of projects. Assists in the review, completion, and implementation of systems additions and/or enhancements, and recommends corrections in technical application and analysis to management.	Bachelor's Degree	5
Design Systems Engineer	III	Develops and applies advanced methods, theories, and research techniques in the investigation and solution of complex system design requirements and problems requiring expert application and advanced knowledge. Plans, conducts, and technically directs projects or phases of projects. Reviews completion and implementation of systems additions and/or enhancements and recommends corrections in technical application and analysis to management. Provides technical consultation to other organizations.	Bachelor's Degree	7
Design Systems Engineer	V	Develops and applies advanced methods, theories, and research techniques in the investigation and solution of extremely complex and difficult system design requirements and problems requiring expert application and advanced knowledge. Plans, conducts, and technically directs projects or major phases of significant projects. Manages the efforts of engineers and technical support staff in the performance of assigned projects. Reviews completion and implementation of systems additions and/or enhancements and recommends corrections in technical application and analysis to management. Provides technical consultation to other organizations.	Bachelor's Degree	10
Design Network Engineer	I	Applies advanced state-of-the-art networking concepts. Designs or develops testing that requires application of advanced theory. Designs, evaluates, implements, and maintains local-, wide-, and metropolitan area networks to operate across all customer platforms. Selects operating systems and protocol suites, and configures media with concentrators, bridges, and other devices. Resolves interoperability problems to obtain operations across all platforms, including e-mail, file transfers, multi-media, teleconferencing, etc. Supports acquisition of hardware and software, and subcontractor services.	Bachelor's Degree	3
Design Network Engineer	III	Applies advanced, state-of-the-art networking concepts. Designs or develops testing that requires application of advanced theory. Designs, evaluates, implements, and maintains local-, wide-, and metropolitan area networks to operate across all customer platforms. Selects operating systems and protocol suites, and configures media with concentrators, bridges, and other devices. Resolves	Bachelor's Degree	8

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
		interoperability problems to obtain operations across all platforms, including e-mail, file transfers, multi-media, teleconferencing, etc. Supports acquisition of hardware and software, and subcontractor services. May provide task direction to team members.		
Design Network Engineer	V	Leads advanced, state-of-the-art networking concepts and the design and development testing that requires application of advanced theory. Designs, evaluates, implements, and maintains local-, wide-, and metropolitan area networks to operate across all customer platforms. Selects operating systems and protocol suites, and configures media with concentrators, bridges, and other devices. Resolves interoperability problems to obtain operations across all platforms, including e-mail, file transfers, multi-media, teleconferencing, etc. Supports acquisition of hardware and software, and subcontractor services. May provide task direction to team members and be the customer interface for network engineering issues.	Bachelor's Degree	10
Information Systems Engineer	III	Evaluates analytically and systematically the problems of workflows, organization and planning, then develops appropriate corrective action. Applies business process improvement practices to reengineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods for performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with the configuration information management guiding principles, cost savings and open architecture objectives.	Bachelor's Degree in IT	10
O&M Network Engineer	I	Ensures the stability and integrity of in-house voice, data, video, and wireless network services. Assists in deploying, maintaining and supporting local area networks (LANs) and wide area networks (WANs) across the organization. Assists with the installation, monitoring, maintenance, support, and optimization of all network hardware, software, and communication links. May assist more senior O&M Network Engineers Tier 3 support to analyze and resolve network hardware and software problems in a timely and accurate fashion, and provide end user training where required.	High School Diploma	3
O&M Network Engineer	V	Ensures the stability and integrity of in-house voice, data, video, and wireless network services. Manages the deployment, maintenance and support of local area networks (LANs) and wide area networks (WANs) across the organization. Leads the installation, monitoring, maintenance, support, and optimization of all network hardware, software, and communication links. Provide Tier 3 support to analyze and resolve network hardware and software problems in a timely and accurate fashion, and provide end user training where required. May supervise staff of more junior O&M Network Engineers.	Bachelor's Degree	8
Systems Administrator	III	Performs a variety of activities in one or more of the following and/or related areas: personal computer applications training, data control and scheduling coordination, systems administration, data security administration, and associated fields. Provides support for implementation, troubleshooting, and maintenance of IT systems. Manages IT system infrastructure and processes related to the systems. Provides support to IT systems, including day-to-day operations, monitoring and problem resolution for clients.	Bachelor's Degree	5

