

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SIN 132-51, 132-51STLOC, 132-51RC - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

| | |
|----------------|---|
| FPDS Code D302 | IT Systems Development Services |
| FPDS Code D306 | IT Systems Analysis Services |
| FPDS Code D307 | Automated Information Systems Design and Integration Services |
| FPDS Code D308 | Programming Services |
| FPDS Code D308 | Millennium Conversion Services (Y2K) |
| FPDS Code D311 | IT Data Conversion Services |
| FPDS Code D313 | Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services |
| FPDS Code D316 | IT Network Management Services |

- Note 1: All 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: 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 contract 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.



Decilog, Inc.
555 Broadhollow Road, Suite# 425
Melville, NY 11747 (631) 694-4610

<http://www.decilog.com/> • Engineering@Decilog.com

Contract Number: GS-35F-0687J – Option Year 3
Period Covered by Contract: 8/19/99 through 8/18/19
General Services Administration • Federal Acquisition Service

Pricelist current through Modification # P0-0020, dated April 25, 2014.

IT Professional Services and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the [GSA Advantage!](#) System. Agencies can browse [GSA Advantage!](#) by accessing the website at: www.gsaadvantage.com.

CUSTOMER INFORMATION

1A. Table of Awarded Special Item Numbers (SINs)

SIN 132051 - Information Technology Professional Services

1b. Hourly Rates

| GSA IT SERVICES PRICING August 19, 2013 through August 18, 2019 | | | | | | |
|--|---|---|---|---|---|---|
| LABOR CATEGORY | RATE 08-19-2013 thru 08-18-2014 | RATE 08-19-2014 thru 08-18-2015 | RATE 08-19-2015 thru 08-18-2016 | RATE 08-19-2016 thru 08-18-2017 | RATE 08-19-2017 thru 08-18-2018 | RATE 08-19-2018 thru 08-18-2019 |
| PROGRAM LEAD | 167.01 | 172.86 | 178.91 | 185.17 | 191.65 | 198.36 |
| PROJECT LEAD | 153.34 | 158.91 | 164.48 | 170.23 | 176.19 | 182.36 |
| TEAM LEAD | 138.76 | 143.62 | 148.64 | 153.85 | 159.23 | 164.80 |
| PRINCIPAL ENGINEER | 138.76 | 143.62 | 148.64 | 153.85 | 159.23 | 164.80 |
| SENIOR SYSTEM ANALYST | 121.98 | 126.25 | 130.67 | 135.24 | 139.97 | 144.87 |
| SENIOR ENGINEER | 106.44 | 110.17 | 114.02 | 118.01 | 122.14 | 126.42 |
| SYSTEM ANALYST | 99.32 | 102.80 | 106.39 | 110.12 | 113.97 | 117.96 |
| GENERAL ENGINEER | 62.82 | 65.02 | 67.29 | 69.65 | 72.09 | 74.61 |
| SOFTWARE SYSTEM ANALYST | 77.41 | 80.12 | 82.92 | 85.83 | 88.83 | 91.94 |

Description of IT Services

Acquisition Support:

Establish the requirements to achieve performance goals. Support document preparation for procurement. Assist in technical evaluation of offers, documentation, PDR's and CDR's. Prepare presentation material in support of these functions.

System Design and Analysis:

Develop concepts and architectures to support overall performance requirements. Perform analysis of systems, approaches, hardware, software and interfaces. Establish requirements traceability. Interface with user on regular basis.

Modeling and Simulation:

Develop mathematical models for operations/processes. Apply COTS hardware and software to the extent available. Provide special interfaces and application software to achieve man/machine requirements. Configure and operate hardware/software as required. Analyze and present results.

Software Design and Development:

Design software modules/interfaces/data flows, etc. Determine application of COTS software. Apply development tools. Verify requirements traceability. Implement software.

Testing and Evaluation:

Prepare Test Design to satisfy requirements. Prepare Test Procedures. Design and provide special test equipment/software/interfaces. Prepare test result documentation. Analyze test anomalies.

Field Support

Provide personnel and expertise as required to support field activity. Operate, test, analyze and prepare reports on anomalies.

IT SERVICES – LABOR CATEGORIES

Commercial Job Description: Program Lead

Minimum/General Experience:

Fifteen years of experience in professional engineering areas related to the design and development of software -driven systems and/or the support equipment for such systems. At least five years of the above experience in a management or supervisory role and at least three years in areas related to the project to be managed.

Functional Responsibility:

Responsible for the planning, technical direction and execution of a program that includes several projects. Prepares and maintains the program schedule and budget. Prepares and delivers technical and status reports to the customer or senior management. Manages staffing, budget, prioritization and other related personnel matters and is the primary point of contact for the customer's entire program. Oversees all work and takes corrective action as necessary to ensure program success.

