FSC GROUP Class 70, STANDARD INDUSTRY GROUP: 70

FSC Product code: D399

Contract number: GS-35F-449GA

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

Contract period: May 18, 2017 through May 17, 2022

FedScale Inc.
1 N Broad St Ste B
Luray, VA 22835-1147
DUNS: 079151871 CAGE Code: 70HX5
V: 866-435-1204 F: 703-542-1112
Contact: Teena Sirohi; teena.sirohi@fedscale.com

Contractor’s internet address/web site where schedule information can be found: www.fedscale.com

Business size: Small

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

<table>
<thead>
<tr>
<th>SIN</th>
<th>SERVICE PROPOSED</th>
<th>PRICE OFFERED TO GSA (including IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-51</td>
<td>Project Manager</td>
<td>$126.56</td>
</tr>
<tr>
<td>132-51</td>
<td>IT Enterprise Architect</td>
<td>$131.94</td>
</tr>
<tr>
<td>132-51</td>
<td>Software Architect</td>
<td>$126.08</td>
</tr>
<tr>
<td>132-51</td>
<td>Systems Analyst I</td>
<td>$90.40</td>
</tr>
<tr>
<td>132-51</td>
<td>Systems Analyst II</td>
<td>$95.29</td>
</tr>
<tr>
<td>132-51</td>
<td>Business/Financial Analyst I</td>
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<tr>
<td>132-51</td>
<td>Business/Financial Analyst II</td>
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<tr>
<td>132-51</td>
<td>Application Systems Analyst I</td>
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<tr>
<td>132-51</td>
<td>Application Systems Analyst II</td>
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<tr>
<td>132-51</td>
<td>System Administrator I</td>
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<tr>
<td>132-51</td>
<td>System Administrator II</td>
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<tr>
<td>132-51</td>
<td>Subject Matter Expert</td>
<td>$126.90</td>
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<td>132-51</td>
<td>Help Desk Specialist II</td>
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<tr>
<td>132-56</td>
<td>Health IT (HIT) Project Manager</td>
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<td>132-56</td>
<td>Health IT Senior Systems Engineer</td>
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<td>132-56</td>
<td>Health IT Senior Data Architect</td>
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<td>132-56</td>
<td>Health IT Senior Software Engineer</td>
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<td>132-56</td>
<td>Health IT Mid Level Software Engineer</td>
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<td>132-56</td>
<td>Health IT Systems Administrator</td>
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<td>132-56</td>
<td>Health IT Network Administrator</td>
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<tr>
<td>132-56</td>
<td>Health IT Subject Matter Expert</td>
<td>$180.81</td>
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1b. Lowest price labor category
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Experience</th>
<th>Education</th>
<th>Functional Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>8 years experience in technical or managerial in related discipline</td>
<td>Bachelor's Degree in Business, Scientific or Engineering discipline, PMP Certification</td>
<td>Leads team on large projects or significant segment of large complex projects. Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components. Provides applications systems analysis and programming activities for a Government site, facility or multiple locations. Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources. Oversees all aspects of projects.</td>
</tr>
<tr>
<td>IT Enterprise Architect</td>
<td>10 years progressive work experience in individual’s area of technological expertise</td>
<td>Master’s degree in individual’s area of scientific expertise OR Bachelor's Degree in individual’s area of scientific expertise with four (4) additional years experience.</td>
<td>Provides high-level architectural expertise to managers and technical staff. Develops architectural products and deliverables for the enterprise and operational business lines. Develops strategy of COTS, ERP, and custom developed system(s) and the design infrastructure necessary to support that strategy. Advises on selection of technological purchases with regards to processing, data storage, data access, applications development and communications. Sets standards for database structures for the organization (SQL, ORACLE, SYBASE, etc.). Advises of feasibility of potential future projects to management.</td>
</tr>
<tr>
<td>Software Architect</td>
<td>8 years progressive work experience in individual’s area of technological expertise</td>
<td>Bachelor’s Degree in Computer Science or Engineering discipline</td>
<td>Establishes system information requirements using analysis of information engineers in the development of enterprise-wide or large-scale COTS, ERP, or customized information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for cross-functional requirements and interfaces. Ensures these systems are compatible and in compliance with the standards for open systems architectures. Evaluates problems of workflow, organization, and planning, and develops appropriate corrective action.</td>
</tr>
<tr>
<td>Systems Analyst I</td>
<td>2 years experience in related discipline</td>
<td>Bachelor’s Degree in Scientific, Engineering or Business discipline</td>
<td>Provides analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements to provide an integrated IT solution. Develops integrated system test requirement, strategies, devices and systems. Directs overall system level testing.</td>