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
Network Administrator	V	Responsible for managing a variety of network and systems management functions related to the operation, performance and availability of data and information systems. Knowledgeable of LAN/WAN network infrastructure, server hardware and software platforms, and related support tools for heterogeneous environments. Develops systems, tools, and processes to improve infrastructure performance and operational efficiency. Manage and administer network services such as e-mail, file servers, and VPN services. Provide information systems support including desktop PC and software issue resolution. Provides task direction to team members.	Bachelor's Degree	10
User/Technical Support Manager	V	Has overall responsibility for help desk staff and the activities associated with the identification, prioritization, and resolution of reported problems. Ensures that all phases of help desk support are properly coordinated, monitored, logged, tracked and resolved appropriately. May maintain responsibility for development, maintenance and integrity of help desk software. Assigns personnel to various operations and directs their activities; reviews and evaluates their work and prepares performance reports.	Bachelor's Degree	7
Security Analyst	I	Adept in the use of various security analysis and vulnerability assessment tools and is familiar with many network and operating systems and protocols. Has analytical skills and hands-on experience using security processes and tools.	Bachelor's Degree	3
Security Analyst	III	Fully adept in the use of various security and vulnerability assessment tools and analytical skills and hands-on experience using security processes, tools and techniques in a large, complex, high-availability network/systems environment. Has the ability to communicate effectively in a verbal and written manner with senior company officers as well as clients and project managers.	Bachelor's Degree	6
Security Analyst	V	A recognized expert in IT Security, is fully adept in the use of various security analysis and vulnerability assessment tools and analytical skills and hands-on experience using security processes, tools and techniques in a large, complex, high-availability network/systems environment. Works directly with senior manager/executive clients.	Bachelor's Degree	10
Information Security Management Specialist	I	Under the direction of a more senior security personnel, performs a variety of comprehensive computing, data communication, information security and/or telecommunications functions, with expertise in various diverse operating environments, applications and equipment. Applies a comprehensive and in- depth knowledge of technical concepts, practices and procedures.	Bachelor's Degree	3
Information Security Management Specialist	III	Performs a variety of comprehensive computing, data communication, information security and/or telecommunications functions, with expertise in various diverse operating environments, applications and equipment. Applies comprehensive and in-depth knowledge of technical concepts, practices and procedures. Works independently but may provide guidance to and assist training less experienced security staff.	Bachelor's Degree	6
Information Security Management Specialist	V	Leads a variety of comprehensive computing, data communication, information security and/or telecommunications functions, with expertise in various diverse operating environments, applications and equipment. Applies a comprehensive and in- depth knowledge of technical concepts, practices and procedures. Works independently but may provide guidance to and assist training less experienced security staff.	Bachelor's Degree	10
Information Security Engineer	I	Possesses knowledge and working experience in Certification and Accreditations of IT systems and network infrastructures. Has thorough knowledge of standard methodologies used in	Bachelor's Degree	6

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
		Certification and Accreditation (C&A) processes; extensive experience following NIST or FISMA guidelines in Risk Assessment and Management; conducting Vulnerability Analysis; developing Mitigation Plans; and performing security testing. Typically reports to the senior or principal Information Security Engineer.		
Information Security Engineer	III	Possesses knowledge and working experience in Certification and Accreditations of IT systems and network infrastructures. Possesses thorough knowledge of standard methodologies used in Certification and Accreditation (C&A) processes; extensive experience following NIST or FISMA guidelines in Risk Assessment and Management; conducting Vulnerability Analysis; developing Mitigation Plans; and performing security testing. Works directly with senior manager/executive clients and typically reports to a principal Information Security Engineer.	Bachelor's Degree	8
Program Control Analyst	III	Participates in the performance of life cycle configuration management (CM) of information systems. Includes, but is not limited to, CM plan/requirements development and review, configuration audit planning and conduct, CM process analysis and development, and change proposal development and review. Also demonstrated ability/ understanding of life cycle concepts and process audits, IT program planning and development, and automated CM support tool.	Bachelor's Degree	5
Program Control Analyst	V	Leads the performance of life cycle configuration management (CM) of information systems. Includes, but is not limited to, CM plan/requirements development and review, configuration audit planning and conduct, CM process analysis and development, and change proposal development and review. Expertise in life cycle concepts and process audits, IT program planning and development, and automated CM support tool.	Bachelor's Degree	8
Subject Matter Expert	III	Expert in either functional domains (e.g., finance, personnel, acquisition, etc.) or technical disciplines (e.g., computer security, network engineering, etc.). Serves as the primary technical interface and point of contact with Government program authorities and representatives on technical issues. Establishes system information requirements in the development of enterprise wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces.	Bachelor's Degree in IT plus 2 years of practical experience	10
Subject Matter Expert	V	Expert in either functional domains (e.g., finance, personnel, acquisition, etc.) or technical disciplines (e.g., computer security, network engineering, etc.). Serves as the primary technical interface and point of contact with Government program authorities and representatives on technical issues. Establishes system information requirements in the development of enterprise wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces.	Master's Degree	12
Program Manager	II	Manages moderately complex programs/projects and provides team leadership and creativity in the development and implementation of service engagements. Directs programs and projects or sub-projects, including project financials and manages and leads work teams. Sets objectives and priorities for the project staff, assigns and reviews tasks, performance, and identifies staffing requirements.	Bachelor's Degree	8
Program Manager	V	Independently manages complex and/or high-risk programs/projects and provides team leadership and creativity in the development and implementation of service engagements. Directs multiple and complex projects or sub-	Bachelor's Degree	12