Minimum Education:

Masters Degree in Mechanical, Electrical, Computer engineering, or equivalent. Additional years of general experience above 15 years may be substituted for education as appropriate.

Commercial Job Description: Project Lead

Minimum/General Experience:

Ten years of experience in professional engineering areas related to the design and development of software -driven systems and/or the support equipment for such systems. At least three years of the above experience in a management or supervisory role and at least three years in areas related to the project to be managed.

Functional Responsibility:

Responsible for the planning, technical direction and execution of a project that requires several personnel. Prepares and maintains the project schedule and budget. Prepares and delivers technical and status reports to the customer or senior management. Oversees all work and takes corrective action as necessary to ensure program success.

Minimum Education:

Masters Degree in Mechanical, Electrical, Computer engineering, or equivalent. Additional years of general experience above 10 years may be substituted for education as appropriate

Commercial Job Description: Team Lead

Minimum/General Experience:

Eight years of experience in professional engineering areas related to the design and development of software -driven systems and/or the support equipment for such systems. At least three years of the above experience in a supervisory role and at least three years in areas related to the project to be managed.

Functional Responsibility:

Responsible for the planning, technical direction and execution of a project that requires several personnel. Prepares and maintains the project schedule and budget. Prepares and delivers technical and status reports to the customer or senior management. Oversees all work and takes corrective action as necessary to ensure program success.

Minimum Education:

Degree in Mechanical, Electrical, Computer engineering, or equivalent. Additional years of general experience above 8 years may be substituted for education as appropriate.

Commercial Job Description: Principal Engineer

Minimum/General Experience:

Experience includes performing technical assignments in areas such as embedded real-time military computer systems, air traffic control, tactical and technical fire control systems, data base, simulation and training devices involving two or more of the following as related to computer systems and software:

Requirements Specification and Analysis

Computer Architecture

System and Software Design and Analysis

Mathematical Analysis Algorithm Development Modeling and Simulation

Data Sensing and Transmission

Neural Networks Performance Test Strategies Data Base

Functional Responsibility:

Performs as a subject matter expert. Independently performs state of the art system design and engineering tasks which are concerned with design, development and integration of significant IT systems. Performs analyses to independently identify conceptual or theoretical solutions to problems in IT systems. Makes technical projections, develops IT strategies and prepares comprehensive technical documents. Uses written and oral communications skills, in giving formal presentations to technical and program manager audiences.

Minimum Education:

Ph.D. in Engineering, Computer Science (or Related Field) from an accredited college with 5 years experience, or, Masters degree and 15 years of experience.

Commercial Job Description: Senior System Analyst

Minimum/General Experience:

Experience includes performing assignments in two or more of the following areas as well as facility in programming languages such as C, C++, Ada83, ADA95 or Visual Basic, running under Windows NT, SCO UNIX or Solaris operating systems.

Hardware and Software Requirements Analysis

System Design

Software System Design strategy Software Implementation and testing Computer Networks

Case Tools

Situational awareness/Graphic Man/Machine Interfaces

Data Sensing and Transmission Data Processing and Computation Software reuse

Data Base

Functional Responsibility:

Develops alternative approaches for the design, test and evaluation of computer hardware/software based systems. Formulates hardware/software architectural designs. Develops functional specifications, interface designs and software baseline requirements to meet system requirements. Utilizes micro, mini and mainframe computer systems in addressing project objectives. Provides technical guidance and supervision. Interacts with customer on technical issues.

Minimum Education:

Masters Degree in Engineering, Computer Science or equivalent and six years of experience or a Bachelor degree and ten years experience. Thirteen years of relevant experience with performance at job level can serve in lieu of a degree.

Commercial Job Description: Senior Engineer

Minimum/General Experience:

Experience includes performing assignments in two or more of the following areas as well as facility in programming languages such as C, C++, Ada83, Ada85 or Visual Basic, running under Windows NT, SCO UNIX or Solaris operating systems.

Requirements Analysis/System Analysis

Computer and related Hardware Specification and Design

Software Development Testing and Integration

Data Sensing

Data Communications Computer Networks Data Base

Case Tools

Test Strategy Design and Development

System Acquisition Support

Small Project Management

Functional Responsibility:

Analyzes and rationalizes IT system requirements. Supports software development through the use of formal specifications, data flow diagrams, design documents, and, when appropriate, Computer Aided Software Engineering (CASE) tools. Reviews existing software programs and assists in making upgrades and refinements. Prepares documentation and makes formal presentations.

Minimum Education:

Bachelor degree in Engineering, Computer Science (or related field) from an accredited college and five years of experience. With ten years of relevant experience a degree is not required.