</tr>
<tr>
<td>Position</td>
<td>Experience</td>
<td>Education</td>
<td>Responsibilities</td>
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<tr>
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</tr>
<tr>
<td>Systems Analyst II</td>
<td>4 years</td>
<td>Bachelor's Degree in Scientific, Engineering or Business</td>
<td>Generally provides, reviews and approves analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements to provide an integrated IT solution. Develops integrated system test requirement, strategies, devices and systems. Directs overall system level testing. Generally takes a leadership role.</td>
</tr>
<tr>
<td>Business/Financial Analyst I</td>
<td>2 years</td>
<td>Bachelor's Degree in Scientific, Engineering or Business</td>
<td>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/or software solutions limitations, operation time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirements specifications.</td>
</tr>
<tr>
<td>Business/Financial Analyst II</td>
<td>4 years</td>
<td>Master's Degree in Scientific, Engineering or Business</td>
<td>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/or software solutions limitations, operation time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirements specifications. Provides consultation on complex projects and is considered to be the top level contributor/specialist of most phases of systems analysis, while considering the business implications of the application of technology to the current and future business environment.</td>
</tr>
<tr>
<td>Application Systems Analyst I</td>
<td>3 years</td>
<td>Bachelor's Degree in Computer Science, Engineering or other related discipline</td>
<td>Formulates/defines system scope and objectives. Devises or modifies procedures to solve problems considering computer equipment or COTS or software capacity and limitations, operating time, and form of desired results. Prepares detailed specifications for programs. Assists in the design, development, testing, implementation, and documentation of new software and enhancements of existing applications. Works with project managers, developers, and end users to ensure application designs meet business requirements. Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents those programs. Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks,</td>
</tr>
<tr>
<td>Application Systems Analyst II</td>
<td>6 years experience in related discipline</td>
<td>Bachelor's Degree in Computer Science, Engineering or other related discipline</td>
<td>Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment or COTS or software capacity and limitations, operating time, and form of desired results. Prepares detailed specifications for programs. Leads in the design, development, testing, implementation, and documentation of new software and enhancements of existing applications. Works with project managers, developers, and end users to ensure application designs meet business requirements. Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents those programs. Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Assists all phases of software systems programming applications. Evaluates new and existing software products.</td>
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<tr>
<td>System Administrator I</td>
<td>2 years experience in related discipline</td>
<td>Bachelor's Degree in related discipline or the equivalent experience</td>
<td>Provides technical support in the installation and maintenance of systems/data bases. Assists in the evaluation of hardware and software. Installs network hardware and software including network operating systems. Monitors data communications to ensure network is available to users. Troubleshoots and resolves routine problems.</td>
</tr>
<tr>
<td>System Administrator II</td>
<td>5 years experience in related discipline</td>
<td>Bachelor's Degree in related discipline or the equivalent experience</td>
<td>Installs, maintains and coordinates use of the LAN/WAN. Evaluates hardware and software. Enforces security procedures, installs network software and manages network performance. Troubleshoots and resolves complex problems. Implements and coordinates network policies, procedures and standards.</td>
</tr>
<tr>
<td>Role</td>
<td>Years Experience</td>
<td>Degree or Experience</td>
<td>Responsibilities</td>
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<tr>
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<tr>
<td>Subject Matter Expert</td>
<td>15 years</td>
<td>PhD in Scientific, Engineering or Business Discipline or the equivalent experience</td>
<td>Serves as subject matter expert, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.</td>
</tr>
<tr>
<td>Help Desk Specialist II</td>
<td>2 years</td>
<td>AA Degree</td>
<td>Responds to and diagnoses problems through discussion with users. Ensures a timely process through which problems are controlled. Includes problem recognition, research, isolation, resolution, and follow-up steps. Supervises operation of help desk and serves as focal point for customer concerns. Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Provides second-tier support to end users for either PC, server, or mainframe applications or hardware. Interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Simulates or recreates user problems to resolve operating difficulties. Recommends systems modifications to reduce user problems.</td>
</tr>
<tr>
<td>Health IT (HIT) Project Manager</td>
