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

SCHEDULE TITLE: Multiple Award Schedule

Special Item Number: 54151S: Information Technology Professional Services

FSC Service Code: D399 IT and Telecom – Other IT and Telecommunications

Contract Number: GS-35F-582GA

Contract Period: August 1, 2017 through July 31, 2022

Modification Number: PS-A812, Dated February 10, 2020

CONTRACTOR: Cognitive Professional Services Inc.
16333 S. Great Oaks Dr., Suite 121
Round Rock, TX 78681
Phone number: 703-562-0600
Fax number: 703-562-0601
E-Mail: Tom.Do@cog-ps.com
Website: www.cog-ps.com

CONTRACTOR’S ADMINISTRATION SOURCE:
Tam K. Do
Vice President of Strategic Initiatives
Phone number: 703-562-0602
Fax number: 703-562-0601
E-Mail: Tom.Do@cog-ps.com

BUSINESS SIZE: Economically Disadvantaged Woman-Owned Small Business
**Customer Information**

1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.

*Special Item Number 54151S Information Technology Professional Services*

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

See Approved GSA Pricing

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

*Hourly rates are not applicable.*

2. Maximum order.

$500,000

3. Minimum order.

$100

4. Geographic coverage.

*The Geographic Scope of Contract will be domestic and overseas delivery.*

5. Point of production.

*Same as company address*

6. Discount from list prices or statement of net price.

*Prices shown are NET Prices; Basic Discounts have been deducted.*

7. Quantity discounts.

*None*

8. Prompt payment terms.

*0% - net 30 days from receipt of invoice or date of acceptance, whichever is later.*

9a. The Government purchase Card will be accepted for payment on orders below the micro-purchase threshold.

9b. The Government purchase Card will be accepted for payment on orders above the micro-purchase threshold.
10. Foreign items.
   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.

11a. Time of delivery.
   
<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>As Negotiated</td>
</tr>
</tbody>
</table>

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
   As negotiated on the task order level.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
   As negotiated on the task order level.

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.
   As negotiated on the task order level.

12. F.O.B. point.
   Destination

13a. Ordering address.
   16333 South Great Oaks Drive,
   Suite 121,
   Round Rock, TX 78681

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.
   16333 South Great Oaks Drive,
   Suite 121,
   Round Rock, TX 78681

15. Warranty provision. Not Applicable

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 are not applicable.

19. Terms and conditions of installation are not applicable.

20. Terms and conditions of repair parts are not applicable.

20a. Terms and conditions for any other services. See critical information section for SIN specific warranty information.

21. List of service and distribution points:
   16333 South Great Oaks Drive,
   Suite 121,
   Round Rock, TX 78681

22. List of participating dealers is not applicable.

23. Preventive maintenance is not applicable.

24a. Special attributes such as environmental attributes are 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/. http://www.cog-ps.com

25. Data Universal Number System (DUNS) number: 624531141 and CAGE CODE: 02WQ8

26. Notification regarding registration in SAM.gov database: Contractor has an Active Registration in the SAM database.
Terms And Conditions Applicable To SIN 54151S

1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S 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

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 54151S 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.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor’s Degree in Computer Science
## GSA Pricing

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>IT Systems Engineer</td>
<td>$78.99</td>
</tr>
<tr>
<td>54151S</td>
<td>Program Manager</td>
<td>$177.73</td>
</tr>
<tr>
<td>54151S</td>
<td>Project Manager</td>
<td>$124.73</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems Administrator</td>
<td>$167.86</td>
</tr>
<tr>
<td>54151S</td>
<td>System Analyst</td>
<td>$98.74</td>
</tr>
<tr>
<td>54151S</td>
<td>Technology Analyst</td>
<td>$167.86</td>
</tr>
<tr>
<td>54151S</td>
<td>Sr. Technology Consultant</td>
<td>$197.48</td>
</tr>
<tr>
<td>54151S</td>
<td>Trainer</td>
<td>$167.86</td>
</tr>
<tr>
<td>54151S</td>
<td>QA Manager</td>
<td>$93.80</td>
</tr>
<tr>
<td>54151S</td>
<td>Configuration Manager</td>
<td>$93.80</td>
</tr>
</tbody>
</table>
Labor Category Descriptions

**Job Title:** IT Systems Engineer  
**Functional Responsibilities:** Performs by assisting in the analysis of existing systems and the definition, design and development of new system requirements. Identifies, analyzes and may resolve program support deficiencies. Participates in the determination of system specifications, input/output processes and working parameters for hardware/software compatibility.  
**Minimum Years of Experience:** Three (3) years of related experience  
**Minimum Educational / Degree Requirements:** Bachelor’s Degree or technical training equivalent in a subject matter related field required.