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
		projects, including project financials and manages and leads large work teams (i.e., more than 5 consultants and managers). Sets objectives and priorities for the project staff, assigns and reviews tasks, performance, and identifies staffing requirements. May provide the company's most senior interface between client and company resources.		
Project Manager	I	Manages programs/projects of low risk and complexity, or a portion of a larger program/project. Defines, generates, and reviews program/project requirements documentation. Performs technical studies to refine program/project requirements. Monitors program/project to ensure work scope, schedule, and budget are will defined and maintained. Total value of programs/projects is generally less than \$1 million (life of contracts).	Bachelor's Degree	3
Project Manager	III	Manages programs/projects of low risk and complexity, or a portion of a larger program/project. Defines, generates, and reviews program/project requirements documentation. Performs technical studies to refine program/project requirements. Monitors program/project to ensure work scope, schedule, and budget are will defined and maintained. Total value of programs/projects is generally less than \$2 million (life of contracts).	Bachelor's Degree	7
Project Manager	VII	Manages and leads relatively complex or high-risk programs/projects or a portion of a larger program/ project. Defines, generates, and reviews program/ project requirements documentation. Performs technical studies to refine program/project requirements. Monitors program/project to ensure work scope, schedule, and budget are will defined and maintained. Total value of programs/projects is generally less than \$10 million (life of contracts). May provide the company's most senior interface between client and company resources.	Master's Degree	10
Task Manager	I	Entry level management position responsible for overseeing small task efforts or portions of a larger, complex task. May report as deputy to a more senior Task Manager and direct aspects of task management assigned through delegation. Monitors task to ensure work scope and schedule are well defined and maintained but generally does not have direct responsibility for managing budget.	Bachelor's Degree	3
Task Manager	III	Performs as task lead for portion of a larger project or contract. Manages tasks of low risk and complexity that generally have multiple resources of similar skills sets assigned. Defines and generates task schedule. Responsible for assigning and managing task resources. Defines, generates, and reviews task documentation. Monitors task to ensure work scope, schedule, and budget are well defined and maintained. Manages task deliverables.	Bachelor's Degree	5

Qualification Equivalency –

For equivalency, one year of experience equals one year of education.

4 IT PROFESSIONAL SERVICES PRICING (SIN 132-51)

LABOR CATEGORY	GSA PRICEORDERING ACTIVITY AND CONTRACTOR SITE
Architect I	\$97.09
Architect III	\$132.42
Architect V	\$141.30
Systems Architect I	\$80.10
Systems Architect III	\$121.40
Systems Architect V	\$162.06
Data Architect I	\$117.75
Data Architect III	\$127.96
Software Engineer III	\$112.19
Database Programmer/Analyst III	\$104.82
Design Systems Engineer I	\$122.45
Design Systems Engineer III	\$132.11
Design Systems Engineer V	\$105.49
Design Network Engineer I	\$104.31
Design Network Engineer III	\$126.04
Design Network Engineer V	\$138.82
Information Systems Engineer III	\$88.00
O&M Network Engineer I	\$68.41
O&M Network Engineer V	\$99.51
Systems Administrator III	\$76.33
Network Administrator V	\$95.62
User/Technical Support Manager V	\$113.01
Security Analyst I	\$67.77
Security Analyst III	\$82.53
Security Analyst V	\$108.45
Information Security Management Specialist I	\$83.97
Information Security Management Specialist III	\$116.30
Information Security Management Specialist V	\$136.55
Information Security Engineer I	\$103.67
Information Security Engineer III	\$132.97
Program Control Analyst III	\$104.31
Program Control Analyst V	\$151.59
Subject Matter Expert III	\$112.28
Subject Matter Expert V	\$210.11
Program Manager II	\$151.72
Program Manager V	\$176.10
Project Manager I	\$139.09
Project Manager III	\$163.20
Project Manager VII	\$142.42
Task Manager I	\$107.50
Task Manager III	\$116.28

5 HIGHLY ADAPTIVE CYBERSECURITY SERVICES TERMS AND CONDITIONS (SINs 132-45B, 132-45C, 132-45D)

Vendor suitability for offering services through the Highly Adaptive Cybersecurity Services (HACS) SINs must be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:

