



DELTA Resources, Inc.

3601 Eisenhower Avenue
Suite 220
Alexandria, Virginia 22304-6456
(703) 418-1960
www.deltaresources.com

DELTA Resources Inc. is a large business.

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
FOR
MULTIPLE AWARD SCHEDULE (MAS)
FSC CODE: D399**

Contract Number: GS-35F-0892N
Contract Period: 10 September 2003 – 09 September 2023

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available

through **GSA Advantage!™**, a menu-driven database system.

The internet address for **GSA Advantage!™** is: <http://www.GSAAdvantage.gov>.

GSA APPROVED RATES

Contractor Site	GSA Rate	Government Site	GSA Rate
Subject Matter Expert	\$159.02	Subject Matter Expert	\$153.06
Program Manager	\$132.70	Program Manager	\$116.07
Sr. Info Systems Analyst	\$113.84	Sr. Info Systems Analyst	\$103.17
Sr. Engineer	\$115.09	Sr. Engineer	\$94.68
Sr. Network Engineer	\$93.88	Sr. Network Engineer	\$85.27
Sr. Technical Analyst	\$106.12	Sr. Technical Analyst	\$80.41
Information Systems Analyst	\$76.54	Information Systems Analyst	\$65.79
Engineer	\$102.36	Engineer	\$80.94
Technical Analyst	\$86.29	Technical Analyst	\$79.83
Jr. Info Systems Analyst	\$45.60	Jr. Info Systems Analyst	\$40.78
Jr. Engineer	\$36.35	Jr. Engineer	\$33.63
Cybersecurity Engineer (Senior)	\$127.79	Cybersecurity Engineer (Senior)	\$113.00
Cybersecurity Engineer (Intermediate)	\$99.35	Cybersecurity Engineer (Intermediate)	\$86.93
Cybersecurity Engineer (Junior)	\$50.70	Cybersecurity Engineer (Junior)	\$44.39

LABOR CATEGORIES ARE AWARDED UNDER THE COOPERATIVE PURCHASING PROGRAM AND DISASTER RECOVERY.

SIN 54151S LABOR CATEGORY DESCRIPTIONS

SENIOR SUBJECT MATTER EXPERT (SME)

Minimum/General/Experience:

Minimum of 12 years of experience in a relevant discipline or associated operational experience. Demonstrated industry or academic expertise in one or more of the above disciplines or associated operational areas. Has knowledge of applicable technical areas and/or associated systems, their operation, capabilities, reporting mechanisms, or planned improvements.

Functional Responsibility:

Uses expertise in electrical, mechanical, aerospace or systems engineering to supervise, plan, conduct, lead and accomplish broad range of technology assignments. Responsible for participating in research or development within a specified technical or operational area to include requirements definition, specification, detailed design, design review, documentation and testing. Provides guidance and assistance in coordinating tasks and ensuring technical adequacy of the end product. Ensures compliance with technological standards throughout the project. Client contract is routine and frequent. May be called upon to deliver presentations, plan tasks, coordinate resources and budgets.

Minimum Education:

PhD; or MS in Physics, Computer Science, Information Systems, or Engineering with 12 years direct experience; or BS/BA with 15 years of experience; or 20 years direct experience.

PROGRAM MANAGER

Minimum/General/Experience:

Acquisition professional with a minimum of 10 years technical experience, which applies to systems analysis, design techniques, installation, testing, evaluation, doctrine and tactics development, joint interoperability planning and analysis for complex computers, missiles and combat systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure, test & evaluation and management practices.

Functional Responsibility:

Responsible for successful accomplishment of a specific major effort on behalf of the client, including the performance of all contracts assigned to the group and for leading the project staff assigned to the group. Develops budget and has authority to manage affairs of group and commit corporate assets and establish policy guidelines. Assembles best possible project team. The Project Manager reports to the President of DELTA.

Minimum Education:

MS in Computer Science, Information Systems, or Engineering with 10 years direct experience; or BS/BA with 15 years direct experience.

SENIOR INFORMATION SYSTEMS (IS) ANALYST

Minimum/General/Experience:

At least 5 years direct experience supporting implementation of technical projects and experience in information technology systems analysis and design, including Financial Management. Must possess strong organizational skills and excellent verbal and writing skills.

Functional Responsibility:

Under minimal supervision, performs assigned information systems tasks. Applies information technology skills to support program development and execution. Is also involved in quality control.

