



GENERAL SERVICE ADMINISTRATION

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE, AND SERVICES

CONTRACT NUMBER: GS35F468CA
SPECIAL ITEM NUMBER: SIN 132-51, INFORMATION TECHNOLOGY
PROFESSIONAL SERVICES
CONTRACT PERIOD: AUGUST 17, 2015 – AUGUST 16, 2020
BUSINESS SIZE: SERVICE DISABLED VETERAN OWNED SMALL
BUSINESS (SDVOSB)



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On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

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Information for Ordering Activities

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

Customer Information

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

132 51 Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** See Section titled *Pricing* below

1c. **HOURLY RATES:** See Section titled *Pricing* below

2. **MAXIMUM ORDER:** \$500,000

3. **MINIMUM ORDER:** \$500

4. **GEOGRAPHIC COVERAGE:** 48 contiguous states, Alaska, Hawaii, Washington D.C., Puerto Rico, U.S. Territories, and to a port or consolidation point within the aforementioned locations for orders that are received from overseas activities.

5. **POINT(S) OF PRODUCTION:** Not Applicable

6. **DISCOUNT FROM LIST PRICES:** 7%

7. **QUANTITY DISCOUNT(S):** Not Applicable

8. **PROMPT PAYMENT TERMS:** NET 30 Days

9.a **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**

9.b **Government Purchase Cards are accepted above the micro-purchase**

10. **FOREIGN ITEMS:** Not Applicable

11a. **TIME OF DELIVERY:** TBD @ Task Order Level

11b. **EXPEDITED DELIVERY:** TBD @ Task Order Level

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Contractor

- 11d. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
 - 12. **FOB POINT:** Not Applicable
 - 13a. **ORDERING ADDRESS:** 45 Almeria Avenue, Coral Gables, FL 33134
 - 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:** 45 Almeria Avenue, Coral Gables, FL 33134
 - 15. **WARRANTY PROVISION:** Not Applicable
 - 16. **EXPORT PACKING CHARGES:** Not Applicable
 - 17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Not Applicable
 - 18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** 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 AVAILABLE):** 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):** N/A
 - 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
 - 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
-

- 24b. **Section 508 Compliance for EIT:** N/A
- 25. **DUNS NUMBER:** 142428510
- 26. **Contractor has an active registration in the SAM database**

Labor Category Description

SYSTEMS ENGINEER:

Responsible for designing and implementing information and telecommunications systems which will adequately support and protect the enterprise infrastructure of the organization. Analyzes system requirements of the organization and ensures that systems will offer the proper level of cybersecurity, and will be effectively integrated with current applications. Ensures that all systems are working at optimal levels and offers support to application development department regarding new technologies and system requirements. Has thorough knowledge of infrastructure, application programming, and web and software applications. Has knowledge of commonly-used concepts, practices, and procedures within a particular field.

Pricing

Discount Price Effective date: January 1, 2015

Systems Engineer \$93 per hour

Offeror is offering one set of rates that applies whether work is performed at the Customer’s Facility or Contractor’s Facility.

JohnsTek, Inc. maintains commercial market pricing and maintains that economic price adjustments under a resultant contract will be tied to clause I-FSS-969 – Economic Price Adjustment – FSS Multiple Award Schedule (JAN 2002), paragraph (b) (2) (adjustments based on agreed-upon publically available market indicator. The requested publically available market indicator is **ECI (Employment Cost Index) Table 5 Compensation not seasonally adjusted.**