- Federal Acquisition Regulation (FAR) Part 52.204-21
- OMB Memorandum M-06-19 - Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments
- OMB Memorandum M-07-16 - Safeguarding Against and Responding to the Breach of Personally Identifiable Information
- OMB Memorandum M-16-03 - Fiscal Year 2015-2016 Guidance on Federal Information Security and Privacy Management Requirements
- OMB Memorandum M-16-04 - Cybersecurity Implementation Plan (CSIP) for Federal Civilian Government
- The Cybersecurity National Action Plan (CNAP)
- NIST SP 800-14 - Generally Accepted Principles and Practices for Securing Information Technology Systems
- NIST SP 800-27A - Engineering Principles for Information Technology Security (A Baseline for Achieving Security)
- NIST SP 800-30 - Guide for Conducting Risk Assessments
- NIST SP 800-35 - Guide to Information Technology Security Services
- NIST SP 800-37 - Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach
- NIST SP 800-39 - Managing Information Security Risk: Organization, Mission, and Information System View
- NIST SP 800-44 - Guidelines on Securing Public Web Servers
- NIST SP 800-48 - Guide to Securing Legacy IEEE 802.11 Wireless Networks
- NIST SP 800-53 - Security and Privacy Controls for Federal Information Systems and Organizations
- NIST SP 800-61 - Computer Security Incident Handling Guide
- NIST SP 800-64 - Security Considerations in the System Development Life Cycle
- NIST SP 800-82 - Guide to Industrial Control Systems (ICS) Security
- NIST SP 800-86 - Guide to Integrating Forensic Techniques into Incident Response
- NIST SP 800-115 - Technical Guide to Information Security Testing and Assessment
- NIST SP 800-128 - Guide for Security-Focused Configuration Management of Information Systems
- NIST SP 800-137 - Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations
- NIST SP 800-153 - Guidelines for Securing Wireless Local Area Networks (WLANs)

- NIST SP 800-171 - Protecting Controlled Unclassified Information in non-federal Information Systems and Organizations

5.1 SCOPE

- 5.1.1 *The labor categories, prices, terms and conditions stated under Special Item Numbers 132- 45B, 132-45C and 132-45D High Adaptive Cybersecurity Services apply exclusively to High Adaptive Cybersecurity Services within the scope of this Information Technology Schedule.*
- 5.1.2 *Services under these SINs are limited to Highly Adaptive Cybersecurity Services only. Software and hardware products are under different Special Item Numbers on IT Schedule 70 (e.g. 132-32, 132-33, 132-8), and may be quoted along with services to provide a total solution.*
- 5.1.3 *These SINs provide ordering activities with access to Highly Adaptive Cybersecurity services only.*
- 5.1.4 *Highly Adaptive Cybersecurity Services provided under these SINs shall comply with all Cybersecurity certifications and industry standards as applicable pertaining to the type of services as specified by ordering agency.*
- 5.1.5 *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.*

5.2 ORDER

- 5.2.1 *Agencies may use written orders, Electronic Data Interchange (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.*
- 5.2.2 *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.*

5.3 PERFORMANCE OF SERVICES

- 5.3.1 *The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.*
- 5.3.2 *The Contractor agrees to render services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.*
- 5.3.3 *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.*

5.3.4 Any Contractor travel required in the performance of Highly Adaptive Cybersecurity 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. All travel will be agreed upon with the client prior to the Contractor's travel.

5.4 INSPECTION OF SERVICES

Inspection of services is in accordance with 552.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II - JUL 2009) (FAR DEVIATION - JUL 2015) (TAILORED) for Firm-Fixed Price and Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

5.5 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 (MAY 2014) Rights in Data - General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

5.6 RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to the ordering activity's security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Highly Adaptive Cybersecurity Services.

5.7 INDEPENDENT CONTRACTOR

All Highly Adaptive Cybersecurity 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.

5.8 ORGANIZATIONAL CONFLICTS OF INTEREST

5.8.1 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:

- Result in an unfair competitive advantage to the Contractor or its affiliates, or
- Impair the Contractor's or its affiliates' objectivity in performing contract work.

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.

5.9 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for Highly Adaptive Cybersecurity 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.

5.10 RESUMES

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

5.11 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.

5.12 DESCRIPTION OF HIGHLY ADAPTIVE CYBERSECURITY SERVICES AND PRICING

A description of each type of Highly Adaptive Cybersecurity Service offered under Special Item Numbers 132-45B, 132-45C and 132-45D for Highly Adaptive Cybersecurity Services is set forth under Highly Adaptive Cybersecurity Services Descriptions, Section 6. Specific Labor Categories and Rates are set forth in the Highly Adaptive Cybersecurity Services Pricelist, Section 7.

