



**J Michael Consulting, LLC
Authorized Multiple Award Schedule Pricelist**

J Michael Consulting
 885 Woodstock Road, Suite 430-151
 Roswell, GA 30075
 Phone: 770-309-3124
www.jmichael-consulting.com

**Multiple Award Schedule Pricelist
General Services Administration**

Contract No. GS35F276GA

Contract Period: March 7, 2017 through March 6, 2022

Business Size: Small Business

Pricelist current as of Award Date: June 25, 2020

J Michael Consulting, LLC Consulting Services Available under Multiple Award Schedule Pricelist	
SIN 611420 Training Courses for Information Technology	FSC U012 Education/Training – Information Technology
SIN 54151S Information Technology Professional Services	FSC D302 Systems Development Services FSC D306 Systems Analysis Services FSC D307 Automated Information Systems Services FSC D308 Programming Services FSC D399 Other Information Technology Services
SIN 54151HEAL Health Information Technology Services	FSC D302 Systems Development Services FSC D306 Systems Analysis Services FSC D307 Automated Information Systems Services FSC D308 Programming Services FSC D399 Other Information Technology Services

JMC offers professional services that qualify under the following North American Industry Classification System (NAICS) codes.

Code	NAICS
511210	Software Publishers
518210	Data Processing, Hosting, and Related Services
519130	Internet Publishing and Broadcasting and Web Search Portals
519190	All Other Information Services
541430	Graphic Design Services
541490	Other Specialized Design Services
541511	Custom Computer Programming Services (Primary)
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management and General
541618	Other Management Consulting Services
541720	Research and Development in the Social Sciences
541990	All Other Professional, Scientific, and Technical Services
611410	Business and Secretarial Schools
611420	Computer Training
611430	Professional and Management Development Training
923120	Administration of Public Health Programs

J Michael Consulting, LLC (JMC) is a consulting firm based in Atlanta, Georgia; our focus is public health informatics. We have expertise in laboratory and surveillance informatics, data standards and interoperability, and project and program management. We offer system integrations, instrument interface development, electronic laboratory reporting (ELR) on-boarding and development, laboratory information management system (LIMS) implementations and other services. Our staff have expertise in all the components of health information exchange, including the Stages of Meaningful Use (MU), coding systems such as LOINC, SNOMED, ICD-9, and ICD-10; data brokering tools such as Mirth and Rhapsody; and HL7 messaging. We use our deep knowledge to bring informed and innovative solutions to health IT projects. We have successfully completed multiple implementation and informatics-related projects for our clients, which include State and Federal government entities and non-profit organizations.

Products and ordering information in this Multiple Award Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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Labor Categories

JMC Labor Categories – SIN 54151S Information Technology Professional Services	
Support Level 1	Functional Responsibility: Provides assistance on informatics-related projects and performs various project tasks.
	Education: High School Diploma
Support Level 2	Functional Responsibility: Provides assistance on informatics-related projects and performs various project tasks.
	Education: Bachelor's Degree in related field or 5 years of related experience
Systems Analyst Level 1	Functional Responsibility: Provides entry level systems development support using standard approaches. Devises and prepares layouts for computer systems requirements.
	Education: Bachelor's Degree in related field or 2 years of related experience
Systems Analyst Level 2	Functional Responsibility: Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operation time, and form of desired results.
	Education: Bachelor's Degree in related field or 4 years of related experience
Systems Analyst Level 3	Functional Responsibility: Coordinates projects for particular client(s). Helps to monitor project status and overall team performance in accordance with the organization's policies and procedures.
	Education: Bachelor's Degree in related field or 7 years of related experience
Systems Analyst Level 4	Functional Responsibility: Manages projects for particular client(s). Monitors project status and overall team performance in accordance with the organization's policies and procedures.
	Education: Bachelor's Degree in related field or 8 years of related experience
Systems Analyst Level 5	Functional Responsibility: Manages a portfolio of projects for particular client(s). Monitors project status and overall team performance in accordance with the organization's policies and procedures.
	Education: Master's Degree in related field (e.g., MPH, MS or MBA) or 10 years of related experience
Systems Analyst Level 6	Functional Responsibility: Demonstrated expertise in specialized field, which may include technology architecture, integration engineering, messaging standards and terminology, data warehousing, laboratory science, public health, etc.
	Education: Master's Degree in related field (e.g., MPH, MS or MBA) or 12 years of related experience
Subject Matter Expert 1	Functional Responsibility: Recognized expert in specialized field, which may include technology architecture, integration engineering, messaging standards and terminology, data warehousing, laboratory science, public health, etc.; fulfills leadership role
	Education: Bachelor's Degree in related field or 5 years of related experience

