

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 6) AND HEALTH IT (SPECIAL ITEM NUMBER



1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services and Special Item Number 54151HEAL Health IT apply exclusively to IT Professional Services within the scope of this Information Technology Schedule. The contractor provides general and professional services, including IT project management, programming, database management and graphic design services in both government and company sites. Additionally, the contractor provides Health IT services to include connected health, electronic health records, health information exchanges, health analytics, personal health information management, innovative Health IT solutions, health informatics, emerging Health IT research, and other Health IT services.

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

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

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

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

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include 552.232-73 Availability of Funds. 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.



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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 (May 2014) Rights in Data – General, may apply.



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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 and Health IT / Professional Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (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:



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(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.

Labor Rates / Descriptions

Hourly Labor Rates/Descriptions

The following labor rates are applicable to **SIN 54151S**: Information Technology (IT) Professional Services

Labor Category	GSA Rate (including IFF)	Education	Labor Category Description	Experience (Years)
IT Project Manager	\$117.08	Bachelor's degree in Computer Science, Computer Engineering, Software Engineering, Systems Engineering, Management Information System, or similar field	Leads execution of information technology projects, with a focus on technical leadership. Understands relevant technologies and leads team in meeting objectives. Also provides oversight regarding project scope, budget, and schedule through planning, direction, delegation, facilitation, and communication.	8
Systems Engineer	\$117.43	Bachelor's degree in Computer Science, Computer Engineering, Software Engineering, Systems Engineering, Management Information System, or similar field	Develops and communicates information technology solutions using engineering best practices. Creates requirements from strategic objectives and business needs. Captures project scope, deliverables, cost, and schedule components of projects. Develops and captures relevant technology architectures, business processes, and other solution components.	5
Software Engineer	\$144.97	Bachelor's degree in Computer Science, Computer Engineering, Software Engineering, Systems Engineering, or similar field	Develops software solutions in alignment with requirements. Performs software unit and integration testing. Supports testing and customer acceptance activities. Supports deployment activities including documentation, training, and other relevant activities.	6
Database Administrator	\$77.51	Bachelor's degree in Computer Science, Computer Engineering, Software Engineering, Systems Engineering, or similar field	Responsible for maintenance and administration of database systems. Recommends database management solutions in alignment with relevant requirements. Optimizes database performance. Designs, develops, configures, deploys, and maintains database solutions.	3

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Subject Matter Expert	\$171.02	Bachelor's degree in Computer Science, Computer Engineering, Software Engineering, Systems Engineering, Management Information System, or similar field	Applies experience, skills, and expert knowledge within his or her discipline to complex assignments. Provides leadership for IT activities in a specialized subject area. Serves as a major contributor to technical planning process and for providing technical management and guidance.	10
Graphic Designer	\$85.87	Bachelor's degree in Graphic Design, Digital Design, Digital Fine Art, Web Design, or similar field	Provides graphic design, user interface design, user experience design support to IT teams. Uses artistic and technical skills to develop wireframes, mockups, and designs to support the creation of technology solutions.	3

Added Labor Rates / Descriptions

Education and experience may be substituted for each other. Each year of relevant experience may be substituted for one year of education and vice versa. In addition, certifications, professional licenses, and vocational technical training may be substituted for experience or education.

Degree	Experience Equivalence*	Other Equivalence
High School	None	GED
Associates	1 year relevant experience	Vocational or technical training in work related field
Bachelor's	Associate's degree + 2 years relevant experience, or 4 years relevant experience	Professional certification
Master's	Bachelor's degree + 2 years relevant experience, or Associate's degree + 4 years relevant experience	Professional license
Doctorate	Master's degree + 2 years relevant experience, or Bachelor's degree + 4 years relevant experience	

* Successful completion of each year of higher education that has not yet resulted in a degree may be counted for 1-for-1 for a year of experience.

Labor Category	GSA Rate (including IFF)	Education	Labor Category Description	Experience (Years)
Program Manager	\$136.55	Bachelor's Degree or Equivalent experience	The Program Manager is responsible for formulating and enforcing work standards, assigning contractor schedules, and communicating policies, purposes, and goals of Halfaker and Associates, LLC to subordinates and subcontractors. Responsible for the overall contract performance. Organizes resources to support multiple concurrent projects and manages the execution of multiple concurrent projects. Organizes, directs, and coordinates planning and production of all contract support activities. Conducts oral and written communications with all levels of management for planning and control of projects. Communicates with all levels of Government management personnel, other contract personnel, and customer agency representatives. Formulates and reviews project feasibility studies,	10