6 HIGHLY ADAPTIVE CYBERSECURITY SERVICES DESCRIPTIONS (SINs 132-45B, 132-45C, 132-45D)

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
Systems Architect	I	Supports the implementation of technical advice and software engineering for cybersecurity requirements. Participates and supports projects and teams in the technical analysis of large complex mission critical systems in defining system security and software architecture within the customer's technical environment. Uses experience and knowledge in cybersecurity technology, COTS, software engineering tools and techniques to provide direct technology development.	Bachelor's Degree	4
Systems Architect	III	Provides technical input and advice in supporting the application of sound software engineering concepts and practices for cybersecurity requirements. Participates and supports projects and teams in the technical analysis of large complex mission critical systems in defining system security and software architecture within the customer's technical environment. Uses experience and knowledge in cybersecurity technology, COTS, software engineering tools and techniques to provide direct technology development.	Bachelor's Degree	7
Systems Architect	V	Serves as the computer scientist and cybersecurity expert responsible for providing technical leadership and direction in supporting the application of sound software engineering concepts and practices. Advises, participates, and supports projects and teams in the technical analysis of large complex mission critical systems in defining system security and software architecture within the customer's technical environment. Uses experience and knowledge in cybersecurity technology, COTS, software engineering tools and techniques to assist the customer in developing and implementing programs and projects.	Master's Degree	10
Design Systems Engineer	I	Assists in the development and application of advanced cybersecurity methods, theories, and research techniques in the investigation and solution of complex system design requirements and problems requiring expert application and advanced cybersecurity knowledge. Assists in the technical direction of cybersecurity projects or phases of projects. Assists in the review, completion, and implementation of system cybersecurity additions and/or enhancements and recommends corrections in technical application and analysis to management.	Bachelor's Degree	5
Design Systems Engineer	III	Develops and applies advanced cybersecurity methods, theories, and research techniques in the investigation and solution of complex system design requirements and problems requiring expert application and advanced cybersecurity knowledge. Plans, conducts, and technically directs projects or phases of projects. Reviews completion and implementation of system security additions and/or enhancements and recommends corrections in technical application and analysis to management. Provides technical cybersecurity consultation to other organizations.	Bachelor's Degree	7
Design Systems Engineer	V	Develops and applies advanced cybersecurity methods, theories, and research techniques in the investigation and solution of extremely complex and difficult system design requirements and problems requiring expert application and advanced cybersecurity knowledge. Plans, conducts, and technically directs projects or major phases of significant projects. Manages the efforts of engineers and technical support staff in the performance of assigned projects. Reviews completion and implementation of system security additions and/or enhancements and recommends corrections in technical application and analysis to management. Provides technical cybersecurity consultation to other organizations.	Bachelor's Degree	10

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
Design Network Engineer	I	Applies advanced state-of-the-art cybersecurity networking concepts. Designs or develops testing that requires application of advanced theory. Designs, evaluates, implements, and maintains local-, wide-, and metropolitan area networks to operate across all customer platforms. Selects operating systems and protocol suites, and configures media with concentrators, bridges, and other devices. Resolves interoperability problems to obtain operations across all platforms, including e-mail, file transfers, multi-media, teleconferencing, etc. Supports acquisition of hardware and software, and subcontractor services.	Bachelor's Degree	3
Design Network Engineer	III	Applies advanced, state-of-the-art secure networking. Designs or develops testing that requires application of advanced theory. Designs, evaluates, implements, and maintains local-, wide-, and metropolitan area networks to operate across all customer platforms. Selects operating systems and protocol suites, and configures media with concentrators, bridges, and other devices. Resolves interoperability problems to obtain operations across all platforms, including e-mail, file transfers, multi-media, teleconferencing, etc. Supports acquisition of hardware and software, and subcontractor services. May provide task direction to team members.	Bachelor's Degree	8
Design Network Engineer	V	Leads advanced, state-of-the-art secure networking and the design and development testing that requires application of advanced theory. Designs, evaluates, implements, and maintains local-, wide-, and metropolitan area networks to operate across all customer platforms. Selects operating systems and protocol suites, and configures media with concentrators, bridges, and other devices. Resolves interoperability problems to obtain operations across all platforms, including e-mail, file transfers, multi-media, teleconferencing, etc. Supports acquisition of hardware and software, and subcontractor services. May provide task direction to team members and be the customer interface for network engineering issues.	Bachelor's Degree	10
Information Systems Engineer	III	In support of cybersecurity projects, evaluates analytically and systematically the problems of workflows, organization and planning, then develops appropriate corrective action. Applies business process improvement practices to reengineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods for performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with the configuration information management guiding principles, cost savings and open architecture objectives.	Bachelor's Degree in IT	10
O&M Network Engineer	I	In support of cybersecurity projects, ensures the stability and integrity of in-house voice, data, video, and wireless network services. Assists in deploying, maintaining, securing, and supporting local area networks (LANs) and wide area networks (WANs) across the organization. Assists with the installation, monitoring, maintenance, support, and optimization of all network hardware, software, and communication links. May assist more senior O&M Network Engineers Tier 3 support to analyze and resolve network hardware and software problems in a timely and accurate fashion and provide end user training where required.	High School Diploma	3
O&M Network Engineer	V	In support of cybersecurity projects, ensures the stability and integrity of in-house voice, data, video, and wireless network	Bachelor's Degree	8