JMC Labor Categories – SIN 611420 Training Courses for Information Technology

Training Manager 1	Functional Responsibility: Designs, develops, and implements the curriculum. Evaluates and selects appropriate training techniques and media. Develops training evaluation methods and conducts training sessions.
	Education/Experience: Bachelor's Degree in related field or 2 years of related experience
Training Manager 2	Functional Responsibility: Develops, implements, and maintains training scenarios, approaches, objectives, plans, tools, aids, curriculums, and other state of the art technologies related to training and behavioral studies.
	Education/Experience: Bachelor's Degree in related field or 4 years of related experience
Training Manager 3	Functional Responsibility: Develops, implements, and maintains training curriculums. Identifies the best approach to address training requirements to include, but not limited to, hardware, software, simulations, course assessment and refreshment, assessment centers, oral examinations, interviews, computer assisted and adaptive testing, behavior-based assessment and performance, and team and unit assessment and measurement.
	Education/Experience: Bachelor's Degree in related field or 5 years of related experience
Training Manager 4	Functional Responsibility: Provides leadership for curriculum development projects in addition to delivering training and curriculum.
	Education/Experience: Bachelor's Degree in related field or 7 years of related experience

JMC Labor Categories – SIN 54151HEAL Health Information Technology Services

Health IT Support Level 1	Functional Responsibility: Provides assistance on informatics-related projects and performs various project tasks.
	Education: High School Diploma
Health IT Support Level 2	Functional Responsibility: Provides assistance on informatics-related projects and performs various project tasks.
	Education: High School Diploma
Health IT Support Level 3	Functional Responsibility: Provides entry level systems development support using standard approaches. Devises and prepares layouts for computer systems requirements.
	Education: Bachelor's Degree in related field or 2 years of related experience
Health IT Systems Analyst Level 1	Functional Responsibility: Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operation time, and form of desired results.
	Education: Bachelor's Degree in related field or 4 years of related experience
Health IT Systems Analyst Level 2	Functional Responsibility: Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operation time, and form of desired results.
	Education: Bachelor's Degree in related field or 5 years of related experience
Health IT Systems Analyst Level 3	Functional Responsibility: Coordinates projects for particular client(s). Helps to monitor project status and overall team performance in accordance with the organization's policies and procedures.
	Education: Bachelor's Degree in related field or 7 years of related experience
Health IT Systems Analyst Level 4	Functional Responsibility: Manages projects for particular client(s). Monitors project status and overall team performance in accordance with the organization's policies and procedures.
	Education: Bachelor's Degree in related field or 8 years of related experience
Health IT Systems Analyst Level 5	Functional Responsibility: Manages a portfolio of projects for particular client(s). Monitors project status and overall team performance in accordance with the organization's policies and procedures.
	Education: Master's Degree in related field (e.g., MPH, MS or MBA) or 10 years of related experience
Health IT Systems Analyst Level 6	Functional Responsibility: Demonstrated expertise in specialized field, which may include technology architecture, integration engineering, messaging standards and terminology, data warehousing, laboratory science, public health, etc.
	Education: Master's Degree in related field (e.g., MPH, MS or MBA) or 12 years of related experience

Health IT Systems Analyst Level 7	Functional Responsibility: Demonstrated expertise in specialized field, which may include technology architecture, integration engineering, messaging standards and terminology, data warehousing, laboratory science, public health, etc. Ability to lead a team of experts in a specialized field.
	Education: Master's Degree (e.g., MPH, MS or MBA) or 14 years of related experience
Health IT Subject Matter Expert 1	Functional Responsibility: Recognized expert in specialized field, which may include technology architecture, integration engineering, messaging standards and terminology, data warehousing, laboratory science, public health, etc.; fulfills leadership role
	Education: Bachelor's Degree in related field or 5 years of related experience

Training Course Descriptions

JMC offers introductory and advanced courses on topics related to public health informatics and laboratory information management; customized courses are also available. All classes are available on demand and can be delivered remotely or on site. For more information, please email support@j michael-consulting.com.