<td>Minimum three (3) years of HIT experience with Bachelor’s degree OR minimum of one (1) year of HIT experience with Master’s degree OR minimum five (5) years of experience with no degree.</td>
<td>Bachelor’s Degree in Business, Management or related discipline</td>
<td>Ability to oversee and orchestrate and performs day-to-day management of assigned delivery order projects that involve teams of HIT consultants and technical experts and analyst. Possesses knowledge of Health IT systems both in commercial and government domain. Has knowledge of health IT protocols, data governance mandates and regulations on handling health IT systems and data. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order</td>
</tr>
<tr>
<td>Position</td>
<td>Minimum Experience</td>
<td>Degree Required</td>
<td>Responsibilities</td>
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</tr>
<tr>
<td>Health IT Senior Systems Engineer</td>
<td>Minimum four (4) years of experience with bachelor’s degree OR minimum of two (2) years of experience with master’s degree OR minimum six (6) years of experience with no degree.</td>
<td>Bachelor’s Degree in Computer Science or related discipline</td>
<td>Projects, including assessment of staff and expenditure of ODCs. Demonstrates writing and oral communication skills. Supervise the selection and installation of HIT computer systems by providing technical advice and support, and by helping organizations acquire and set up affordable, workable data processing systems suited to current and projected HIT needs. Serves as the primary HIT technical resource for customers. Closely involved in installation and maintain contact with their customers. Analyze the customer's daily operations and confer with managers and other personnel to determine the customer's information handling needs. Recommend appropriate HIT hardware, software, and accessories to the customer. Works with the customer to develop written proposals and give product demonstrations. Evaluates the technical capabilities of the customer's staff to determine training requirements, prepares and conducts classes and seminars. Responsible for monitoring systems and, and providing additional guidance. Engage in problem solving or assisting with special projects, such as helping customers design and implement their own programs. Ability to provide technical and administrative direction for personnel responsible for network design, implementation, and operations tasks, including the review of work products for correctness, adherence to the design concept and to user standards and progress in accordance with schedules.</td>
</tr>
<tr>
<td>Health IT Senior Data Architect</td>
<td>Minimum five (5) years of experience with bachelor’s degree OR minimum of three (3) years of experience with master’s degree OR minimum eight (8) years of experience with no degree.</td>
<td>Bachelor’s Degree in Computer Science or related discipline</td>
<td>Ability to lead a team of HIT specialists in developing data repositories, and data models in support of complex and highly sophisticated Data warehousing applications. Ability to develop HIT Data related strategies and their implementation their off. Ability to create data governance methodologies and their implementation. Ability to lead technical architectures for complex and highly sophisticated data interfaces from various systems. Ability to develop and execute HIT architecture strategies, feasibility studies, and integration analyses. Ability to supervise and provide guidance in implementing various HIT architectures. Able to independently gather and define the architecture requirements and ensure that the architectures are compatible and in compliance with the appropriate IT organization and project standards.</td>
</tr>
<tr>
<td>Health IT Senior Software Engineer</td>
<td>Minimum five (5) years of experience with bachelor’s degree OR minimum of three (3) years of experience with master’s degree OR minimum seven (7) years of experience with no degree.</td>
<td>Bachelor’s Degree in Business, Management or related discipline</td>
<td>Ability to lead or direct of team of HIT software engineers developing and maintaining HIT operating systems, applications software, database packages, compilers, assemblers, utility programs and other highly complex system software requirements. Ability to modify and create special purpose HIT software and ensure systems efficiency and integrity. Ability to analyze HIT systems.</td>
</tr>
</tbody>
</table>
requirements and design specifications. Ability to develop block diagrams and logic flow charts. Ability to translate detailed systems designs into executable software. Ability to test, debug, and refine software to produce the required product. Ability to prepare required documentation, including project plans and software program documentation. Creates and/or maintains operating systems, communications software, database packages, compilers, assemblers, and utility programs. Ability to lead or supervise a team of HIT specialists in developing, managing, maintaining, and evaluating current state-of-the-art computer hardware, software, and software development tools. Manages the development, testing and maintenance of HIT computer programs to ensure that the application meets the needs of the users of the system. Responsibilities include: Assist systems analysts and/or designers in researching and documenting HIT computer user requirements. Ability to lead a team of HIT specialists involved in combining a multitude of complex system and software packages.