			determines costs, and ensures conformance to work standards. Assigns, schedules, and reviews work of subordinate Project Managers including subcontractors. Prepares and delivers presentations to colleagues, subordinates, and government representatives. The Program Manager will be an employee of Halfaker and Associates.	
Junior Business/Functional Analyst	\$58.38	Bachelor's Degree or Equivalent experience	Provides support, guidance, consultation, and thought leadership to the client and/or project team based on specialized experience in support of similar services, products or client missions. This may include, but is not limited to, fields such as: engineering and technology; policy and administration; planning; analysis; service operations, mission support, training and development; facilities; communications; visual design; human capital; business; and management.	3
Associate Business/Functional Analyst	\$84.64	Bachelor's Degree or Equivalent experience	Provides support, guidance, consultation, and thought leadership to the client and/or project team based on specialized experience in support of similar services, products or client missions. This may include, but is not limited to, fields such as: engineering and technology; policy and administration; planning; analysis; service operations, mission support, training and development; facilities; communications; visual design; human capital; business; and management.	4
Senior Business/Functional Analyst	\$119.99	Bachelor's Degree or Equivalent experience	Provides expertise, guidance, consultation, and thought leadership to the client and/or project team based on specialized expertise in support of similar services, products or client missions. This may include, but is not limited to, fields such as: engineering and technology; policy and administration; planning; analysis; service operations, mission support, training and development; facilities; communications; visual design; human capital; business; and	9

			management. Communicates with all levels of Government management personnel, other contract personnel, and customer agency representatives.	
Junior Engineer/Analyst	\$59.17	Bachelor's Degree or Equivalent experience	<p>Engineer: Degree in one of the following engineering disciplines: systems engineering, systems integration, software engineering, information engineering telecommunications engineering, network engineering, electrical engineering, data quality engineering, or other relevant engineering disciplines.</p> <p>Analyst: Educational experience in one of the following disciplines: strategic systems planning, business process reengineering, facilitation, activity based costing (ABC), business cases analysis, training, change management, economic analysis, operations research, statistics, market surveys, cost/benefit analysis, computer security, configuration management, or other relevant social science, analytical, scientific, or related fields.</p>	3
Associate Engineer/Analyst	\$108.48	Bachelor's Degree or Equivalent experience	<p>Engineer: Experienced in one of the following engineering disciplines: systems engineering, systems integration, software engineering, information engineering telecommunications engineering, network engineering, electrical engineering, and data quality engineering or other relevant engineering disciplines.</p> <p>Analyst: Experienced in one of the following disciplines: strategic systems planning, business process reengineering, workshop facilitation, activity based costing (ABC), business case analysis, training, change management, economic analysis, operations research, statistics, market surveys, cost benefit analysis, computer security, or other relevant social sciences, analytical, or scientific fields.</p>	4
Senior Engineer/Analyst	\$145.08	Bachelor's	Engineer: Experienced in one of the following engineering	9

		Degree or Equivalent experience	disciplines: systems engineering, systems integration, software engineering, information engineering telecommunications engineering, network engineering, electrical engineering, and data quality engineering or other relevant engineering disciplines. Analyst: Experienced in one of the following disciplines: strategic systems planning, business process reengineering, facilitation, activity based costing (ABC), business cases analysis, training, change management, economic analysis, operations research, statistics, market surveys, cost/benefit analysis, computer security, or other relevant social science, analytical, scientific, or related fields.	
Junior Network Engineering/Architecture Specialist	\$63.21	Bachelor's Degree or Equivalent experience	Knowledge and practical experience in one or more of the following areas: site-specific computer hardware, applications software, operations systems software, and telecommunications devices. Knowledge of networks and telecommunications procedures. Determines probable causes of moderately complex-to-complex malfunctions and hardware, applications and operating systems software, and telecommunications. Troubleshoots users' problems by analyzing information provided by users. Develops recommendations for efficient hardware and software and software installation and configurations. Documents procedures for computer and/or network operations to provide users with guidelines in efficient utilization of the network.	3
Associate Network Engineering/Architecture Specialist	\$102.93	Bachelor's Degree or Equivalent experience	Knowledge and practical experience in one or more of the following areas: site-specific computer hardware, applications software, operations systems software, and telecommunications devices. Knowledge of networks and telecommunications procedures.	4

			<p>Determines probable causes of moderately complex-to-complex malfunctions and hardware, applications and operating systems software, and telecommunications. Troubleshoots users' problems by analyzing information provided by users. Develops recommendations for efficient hardware and software and software installation and configurations. Documents procedures for computer and/or network operations to provide users with guidelines in efficient utilization of the network.</p>	
<p>Senior Network Engineering/Architecture Specialist</p>	<p>\$122.28</p>	<p>Bachelor's Degree or Equivalent experience</p>	<p>Provides knowledge and practical experience in one or more of the following areas: site-specific computer hardware, applications software, operations systems software, and telecommunications devices. Considerable knowledge of networks and telecommunications procedures. Determines probable causes of malfunctions and hardware, applications and operating systems software and telecommunications. Troubleshoots users' problems by analyzing information provided by users. Corrects complex software and telecommunications malfunctions. Develops recommendations for efficient hardware and software installation and configurations. Writes procedures for computer and/or network operations to provide users with guidelines in efficient utilization of the network. Registers new users on the network and establishes users' functional security profiles to allow network availability to all users. Assists users in the area of quality assurance.</p>	<p>9</p>
<p>Senior Technician/Support Specialist</p>	<p>\$56.73</p>	<p>Bachelor's Degree or Equivalent experience</p>	<p>Performs direct technical work on projects. Selects and adapts plans, techniques, designs, or layouts. Supervises other technicians and installs, operates, maintains, configures, troubleshoots, and repairs general</p>	<p>4</p>