Minimum Education:

MS/MA and 5 years of experience; or BS/BA and 9 years direct experience; or 14 years direct experience.

SENIOR ENGINEER

Minimum/General/Experience:

Minimum of 10 years of experience in advanced technology systems research, development and acquisition. Provides guidance and assistance in coordinating tasks and ensuring technical adequacy of the end product. Ensures compliance with technological standards throughout the project. Client contact is routine and frequent. May be called upon to deliver presentations, plan tasks, coordinate resources and budgets.

Functional Responsibility:

Uses expertise in electrical, mechanical, aerospace or systems engineering to supervise, plan, conduct, lead and accomplish broad range of technology assignments according to contract. Provides guidance and assistance in coordinating tasks and ensuring technical adequacy of the end product. Ensures compliance with technological standards throughout the project. Client contact is routine and frequent. May be called upon to deliver presentations, plan tasks, coordinate resources and budgets.

Minimum Education:

BS in Computer Science, Information Systems, or Engineering.

SENIOR NETWORK ENGINEER

Minimum/General/Experience:

At least six years of directly relevant experience, plus four years of general office/administrative experience.

Functional Responsibility:

Performs design, installation, troubleshooting and support of local and wide-area network hardware, software and applications. Is vendor-certified with industry-standard network operating systems, such as NetWare and Windows NT. Can install and configure WAN hardware such as routers and DSUs, as well as LAN hardware such as switches, hubs and bridges. Works independently with minimal supervision and supervises small teams of IT professionals.

Minimum Education:

High School diploma required. AA or BA in Computer Science or Management or Business Administration preferred. Has obtained or is currently working on certification as a MCSE and CNE. Has obtained MCP or equivalent.

SENIOR TECHNICAL ANALYST

Minimum/General/Experience:

Minimum of 7 years of experience, including managing implementation of advance technology acquisition projects; experience in systems development and program design and documentation.

Functional Responsibility:

Applies advanced and comprehensive knowledge of methodologies, principles and practices related to information technology. Conducts and directs projects and performs in a professional position requiring in-depth knowledge. Is responsible for ensuring compliance with technological standards throughout the project. Operates independently and is responsible for principal interaction with client. Serves as a prime point of contact with the client. May be called upon to deliver presentations, plan tasks, coordinate resources, and budgets.

Minimum Education:

BA with 7 years direct experience; or 11 years direct experience.

INFORMATION SYSTEMS (IS) ANALYST

Minimum/General/Experience:

Minimum education requirement and 1 year analysis experience including supporting implementation of technical projects and experience in information technology systems analysis and design, including Financial Management. Must possess strong organizational skills and excellent verbal and writing skills.

Functional Responsibility:

Under minimal supervision, performs assigned Information Systems tasks. Applies information technology skills to support program development and execution. Is also involved in quality control.

Minimum Education:

MS/MA and 1 year of experience; or BS/BA and 3 years direct experience; or 7 years direct experience.

ENGINEER

Minimum/General/Experience:

Two years (2) experience in engineering disciplines.

Functional Responsibility:

Under general supervision, plans, conducts, leads and accomplishes broad information technology assignments. Provides guidance and assistance in coordinating tasks and ensuring technical adequacy of the end product. Ensures compliance with technological standards throughout the project. Client contact is routine and frequent. May be called upon to deliver presentations, plan tasks, coordinate resources and budgets.

Minimum Education:

MS in Computer Science, Information Systems, or Engineering and 2 years direct experience; or BS in Computer Science, Information Systems or Engineering and 3 years direct experience.

TECHNICAL ANALYST

Minimum/General/Experience:

Minimum of 3 years of experience, including managing implementation of advance technology acquisition projects; experience in systems development and program design and documentation.

Functional Responsibility:

Applies advanced and comprehensive knowledge of methodologies, principles and practices related to information technology. Conducts and directs projects and performs in a professional position requiring in-depth knowledge. Is responsible for ensuring compliance with technological standards throughout the project. Operates with considerable latitude for actions and decisions. May serve as a prime point of contact with the client. May be called upon to deliver presentations, plan tasks, coordinate resources and budgets.

Minimum Education:

Bachelors degree and 3 years direct experience; or 6 years direct experience

JUNIOR INFORMATION SYSTEMS (IS) ANALYST

Minimum/General/Experience:

Minimum education requirement or 3 years direct experience in contract support services in information/technical systems acquisition and/or financial management. Must possess strong organizational skills and excellent verbal and writing skills.