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
		services. Manages the deployment, maintenance and support of local area networks (LANs) and wide area networks (WANs) across the organization. Leads the installation, monitoring, maintenance, support, and optimization of all network hardware, software, and communication links. Provide Tier 3 support to analyze and resolve network hardware and software problems in a timely and accurate fashion and provide end user training where required. May supervise staff of more junior O&M Network Engineers.		
Systems Administrator	III	In support of cybersecurity projects, performs a variety of activities in one or more of the following and/or related areas: personal computer applications training, data control and scheduling coordination, systems administration, data security administration, and associated fields. Provides support for implementation, securing, troubleshooting, and maintenance of IT systems. Manages IT system infrastructure and processes related to the systems. Provides support to IT systems, including day-to-day operations, monitoring and problem resolution for clients.	Bachelor's Degree	5
Network Administrator	V	Responsible for managing a variety of cybersecurity network and system management functions related to the operation, performance and availability of data and information systems. Knowledgeable of LAN/WAN network infrastructure, server hardware and software platforms, and related support tools for heterogeneous environments. Develops systems, tools, and processes to improve infrastructure security, performance and operational efficiency. Manage and administer network services such as e-mail, file servers, and VPN services. Provide information systems support including desktop PC and software issue resolution. Provides task direction to team members.	Bachelor's Degree	10
Security Analyst	I	Adept in the use of various security analysis and vulnerability assessment tools and is familiar with many network and operating systems and protocols. Has analytical skills and hands-on experience using security processes and tools.	Bachelor's Degree	3
Security Analyst	III	Fully adept in the use of various security and vulnerability assessment tools and analytical skills and hands-on experience using security processes, tools and techniques in a large, complex, high-availability network/systems environment. Has the ability to communicate effectively in a verbal and written manner with senior company officers as well as clients and project managers.	Bachelor's Degree	6
Security Analyst	V	A recognized expert in IT Security, is fully adept in the use of various cybersecurity analysis and vulnerability assessment tools and analytical skills and hands-on experience using security processes, tools and techniques in a large, complex, high-availability network/systems environment. Works directly with senior manager/executive clients.	Bachelor's Degree	10
Information Security Management Specialist	I	Under the direction of a more senior cybersecurity personnel, performs a variety of comprehensive computing, data communication, information security and/or telecommunications functions, with expertise in various diverse operating environments, applications and equipment. Applies a comprehensive and in-depth knowledge of technical concepts, practices and procedures.	Bachelor's Degree	3
Information Security Management Specialist	III	Performs a variety of comprehensive computing, data communication, information security and/or telecommunications functions, with expertise in various diverse operating environments, applications and equipment. Applies comprehensive and in-depth knowledge of technical concepts, practices and procedures. Works independently but may provide guidance to and assist training less experienced security staff.	Bachelor's Degree	6

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
Information Security Management Specialist	V	Leads a variety of comprehensive computing, data communication, information security and/or telecommunications functions, with expertise in various diverse operating environments, applications and equipment. Applies a comprehensive and in-depth knowledge of technical concepts, practices and procedures. Works independently, but may provide guidance to and assist training less experienced security staff.	Bachelor's Degree	10
Information Security Engineer	I	Possesses knowledge and working experience in Certification and Accreditations of IT systems and network infrastructures. Has thorough knowledge of standard methodologies used in Certification and Accreditation (C&A) processes; extensive experience following FISMA guidelines in Risk Assessment and Management; conducting Vulnerability Analysis; developing Mitigation Plans; and performing security testing. Typically reports to the senior or principal Information Security Engineer.	Bachelor's Degree	6
Information Security Engineer	III	Possesses knowledge and working experience in Certification and Accreditations of IT systems and network infrastructures. Possesses thorough knowledge of standard methodologies used in Certification and Accreditation (C&A) processes; extensive experience following FISMA guidelines in Risk Assessment and Management; conducting Vulnerability Analysis; developing Mitigation Plans; and performing security testing. Works directly with senior manager/executive clients and typically reports to a principal Information Security Engineer.	Bachelor's Degree	8
Subject Matter Expert	III	Expert in cybersecurity disciplines (e.g., cloud security, security engineering, continuous monitoring, security operations and incident response, etc.). Serves as the primary technical interface and point of contact with Government program authorities and representatives on technical cybersecurity issues. Provides expert level consultation and leadership in: cloud security, cloud architectures, networking, and engineering; cyber operations, security vulnerability assessment, and incident response; and, risk management and risk management frameworks.	Bachelor's Degree in IT	10
Subject Matter Expert	V	Expert in cybersecurity disciplines (e.g., cloud security, security engineering, continuous monitoring, security operations and incident response, etc.). Serves as the primary technical interface and point of contact with Government program authorities and representatives on technical cybersecurity issues. Provides expert level consultation and leadership in: cloud security, cloud architectures, networking, and engineering; cyber operations, security vulnerability assessment, and incident response; and, risk management and risk management frameworks.	Master's Degree	12
Program Manager	II	Manages moderately complex cybersecurity programs/projects and provides team leadership and creativity in the development and implementation of service engagements. Directs programs and projects or sub-projects, including project financials and manages and leads work teams. Sets objectives and priorities for the project staff, assigns and reviews tasks, performance, and identifies staffing requirements.	Bachelor's Degree	8
Program Manager	V	Independently manages complex and/or high-risk cybersecurity programs/projects and provides team leadership and creativity in the development and implementation of service engagements. Directs multiple and complex projects or sub-projects, including project financials and manages and leads large work teams (i.e., more than 5 cybersecurity consultants and managers). Sets objectives and priorities for the project staff, assigns and reviews tasks, performance, and identifies	Bachelor's Degree	12