Health IT Mid Level Software Engineer

Minimum two (2) years of experience with bachelor’s degree OR minimum of one (1) year of experience with master’s degree OR minimum four (4) years of experience with no degree

Bachelor’s Degree in Business, Management or related discipline

Ability to develop and maintain HIT operating systems, applications software, database packages, compilers, assemblers, and utility programs with minimal oversight. Ability to modify and create special purpose HIT software and ensure HIT systems efficiency and integrity. Ability to develop block diagrams and logic flow charts. Ability to translate detailed design into computer software. Ability to test, debug, and refine the HIT computer software to produce the required product. Assists with the creation of and/or assists with the maintenance of HIT operating systems, communications software, database packages, compilers, assemblers, and utility programs. Ability to modify existing, standard software. Ability to convert computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators and recommend better utilization of operating systems capabilities to improve system efficiency through conversion or migration - all with minimal oversight. Assists with the management, development, testing and maintenance of HIT computer programs to ensure that the application meets the needs of the users of the system. Responsibilities include: Assist HIT systems analysts and/or designers in researching and documenting computer user requirements; Analysis of objectives and problems identified by analysts and/or designers.

Health IT Systems Administrator

Minimum four (4) years of experience with bachelor’s degree OR

Bachelor’s Degree in Computer Science or related discipline

Supervises and manages the daily activities of configuration and operation of HIT business systems which may be
<table>
<thead>
<tr>
<th>Role</th>
<th>Minimum Required Experience and Education</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health IT Network Administrator</td>
<td>Minimum three (3) years of experience required with bachelor’s degree or associate degree OR minimum of four (4) years of experience required with no degree, Bachelor’s Degree in Computer Science or related discipline</td>
<td>Responsible for implementing, maintaining, supporting, developing and, in some cases, designing communication networks within an HIT organization or between HIT organizations. Ability to ensure the integrity of high availability network infrastructure to provide maximum performance for their users for HIT systems. Ability to install network and computer systems for HIT organizations and maintaining, repairing and upgrading network and computer systems. Ability to analyze where communications are going to be needed, create plans for the network, present it to senior management, be up-to-date on the latest technology, understand and determine the hardware and wiring needs for HIT organizations.</td>
</tr>
<tr>
<td>Health IT Subject Matter Expert</td>
<td>Minimum five (5) years of experience with bachelor’s degree OR minimum of three (3) years of experience with master’s degree OR minimum of eight (8) years of experience with no degree, Bachelor’s Degree in Computer Science or related discipline</td>
<td>Ability to lead a team of HIT specialists in analyzing health related data in the data repositories. Design and create reports for analyzing the Health IT related data. Design and create dashboards as necessary to analyze, pivot and aggregate data. Design, develop and implement data loading scripts to load the data into the data repositories. Manipulate data as necessary to consolidate data from various sources to load it to a data warehouse or a data repository. Possess expert level data analysis techniques and implement them to fulfill the requirements at hand. Design and develop Extraction, Transformation and loading (ETL) scripts to manipulate and load Health data. Ability to supervise and provide guidance in implementing various HIT data repositories. Able to independently gather and define the data architecture requirements and ensure that the architectures are compatible and in compliance with the appropriate IT organization and project standards.</td>
</tr>
</tbody>
</table>