Functional Responsibility:

Under general supervision, performs assigned IS tasks. Applies IS skills to support project systems analysis. Uses current technology to perform analysis and prepare IS documents. May be involved in quality control; automates tasks using state of the art software programs and tracks project status.

Minimum Education:

BS/BA in Information Systems, Business, or Education.

JUNIOR ENGINEER

Minimum/General/Experience:

Minimum education requirement must be met.

Functional Responsibility:

Under direct supervision, plans, conducts, leads, and accomplishes broad information technology assignments. Provides assistance in coordination tasks and ensuring technical adequacy of the end product. Ensures compliance with technological standards throughout the project. May be called upon to deliver presentations, plan tasks, coordinate resources and budgets.

Minimum Education:

BS in Computer Science, Information Systems, or Engineering

SIN 54151HACS LABOR CATEGORY DESCRIPTIONS

CYBERSECURITY ENGINEER (SENIOR)

Minimum/General/Experience:

Qualifications: Eight (8) years

Functional Responsibility:

Provides expertise defining, planning, implementing and managing security requirements, solutions, risk assessments, vulnerability analysis and mitigations for information, network, systems and application protections. Defines and develops security policies and processes related to the protection of sensitive or classified information. Designs, develops, engineers and solutions that protect information assets, systems, and networks including those processing sensitive or classified information. Designs, develops, engineers, and implements solutions that meet security requirements. Provides integration and implementation of security solutions. Analyzes cyber security-related technical problems and provides engineering and technical support in solving problems. Performs vulnerability/risk analyses of systems, networks, and applications during all phases of the system development life cycle. Experienced in defining security programs or processes for the protection all classes of information. Experienced in current approaches, systems, technologies, architectures, and concepts. Typically performs in a supervisory capacity and serves as subject matter expert. Requires certification in security and computing environments/technologies.

Minimum Education:

Bachelor's degree or equivalent technical experience

CYBERSECURITY ENGINEER (INTERMEDIATE)

Minimum/General/Experience:

Qualifications: Four (4) years

Functional Responsibility:

Provides expertise implementing and managing security requirements, solutions, risk assessments, vulnerability analysis and mitigations for information, network, systems and application protections. Applies security policies and processes related to the protection of sensitive or classified information. Engineers and supports solutions that protect information assets, systems, and networks including those processing sensitive or classified information to meet security requirements. Provides integration and implementation of security solutions. Analyzes cyber security-related technical problems and provides engineering and technical support in solving problems. Performs vulnerability/risk analyses of systems, networks, and applications during all phases of the system development life cycle. Experienced in defining security programs or processes for the protection all classes of information. Experienced in current approaches, systems, technologies, architectures, and concepts. May perform as a technical lead/specialist. Requires certification in security and computing environment/technologies.

Minimum Education:

Bachelor's degree or equivalent technical experience

CYBERSECURITY ENGINEER (JUNIOR)

Minimum/General/Experience:

Qualifications: One (1) year

Functional Responsibility:

Under supervision applies security requirements, solutions, risk assessments, vulnerability analysis and mitigations for information, network, systems, and application protections. Supports effective application of security policies and processes related to the protection of sensitive or classified information. Applies and supports solutions that protect information assets, systems, and networks including those processing sensitive or classified information. Implements and supports solutions that meet security requirements. Provides integration and implementation of security solutions. Provides technical support in solving problems. Supports vulnerability/risk analyses of systems, networks, and applications during all phases of the system development life cycle. Knowledge of current approaches, systems, technologies, architectures, and concepts. Requires certifications in security and computing environment/technologies.

Minimum Education:

Bachelor's degree or equivalent technical experience

DELTA RESOURCES, INC. INFORMATION

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINS)

SIN	Disaster & Recovery SIN	Description
54151HACS	54151HACSRC	Highly Adaptive Cybersecurity Services (HACS)
54151S	54151SRC	Information Technology Professional Services
00CORP 500	00CORP 500RC	Order-Level Materials (OLMs)

1b. Lowest priced model number and price per SIN:

See Awarded Price List

1c. Hourly Rates:

See Awarded Price List

2. Maximum Order:

\$500,000

**Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.*

3. Minimum Order

The minimum dollar value of orders to be issued is \$100.

4. Geographic Scope of Contract:

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

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

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

DELTA Resources, Inc at Alexandria, Virginia

6. Discount from list prices or statement of net price

Prices shown are NET Prices; Basic Discounts have been deducted. None.