LABOR CATEGORY	LEVEL	DESCRIPTION	MINIMUM EDUCATION	MINIMUM YEARS OF EXPERIENCE
		staffing requirements. May provide the company's most senior interface between client and company resources.		
Project Manager	I	Manages cybersecurity programs/projects of low risk and complexity, or a portion of a larger program/project. Defines, generates, and reviews cybersecurity program/project requirements documentation. Performs technical studies to refine program/project requirements. Monitors program/project to ensure work scope, schedule, and budget are will defined and maintained. Total value of programs/projects is generally less than \$1 million (life of contracts).	Bachelor's Degree	3
Project Manager	III	Manages cybersecurity programs/projects of low risk and complexity, or a portion of a larger program/project. Defines, generates, and reviews cybersecurity program/project requirements documentation. Performs technical studies to refine program/project requirements. Monitors program/project to ensure work scope, schedule, and budget are will defined and maintained. Total value of programs/projects is generally less than \$2 million (life of contracts).	Bachelor's Degree	7
Project Manager	VII	Manages and leads relatively complex or high risk cybersecurity programs/projects or a portion of a larger program/project. Defines, generates, and reviews cybersecurity program/project requirements documentation. Performs technical studies to refine program/project requirements. Monitors program/project to ensure work scope, schedule, and budget are will defined and maintained. Total value of programs/projects is generally less than \$10 million (life of contracts). May provide the company's most senior interface between client and company resources.	Master's Degree	10
Task Manager	I	Entry level management position responsible for overseeing small task efforts or portions of a larger, complex cybersecurity tasks. May report as deputy to a more senior Task Manager and direct aspects of cybersecurity task management assigned through delegation. Monitors task to ensure work scope and schedule are well defined and maintained but generally does not have direct responsibility for managing budget.	Bachelor's Degree	3
Task Manager	III	Performs as task lead for portion of a larger cybersecurity projects or contracts. Manages tasks of low risk and complexity that generally have multiple resources of similar skills sets assigned. Defines and generates task schedule. Responsible for assigning and managing task resources. Defines, generates, and reviews task documentation. Monitors task to ensure work scope, schedule, and budget are well defined and maintained. Manages task deliverables.	Bachelor's Degree	5

Qualification Equivalency –

For equivalency, one year of experience equals one year of education.

7 HIGHLY ADAPTIVE CYBERSECURITY SERVICES PRICING (SINs 132-45B, 132-45C, 132-45D)

LABOR CATEGORY	GSA PRICEORDERING ACTIVITY AND CONTRACTOR SITE
Systems Architect I	\$80.10
Systems Architect III	\$121.40
Systems Architect V	\$162.06
Design Systems Engineer I	\$122.45
Design Systems Engineer III	\$132.11
Design Systems Engineer V	\$105.49
Design Network Engineer I	\$104.31
Design Network Engineer III	\$126.04
Design Network Engineer V	\$138.82
Information Systems Engineer III	\$88.00
O&M Network Engineer I	\$68.41
O&M Network Engineer V	\$99.51
Systems Administrator III	\$76.33
Network Administrator V	\$95.62
Security Analyst I	\$67.77
Security Analyst III	\$82.53
Security Analyst V	\$108.45
Information Security Management Specialist I	\$83.97
Information Security Management Specialist III	\$116.30
Information Security Management Specialist V	\$136.55
Information Security Engineer I	\$103.67
Information Security Engineer III	\$132.97
Subject Matter Expert III	\$112.28
Subject Matter Expert V	\$210.11
Program Manager II	\$151.72
Program Manager V	\$176.10
Project Manager I	\$139.09
Project Manager III	\$163.20
Project Manager VII	\$142.42
Task Manager I	\$107.50
Task Manager III	\$116.28

8 ORDER-LEVEL MATERIALS (SIN 70-500)

Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA). OLMs are not defined, priced, or awarded at the FSS contract level. They are unknown before a task or delivery order is placed against the FSS contract or FSS BPA. OLMs are only authorized for inclusion at the order level under a Time and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract, other direct costs (separate from those under ODC SINs), and indirect costs. OLMs are purchased under the authority of the FSS Program and are not “open market items.”