Introduction to Public Health Informatics		
Description	Survey of informatics concepts that affect the public health landscape. Topics addressed include Meaningful Use, Electronic Laboratory Reporting (ELR), case reporting, interoperability, information management, and data exchange.	
Length: 2 Hours	Prerequisites: None, some knowledge of public health	Minimum Students per Class: 15 Price per Student: \$200
Intended Audience	Public health professionals with little knowledge of informatics, IT, or information management	
Introduction to HL7		
Description	Provides an introduction to Health Level 7 (HL7) standards and basic concepts and situates HL7 within the ecosystem of public health reporting	
Length: 2 Hours	Prerequisites: None, some knowledge of public health	Minimum Students per Class: 12 Price per Student: \$200
Intended Audience	Public health professionals and public health leaders with little knowledge of informatics, IT, or information management	
Introduction to Standards & Terminology		
Description	Introduction to LOINC, SNOMED, UCUM, HL7, PHINVADS, and other common datasets and terminologies that are used in public health	
Length: 2 Hours	Prerequisites: None, some knowledge of public health	Minimum Students per Class: 12 Price per Student: \$200
Intended Audience	Public health professionals and public health leaders with little knowledge of informatics, IT, or information management	
Communication Strategies and the Language of Laboratorians		
Description	Presents some tools for effectively communicating with IT and informatics staff	
Length: 2 Hours	Prerequisites: Some knowledge of public health, information management within the lab/agency	Minimum Students per Class: 15 Price per Student: \$300
Intended Audience	Laboratorians who need to coordinate with IT staff on informatics projects in the lab	

Interoperability 101

Description	Introduction to data exchange, integration engines, syntax and semantics of electronic messaging	
Length: 2 Hours	Prerequisites: Basic knowledge of Informatics (e.g., Introduction to Informatics)	Minimum Students per Class: 6 Price per Student: \$300
Intended Audience	Public Health professionals and IT staff who want a better understanding of electronic data exchange and system integration	

Project Management for Public Health

Description	Provides overview of skills and methods used in the management of technology deployment in public health scenarios	
Length: 2 Hours	Prerequisites: Basic knowledge of Informatics and Interoperability (e.g., Introduction to Informatics, Interoperability 101)	Minimum Students per Class: 8 Price per Student: \$400
Intended Audience	Laboratory leadership	

Informatics for Laboratory Leaders

Description	Overview of informatics concepts as they relate to the laboratory's other operations and business processes and how to incorporate informatics capabilities into the lab's overall strategic mission	
Length: 2 Hours	Prerequisites: Basic knowledge of Informatics and Interoperability (e.g., Introduction to Informatics, Interoperability 101)	Minimum Students per Class: 8 Price per Student: \$400
Intended Audience	Laboratory leadership	

Labor Rates

JMC Lab Rates – SIN 54151HEAL Health Information Technology Services			
Labor Category	Rate per Hour	Labor Category	Rate per Hour
Health IT Support Level 1	\$61.30	Health IT Systems Analyst Level 4	\$111.23
Health IT Support Level 2	\$68.48	Health IT Systems Analyst Level 5	\$130.57
Health IT Support Level 3	\$73.30	Health IT Systems Analyst Level 6	\$146.17
Health IT Systems Analyst Level 1	\$81.46	Health IT Systems Analyst Level 7	\$152.05
Health IT Systems Analyst Level 2	\$92.33	Health IT Subject Matter Expert 1	\$170.00
Health IT Systems Analyst Level 3	\$98.74		

JMC Lab Rates – SIN 611420 Training Courses for Information Technology			
Labor Category	Rate per Hour	Labor Category	Rate per Hour
Training Manager 1	\$73.67	Training Manager 3	\$96.72
Training Manager 2	\$85.11	Training Manager 4	\$101.56

JMC Lab Rates – SIN 54151S Information Technology Professional Services			
Labor Category	Rate per Hour	Labor Category	Rate per Hour
Support Level 1	\$61.30	Systems Analyst Level 4	\$116.06
Support Level 2	\$76.53	Systems Analyst Level 5	\$125.74
Systems Analyst Level 1	\$83.18	Systems Analyst Level 6	\$146.17

Systems Analyst Level 2	\$92.33		Subject Matter Expert 1	\$170.00
Systems Analyst Level 3	\$105.42			

Ordering Instructions

1. Geographic scope of contract: Domestic and Overseas Delivery

50 Contiguous States, Alaska, Hawaii, Puerto Rico, and Washington, D.C.

2. Contractor's Ordering Address and Payment Information

Ordering Address

J Michael Consulting, LLC
885 Woodstock Road
Suite 430-151
Roswell, GA 30075

Contracts Manager

Jon M. Lipsky
Authorized Member and Manager
J Michael Consulting, LLC 770-309-
3124
jlipsky@j michael-consulting.com

Accepted forms of payment with associated addresses

Contractors are required to accept the Government purchase card for payments equal to or less than the micro purchase threshold for oral or written orders. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro purchase threshold (see GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

770-309-3124

3. Liability for Injury or Damage:

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: **G. Order/Modification under Federal Schedule Contract**

Block 16: Data Universal Numbering System (DUNS) Number: **078530660**

Block 30: Type of Contractor: **B. Other Small Business**

Block 31: Woman-Owned Small Business: **No**

Block 37: Contractor's Taxpayer Identification Number (TIN): **45-3174237**

Block 40: Veteran Owned Small Business (VOSB): **No**

4a. CAGE Code: 616S3

4b. Contractor has registered with the **System for Award Management** (www.sam.gov)

5. FOB Terms

Destination

6. Delivery Schedule

- a. Time of Delivery: Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set for below:

For SINS 611420, 54151S and 54151HEAL, delivery shall be negotiated between Ordering Activity and J Michael Consulting, LLC.