7. Quantity discounts.

NONE

8. Prompt payment terms.

Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the Contractual agreement in exchange for other concessions.

9. Payment Information:

- a. Contractors are required to accept credit cards for payments equal to or less than the micropurchase threshold for oral or written delivery orders.
- b. Credit cards will be acceptable for payment above the micropurchase threshold. In addition, bank accountant information for wire transfer payments will be shown on the invoice.

10. Foreign items.

NONE

11. Delivery Schedule**a. Time of Delivery**

Delivery Time (Days ARO)

As agreed upon between the Contractor and the ordering activity

b. Expedited Delivery

Contact Contractor

c. Overnight and 2-day Delivery

Contact Contractor

d. Urgent Requirements:

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, any order(s) placed pursuant to the agreed upon accelerated delivery time gram shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B.

Destination

13. a. Contractor's Ordering Address:

3601 Eisenhower Avenue
Suite 220
Alexandria, Virginia 22304-6456
(703) 418-1960

b. Ordering Procedures:

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address.

3601 Eisenhower Avenue
Suite 220
Alexandria, Virginia 22304-6456
(703) 418-1960

15. Warranty Provision

DELTA Resources, Inc. warrants that all services rendered under this contract will be performed by qualified personnel in accordance with high professional standards and currently accepted warranty practices. No other warranty or representation, express or implied, is made relative to the information, opinions and/or recommendations to be provided under a resultant contract.

NEITHER DELTA RESOURCES INC., NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY DELTA RESOURCES, INC., WHETHER DIRECT OR INDIRECT, BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY ARISING FROM THE PURPOSE FOR WHICH THIS AGREEMENT IS ENTERED INTO, AND WHETHER OR NOT EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DELTA RESOURCES INC.'S LIABILITY IS LIMITED TO THE TOTAL COMPENSATION RECEIVED BY DELTA RESOURCES INC.

16. Export Packing Charges

Not Applicable

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level).

DELTA Resources, Inc accepts government commercial cards in accordance with government commercial credit card program guidelines.

18. Terms and conditions of rental, maintenance, and repair.

Not Applicable

19. Terms and conditions of installation.

Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices.

Not Applicable

20a. Terms and conditions for any other services

Not Applicable

21. List of service and distribution points

Not Applicable

22. List of participating dealers

Not Applicable

23. Preventive maintenance

Not Applicable

24a. Special Attributes.

NONE.

24b. Section 508 Compliance.

If applicable, Section 508 compliance information in supplies and services in this contract is available in Electronic and Information Technology at www.section508.gov.

25. Data Universal Numbering system (DUNS) Number:

137812298

26. DELTA Resources Inc. is registered with the SAM.gov.

Cage Code: 1SHX5

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 54151S)**

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Multiple Award 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

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

3. Order

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. Performance of Services

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

5. Stop-work order (FAR 52.242-15) (AUG 1989)

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

- 1) Cancel the stop-work order; or
 - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- 1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - 2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. Inspection of Service

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. Responsibility 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 ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall

be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. Invoices

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

12. Payment

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.

16. Description of IT Services and Pricing

Labor Descriptions begin on Page 4.

**TERMS AND CONDITIONS APPLICABLE TO HIGHLY ADAPTIVE CYBERSECURITY SERVICES
(HACS) (SPECIAL ITEM NUMBER 54151HACS)**

1. SCOPE

- a. The labor categories, prices, terms and conditions stated under Special Item Number 54151HACS High Adaptive Cybersecurity Services apply exclusively to High Adaptive Cybersecurity Services within the scope of this Multiple Award Schedule.
- b. Services under these SINs are limited to Highly Adaptive Cybersecurity Services only. Software and hardware products are under different Special Item Numbers (e.g. 511210 and 33411), and may be quoted along with services to provide a total solution.
- c. These SINs provide ordering activities with access to Highly Adaptive Cybersecurity services only.
- d. Highly Adaptive Cybersecurity Services provided under this SIN shall comply with all Cybersecurity certifications and industry standards as applicable pertaining to the type of services as specified by ordering agency.
- e. 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. ORDER

- a. 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.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

3. PERFORMANCE OF SERVICES

- a. 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.
- b. The Contractor agrees to render services 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 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.

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. 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.

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.

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.

8. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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.

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.

10. RESUMES

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

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.

12. DESCRIPTION OF HIGHLY ADAPTIVE CYBERSECURITY SERVICES AND PRICING

Labor Descriptions begin on Page 4.