2. Maximum order. $500,000

3. Minimum order. $100.00

4. Geographic coverage (delivery area). 50 United States; District of Columbia; Puerto Rico

5. Point(s) of production (city, county, and State or foreign country). Not Applicable

7. Quantity discounts. None

8. Prompt payment terms. Net 30

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

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin). None.

11a. Time of delivery. (Contractor insert number of days.) As negotiated with ordering agency and the contractor.

11b. Expedited Delivery. As negotiated with ordering agency and the contractor.

11c. Overnight and 2-day delivery. As negotiated with ordering agency and the contractor.

11d. Urgent Requirements. As negotiated with ordering agency and the contractor.

12. F.O.B. point(s). Destination.

13a. Ordering address.
   1 N Broad St Ste B
   Luray, VA 22835-1147

13b. 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.
   1 N Broad St Ste B
   Luray, VA 22835-1147

15. Warranty provision. None.

16. Export packing charges, if applicable. Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). None.

18. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

19. Terms and conditions of installation (if applicable). Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

20a. Terms and conditions for any other services (if applicable). Not Applicable

21. List of service and distribution points (if applicable). Not Applicable

22. List of participating dealers (if applicable). Not Applicable

23. Preventive maintenance (if applicable). Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/ www.jpitechnology.com
25. Data Universal Number System (DUNS) number. 079151871

26. Contractor is registered in the SAM database. Valid until 06/02/2018.
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

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

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

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

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 SERVICES


(DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

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

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 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.


(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 PROFESSIONAL SERVICES AND PRICING
See the labor categories and pricing, set forth above on Page 2.
 TERMS AND CONDITIONS APPLICABLE TO
HEALTH INFORMATION TECHNOLOGY (IT) SERVICES
(SPECIAL ITEM NUMBER 132-56)

1. SCOPE
   a. The labor categories, prices, terms and conditions stated under Special Item Number 132-56 Health Information Technology Services apply exclusively to Health IT Services within the scope of this Information Technology Schedule.
   b. This SIN is limited to Health IT Services only. Software and hardware products are out of scope. Hardware and software can be acquired through different Special Item Numbers on IT Schedule 70 (e.g. 132-32, 132-33, 132-8).
   c. This SIN provides ordering activities with access to Health IT services.
   d. Health IT Services provided under this SIN shall comply with all Healthcare certifications and industry standards as applicable at the task order level.
   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 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 Health 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. All travel will be agreed upon with the client prior to the Contractor’s travel.

4. 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-
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 (Dec 2007) Rights in Data – General, may apply.

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

7. INDEPENDENT CONTRACTOR

All Health 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.

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.

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.

9. INVOICES

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

10. RESUMES

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

Incidental support costs are not considered part of 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.

12. 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.

13. DESCRIPTION OF HEALTH IT SERVICES AND PRICING

a. The Contractor shall provide a description of each type of Health IT Service offered under Special Item Numbers 132-56 Health IT Services and it should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all Health IT Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

See Page 5, above.
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP
All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER
Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT
FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES
a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services
b. 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 requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has
been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY
a. Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.

Manufacturer standard warranty applies. Varies from 90 days to one year to lifetime.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDERED EQUIPMENT
The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT
When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).