Commercial Job Description: System Analyst

Minimum/General Experience:

Experience in a PC/client-server environment, handling tasks in areas such as tactical and technical fire control systems; air traffic control; navigation systems; communications, with particular experience in two or more of the following areas:

Requirements Analysis

Design, Test and Evaluation of Computer-Based Systems

Application of Simulation Tools

Sub-system Specification and Design

Object-oriented software analysis and design

Graphics Applications Computer Software Data Base

Functional Responsibility:

With minimum supervision, performs engineering and/or evaluations in one or more of the above areas. Analyzes system design specifications and develops block diagrams and logic flow charts. Allocates system requirements to hardware and/or software components. Prepares system and software documentation. Prepares and makes presentations.

Minimum Education:

Bachelor degree in Engineering, Computer Science or other appropriate area. Eight years of work culminating in performance at job level can be substituted for a degree.

Commercial Job Description: General Engineer

Minimum/General Experience:

Experience in a PC/client-server environment, performing tasks in two or more of the following IT areas:

Configuration and evaluation of Computer Equipment

Data Base

Testing and Automatic Testing

Test Procedures and Documentation

Software Documentation Computer-Controlled Equipment Quality Assurance

Functional Responsibility:

Under technical supervision, performs tasks in one or more of the above technical areas. Prepares system software documentation.

Minimum Education:

Bachelor degree in Engineering, Computer Science or equivalent. In lieu of a degree, six years of work experience culminating at the job level.

Commercial Job Description: Software System Analyst

Minimum/General Experience:

Experience in a PC/client-server environment, performing tasks two or more of the following areas as well as facility in programming languages:

Software Architecture Development of Software Evaluation of Software Configuration Control Maintenance of Software Programming Standards Software Quality Control Software Documentation

Functional Responsibility:

With minimum supervision, performs engineering and/or evaluations in one or more of the above areas. Analyzes system design specifications and develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs and refines computer software to meet requirements. Prepares system software and documentation.

Minimum Education:

Bachelor Degree in Engineering, Computer Science (or related field) from an accredited college. With seven years of experience a degree is not required.

2. Maximum Order: SIN 132-51 - \$500,000

3. Minimum Order: SIN 132-51- \$2,500

4. Geographic Coverage: The geographic scope of contract will be Domestic Delivery only. Domestic Delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington DC, and US Territories. Domestic Delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Points of Production: Melville, New York

6. Discount From List Prices: 3.37%-13.24% off commercial list prices

7. Quantity Discounts: None Offered

8. Prompt Payment Terms: None Offered

9a. Government Purchase Cards are accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards are not accepted above the micro-purchase threshold.

10. Foreign Items: None Offered

11. Time of Delivery:

11a. Normal Delivery – As mutually agreed to with ordering activity

11b. Expedited Delivery – As mutually agreed to with ordering activity

11c. Overnight and 2 day Delivery- As mutually agreed to with ordering activity

11d. Urgent Requirement – When the Federal Supply Schedule contract delivery period does not meet The bona fide urgent delivery requirements of an ordering activity; the ordering activity is encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall reply to inquiry within 3 working days after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. FOB Point: Destination

13a. Ordering Address:

Decilog, Inc.

555 Broadhollow Road, Suite 425

Melville, NY 11747

13b. Ordering Procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work

14. Payment Address:

Decilog, Inc.

555 Broadhollow Road, Suite 425

Melville, NY 11747

15. Warranty Provision: The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Orders. Services shall be completed in a good and workmanlike manner.

16. Exporting Packing Charges: Not Applicable

17. Government Purchase Cards: Government Purchase Card will be accepted for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit Cards **will not** be accepted for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payment will be shown on the invoice.

18. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

19. Section 508 Compliance: I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): **Not Applicable**

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

20. Data Universal Number System (DUNS) Number: 065925281

21. Cage Code Number: 2F218

22. Business Size: Small Business Concern

23. Decilog is registered with the SAM which presently active.

24. 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.

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

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified

in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

26. 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)

27. GSA ADVANTAGE!

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

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

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

28. PURCHASE OF OPEN MARKET ITEMS

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

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

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

29. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

30. 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:

NOT OFFERED

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.

31. 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).

32. 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, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

33. 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 received 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.

34. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

36. 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>.

37. ADVANCE PAYMENTS

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

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES – I-FSS-60 Performance Incentives(April 2000)

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

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which

extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (DEC 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52. 212-4 (MAR 2009), (Alternate I – OCT 2008) (Deviation I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009), (Alternate I – OCT 2008) (Deviation I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31 (FEB 2007) Time and Materials/Labor –Hour Proposal Requirements-Commercial Item Acquisition as prescribed in 16.601(e)(3), insert the following provision:

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

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

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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