- b. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any 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.

7. Discounts

Prompt Payment: **None**

Quantity: **None**

Dollar Volume: **None**

Other Special Discounts: **None**

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

Available outside the scope of this contract.

10. Small Requirements

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

11. Maximum Order

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

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000

SIN 54151S Information Technology Professional Services

SIN 54151HEAL Health Information Technology Services

- b. The Maximum Order for the following Special Item Numbers (SINs) is \$250,000

SIN 611420 Training Courses for Information Technology

12. Ordering Procedures for Federal Supply Schedule Contracts

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

- 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.

13. Federal Information Technology / Telecommunication Standards Requirements

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

14. 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: Any Contractor travel required in the performance of 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. The Contractor shall not add the 0.75% Industrial Funding Fee onto the travel costs.
- (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).

15. 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 C.1.).

16. 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. The Internet address is <http://www.gsaadvantage.gov>.

17. 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. 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.

18. 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.

19. Overseas Activities

Outside the scope of this contract.

20. 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).

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a

request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

23. Section 508 Compliance

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

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

24. 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 GSA dated March 2017. 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.

25. Insurance – Work on a Government Installation (Jan 1997) (FAR 52.222-5)

(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.

26. 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>.

27. 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 for SINS 611420, 54151S, 54151HEAL, Order Level Materials (OLMs)

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 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

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

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246- 4 applies to firm- fixed price orders placed under this contract. The Inspection—Time-and- Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

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

8. 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.

9. 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.

10. 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.

11. 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb2007) 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—
 - I. The offeror;
 - II. Subcontractors; and/or
 - III. Divisions, subsidiaries, or affiliates of the offeror under a common control.

12. RESUMES

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

13. 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.

14. 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.

15. Order-Level-Materials (OLMs)

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

Items awarded under ancillary supplies/services or other direct cost (ODC) SINs are not OLMs. These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINs are for use under all order type CLINs (Fixed- Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs. The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF). The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

The Maximum Order Threshold for the OLM SINs is \$250,000.

- a. See clauses 552.212-4 Contract Terms and Conditions - Commercial Items and 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials (MAY 2019) for additional information on inclusion of OLMs in task and delivery orders placed against an FSS contract or BPA.
- b. OLMs are only authorized for inclusion at the order level under a T&M or LH CLIN and are subject to an NTE ceiling price.
- c. The Order-Level Materials SIN contains no items or pricing, since by definition OLMs are unknown at the time of FSS contract award. The ordering activity contracting officer is responsible for defining OLMs and determining proposed OLM pricing fair and reasonable for a particular order.
- d. OLMs are purchased under the authority of the FSS Program and are not "open market items."
- e. Items awarded under ancillary supplies/services and other direct cost (ODC) SINs are not

Order-Level Materials. These SINs are reserved for items that can be defined and priced up-front at the FSS contract level.

- f. The Order-Level Materials SIN cannot be the only SIN awarded on a contract. The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN.
- g. The Order-Level Materials SIN is exempt from Commercial Sales Practices disclosure requirements.
- h. The Order-Level Materials SIN is exempt from the following clauses:
 - I. 552.216-70 Economic Price Adjustment - FSS Multiple Award Schedule Contracts
 - II. I-FSS-969 Economic Price Adjustment - FSS Multiple Award Schedule
 - III. 552.238-77 Submission and Distribution of Authorized FSS Schedule Pricelists, 552.238-81 Price Reductions
- i. Terms and conditions that otherwise apply to the FSS contract also apply to the Order-Level Materials SIN. Examples include but are not limited to:
 - I. Trade Agreements Act (TAA)
 - II. Sales reporting and IFF remittance
 - III. Environmental Attributes clauses
 - IV. AbilityOne Program Essentially the Same (ETS) compliance
- j. The Order-Level Materials SIN is subject to any transactional data reporting (TDR) requirements in effect under the FSS contract.
- k. Prices for items provided under the Order-Level Materials SIN must be inclusive of the IFF. The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

J Michael Consulting, LLC
Authorized Multiple Award Schedule Pricelist



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