Items awarded under ancillary supplies/services or other direct cost (ODC) SINs are not OLMs. These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINs are for use under all order type CLINs (Fixed-Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs.

The OLM SIN is only authorized for use in direct support of another awarded SIN. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-82 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the OLM SIN must be inclusive of the Industrial Funding Fee (IFF). The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

The Maximum Order Threshold for the OLM SINs is \$100,000.

- a) See clauses 552.212-4 Contract Terms and Conditions - Commercial Items (JAN 2017) (Deviation - FEB 2018) (Alternate I - JAN 2017) (Deviation - FEB 2007) and 552.238-82 Special Ordering Procedures for the Acquisition of Order-Level Materials (JAN 2018) for additional information on inclusion of OLMs in task and delivery orders placed against an FSS contract or BPA.
- b) OLMs are only authorized for inclusion at the order level under a T&M or LH CLIN and are subject to an NTE ceiling price.
- c) The OLM SIN contains no items or pricing, since by definition OLMs are unknown at the time of FSS contract award. The ordering activity contracting officer is responsible for defining OLMs and determining proposed OLM pricing fair and reasonable for a particular order.
- d) OLMs are purchased under the authority of the FSS Program and are not “open market items.”
- e) Items awarded under ancillary supplies/services and other direct cost (ODC) SINs are not OLMs. These SINs are reserved for items that can be defined and priced up-front at the FSS contract level.
- f) The OLM SIN cannot be the only SIN awarded on a contract. The OLM SIN is only authorized for use in direct support of another awarded SIN.

- g) The OLM SIN is exempt from Commercial Sales Practices disclosure requirements.
- h) The OLM SIN is exempt from the following clauses:
 - 552.216-70 Economic Price Adjustment - FSS Multiple Award Schedule Contracts
 - I-FSS-969 Economic Price Adjustment - FSS Multiple Award Schedule
 - 552.238-71 Submission and Distribution of Authorized FSS Schedule Pricelists, 552.238-75 Price Reductions
- i) Terms and conditions that otherwise apply to the FSS contract also apply to the OLM SIN. Examples include but are not limited to:
 - Trade Agreements Act (TAA)
 - Sales reporting and IFF remittance
 - Environmental Attributes clauses
 - AbilityOne Program Essentially the Same (ETS) compliance
- j) The OLM SIN is subject to any transactional data reporting (TDR) requirements in effect under the FSS contract.

9 USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

9.1 PREAMBLE:

SE Solutions provides commercial products and services to the Federal Government. 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.

9.2 COMMITMENT:

- 9.2.1 *To actively seek and partner with small businesses.*
- 9.2.2 *To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.*
- 9.2.3 *To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.*
- 9.2.4 *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.*
- 9.2.5 *To insure procurement opportunities are designed to permit the maximum possible participation of*
- 9.2.6 *small, small disadvantaged, and women-owned small businesses.*
- 9.2.7 *To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.*
- 9.2.8 *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 Federal Government contracts. To accelerate potential opportunities please contact the Contractor.

Contact: Carolyn Muir
Telephone: (571) 481-4474
Email: Carolyn.Muir@sesolutions.com

10 SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE (Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:

Agency Date

Contractor Date:

BPA NUMBER: _____

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s), Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

10.1.1 *The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:*

MODEL/PART NUMBER*SPECIAL BPA DISCOUNT/PRICE

10.1.2 *Delivery:*

DESTINATION	DELIVERY SCHEDULE/DATES
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10.1.3 *The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be.*

10.1.4 *This BPA does not obligate any funds.*

10.1.5 *This BPA expires on/or at the end of the contract period, whichever is earlier.*

10.1.6 *The following office(s) is hereby authorized to place orders under this BPA:*

OFFICE	POINT OF CONTACT
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10.1.7 *Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.*

10.1.8 *Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:*

- Name of Contractor;
- Contract Number;
- BPA Number;
- Model Number or National Stock Number (NSN);
- Purchase Order Number;
- Date of Purchase;
- Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- Date of Shipment.

10.1.9 *The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.*

10.1.10 *The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.*

11 BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

The customer identifies their requirements.

- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

SE Solutions[®]
strategic solutions for the enterprise