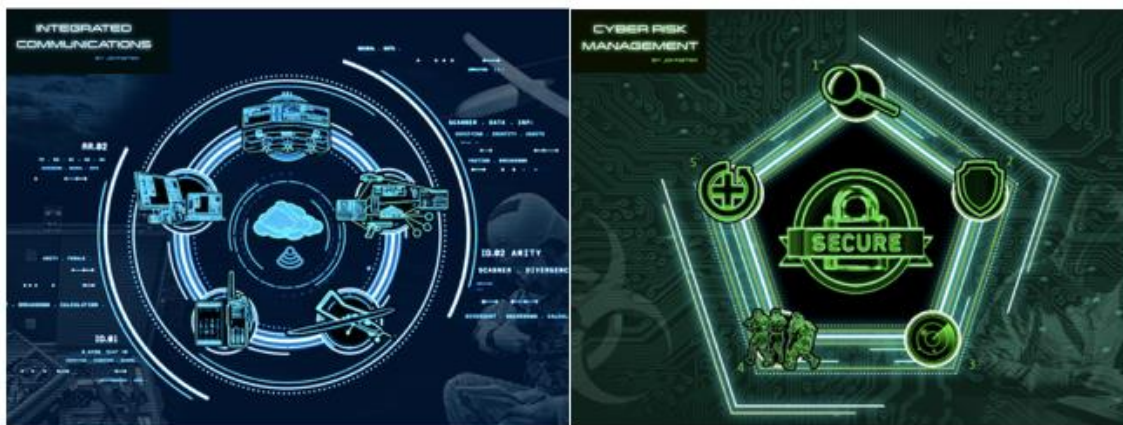
The prices offered to GSA are equal to or better than the offeror’s designated Most Favored Customer(s), and there are no commercial sales deviations that would result in a commercial customer receiving rates lower than the offered GSA rates.

Offeror acknowledges that any travel will be handled in accordance with clause C-FSS-370, Contractor Tasks/Special Requirements (NOV 2003). The offeror acknowledges that costs for transportation, lodging, meals and incidental expenses incurred by the contractor in performance of specific task orders are allowable subject to limitations contained in the Federal Travel Regulation and/or Joint Travel Regulations. Costs pertaining to travel are **not** included in the prices offered, and will be offered at the task order level only as applicable.

JohnsTek Overview

JohnsTek Inc is a Certified Service Disabled Veteran Owned Small Business (SDVOSB) Strategic Technology Engineering firm specializing in the design, integration, and service of cutting edge technology platforms. JohnsTek's offerings enable mission critical systems that ensure the timely exchange of information and platform agnostic interoperability of voice and data communications systems. In an increasingly complex and fluid environment JohnsTek is a key enabler in missions that call for adaptive and secure communications, analysis, and information sharing. We ensure client success through a top down strategic design and bottom up integration and implementation.

JohnsTek, Inc. (aka JohnsTek) is a Strategic Technology Engineering company and has been Energy, Health, Defense, Intelligence and Law Enforcement Communities with unique technology products and services that provide **Systems Integration** and **Cybersecurity**. Within this framework, JohnsTek's products support Big Data Management, Information Assurance, Emergency Management, Information Sharing, Risk Management, and Policy Development since their inception in October 2003.



Corporate Management Staff

Scott A. Johnston, President

Mr. Johnston has over 30 years of experience in the areas of national security, technology implementation, communications, and information management. He served as a Military Intelligence officer with the United States Army, specializing in Counter Terrorism and Counter Drug operations. Additionally, he was an Executive with the Department of Homeland Security as the executive manager for Law Enforcement Information Sharing, developing policy and incorporating information systems of all government agencies and state authorities. Mr. Johnston continues to

support US and Latin American National Security through development and integration of technology specifically designed to support National Security, Intelligence and Counter Drug.

Jaime L. Vila, General Manager

Mr. Vila is a national security specialist and technology integrator with 25 years of experience. He is a former senior military official specializing in military operations planning, aerial sensor systems, and advising military executives in Latin America. He combines superb technical abilities in communications and network planning with keen managerial and leadership skills to successfully accomplish all tasks regardless of complexity and time constraints. Mr. Vila has extensive experience with National Security and Counter Insurgency initiatives in Latin America and the Caribbean, leading the design, development and construction of several operations centers in areas engaged in conflict, requiring particular concentration in area security, cyber security, and policy development.

Terms and Conditions

	Element	Government	(MFC)
a.	Basic Discount Terms --SINS 132-51		
b.	F.O.B. Terms	Destination	Destination
c.	Payment Terms (Net and Prompt Pay)	NET 30	NET 30
d.	Delivery Terms	Task Order Level	As agreed at time of purchase
e.	Expedited Delivery Terms (Number of days/hours)	N/A	N/A
f.	Warranty Terms	N/A	N/A
g.	Quantity / Volume Discount (Terms & method of calculation)	Per Order / 7%	\$100,000.00 / 5%
h.	Minimum Order	\$500.00	\$1,000.00
i.	Restocking Policy (if applicable)	N/A	N/A

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

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT 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. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services 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 IT Professional 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.