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			<p>purpose commercial automated data processing computer system devices, circuits, cables, components, software, and end-user devices, components, software, and connectivity. Reviews, analyzes, and integrates the technical work of others. Coordinates with the Halfaker Project Manager, GSA COR, and Government user representatives to ensure accurate solutions and user satisfaction on technical matters. Performs systems analysis and plans tests to evaluate equipment performance, hardware capabilities and configurations. Conducts tests and prepares reports on findings and recommendations.</p>	
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Labor Rates / Descriptions

Hourly Labor Rates/Descriptions

The following labor rates are applicable to **SIN 54151HEAL**: Health IT Professional Services

Education and experience may be substituted for each other. Each year of relevant experience may be substituted for one year of education and vice versa. In addition, certifications, professional licenses, and vocational technical training may be substituted for experience or education.

Degree	Experience Equivalence*	Other Equivalence
High School	None	GED
Associates	1 year relevant experience	Vocational or technical training in work related field
Bachelor's	Associate's degree + 2 years relevant experience, or 4 years relevant experience	Professional certification
Master's	Bachelor's degree + 2 years relevant experience, or Associate's degree + 4 years relevant experience	Professional license
Doctorate	Master's degree + 2 years relevant experience, or Bachelor's degree + 4 years relevant experience	

* Successful completion of each year of higher education that has not yet resulted in a degree may be counted for 1-for-1 for a year of experience.

GSA 70 Labor Cat	GSA Rate (including IFF)	Education	Labor Category Description	Experience (Years)
HIT Program Manager	\$128.96	Bachelor's degree	Responsible for formulating and enforcing work standards, assigning contractor schedules, and communicating policies, purposes, and goals to subordinates and subcontractors. Responsible for the overall contract performance. Organizes resources to support multiple concurrent projects and manages the execution of multiple concurrent projects. Organizes, directs, and coordinates planning and production of all contract support activities. Conducts oral and written communications with all levels of management for planning and control of projects.	10

			<p>Communicates with all levels of Government management personnel, other contract personnel, and customer agency representatives. Formulates and reviews project feasibility studies, determines costs, and ensures conformance to work standards. Assigns, schedules, and reviews work of subordinate Project Managers, including subcontractors. Prepares and delivers presentations to colleagues, subordinates, and Government representatives.</p>	
HIT Architect (Senior)	\$134.68	<p>Bachelor's degree in Computer Science, Information Systems, Engineering, Business, Social Science, or other related analytical, scientific, or technical disciplines</p>	<p>Leads designs and development of healthcare technical solution framework and implementation for projects and solutions and provides industry framework and methodology guidance as required. As a senior system architect, serves as an advisor to technical development, integration, business representatives, and COTS vendor teams to optimize system design and performance</p>	9
HIT Engineer (Senior)	\$140.24	<p>Bachelor's degree in Computer Science, Information Systems, Engineering, Business, Social Science, or other related analytical, scientific, or technical disciplines</p>	<p>Develops and delivers clinical/health technology engineering management plans, monitors schedule execution, and integrates/develops recommendations for corrective and remedial action; prepares status reports reflecting engineering/technical milestones, progress, and problems; provides technical guidance and expertise to junior personnel for development/delivery of engineering designs and documentation. Defines and designs clinical/health system products and process solutions in terms of design requirements that satisfy functional architecture and define and integrate the system and physical (hardware and software) architecture. Conducts interactive syntheses to: define the system elements for each logical set of functional and performance requirements; determine design completeness; refine physical and</p>	9

			communications interfaces; and define system alternatives; develops detailed product and process solutions that enable design verification and provide the basis for specification trees, work breakdown structures, and progressive definitions of specification and configuration baselines.	
HIT Analyst (Senior)	\$86.11	Bachelor's degree	Provides expertise, guidance, consultation, and thought leadership to the client and/or project team based on specialized expertise in support of similar services, products or client missions. This may include, but is not limited to, fields such as: engineering and technology; policy and administration; planning; analysis; service operations, mission support, training and development; facilities; communications; visual design; human capital; business; and management. Communicates with all levels of Government management personnel, other contract personnel, and customer agency representatives.	9
HIT Subject Matter Expert (Senior)	\$165.41	Bachelor's degree	Applies experience, skills, and expert knowledge within his or her discipline to complex assignments. Provides leadership for HIT activities in a specialized subject area. Serves as a major contributor to technical planning process and for providing technical management and guidance.	9