**Job Title:** Program Manager  
**Functional Responsibilities:** Manage and direct technical project/program personnel to ensure objectives are met with top quality and levels of performance. Manage large projects within the program involving multi-functional talking and substantial complexity. Plan and supervise major system life cycle support tasks/functions including requirements definition, acquisition, integration, test and evaluation, fielding/installation, and disposition.  
**Minimum Years of Experience:** At least three (3) to five (5) years’ experience in project management.  
**Minimum Educational / Degree Requirements:** Bachelor’s Degree or technical training equivalent in a subject matter related field required. Masters’ Degree preferred.

**Job Title:** Project Manager  
**Functional Responsibilities:** Provide leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of project transitioning. Direct completion of tasks within estimated timeframes and budget constraints. Schedule and assign duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforce work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Interface with the Contractor’s Program Manager as well as Government management personnel including, but not limited to, the Contracting Officer and the Contracting Officer’s Technical Representative.  
**Minimum Years of Experience:** At least three (3) to five (5) years’ experience in project management.  
**Minimum Educational / Degree Requirements:** Bachelor’s Degree or technical training equivalent in a subject matter related field required. Masters’ Degree preferred.

**Job Title:** Systems Administrator  
**Functional Responsibilities:** Provides system backup/recovery, basic software management, security management, and library management, operating computer systems in different operating environments, sizing, performance, tuning, hardware/software trouble shooting and resource allocation.  
**Minimum Years of Experience:** Two (2) years of entry-level position with knowledge of computer systems and data communications.  
**Minimum Educational / Degree Requirements:** Bachelor’s Degree or technical training equivalent in a subject matter related field required.

**Job Title:** Systems Analyst  
**Functional Responsibilities:** Assess requirements for new or modified management information systems, perform detailed systems design, prepare written specifications, data modeling, programming, and conduct module and integration tests.  
**Minimum Years of Experience:** Two (2) years’ experience in systems analysis and database management.
Minimum Educational / Degree Requirements: Bachelor’s Degree or technical training equivalent in a subject matter related field required.

Job Title: Technology Analyst

Functional Responsibilities: Develop functional and technical information system designs. Supervise business integration analysts in the development of software designs, computer programming, system testing or training curricula. Lead business process redesign teams in the development of new business process architectures. Design training programs for information systems users. Participate in quality reviews to ensure work complies with specified standards. Develop team work plans. Perform workflow analyses. Design and manage databases. Define information systems requirements. Assist in project budget preparation. Possess special skills in premium technologies, such as packaged enterprise software tools and other premium market-driven technologies.

Minimum Years of Experience: Two (2) years’ experience in information systems analysis, change management efforts or business process redesign.

Minimum Educational / Degree Requirements: Bachelor’s Degree or technical training equivalent in a subject matter related field required.

Job Title: Sr. Technology Consultant

Functional Responsibilities: Develop functional and technical information system designs. Supervise business integration analysts in the development of software designs, computer programming, system testing or training curricula. Lead business process redesign teams in the development of new business process architectures. Design training programs for information systems users. Participate in quality reviews to ensure work complies with specified standards. Develop team work plans. Perform workflow analyses. Design and manage databases. Define information systems requirements. Assist in project budget preparation. Possess special skills in premium technologies, such as packaged enterprise software tools and other premium market-driven technologies.

Minimum Years of Experience: Five (5) years’ experience in information systems implementation, change management efforts or business process redesign.

Minimum Educational / Degree Requirements: Bachelor’s Degree or technical training equivalent in a subject matter related field required.

Job Title: Trainer

Functional Responsibilities: Provide training to as specified in contract. Prepare all instruction materials (course outlines, background material, and training aids, course manuals, workbooks, handouts, completion certificates, and course critique forms, etc).

Minimum Years of Experience: At least three (3) years’ experience in developing and presenting end user training in the areas of voice and data services including networks, terminal equipment, software, and system operation.

Minimum Educational / Degree Requirements: Bachelor’s Degree or technical training equivalent in a subject matter related field required.

Job Title: QA Manager

Functional Responsibilities: The QA Manager responsibilities include: Preparation and maintenance of the project schedule and budget. QA engagement for an ISO auditing program. Preparation and delivery of status reports to the customer. Oversee all work and take corrective action as necessary to ensure overall project success. Manage staffing, budget, prioritization, and other personnel matters. Coordination of the master project plan and on-time delivery of key deliverables. This position will also provide support for Quality Assurance and CMMI activities. Provide direction for the company’s Quality Assurance activities.
This would be done by building effective working relationships with all related groups and people, participation in the standardization of quality system processes, development and execution of plans for continuous improvement, and provide opportunities for personal and professional development of associates. Support the CMMI compliancy and produce opportunities for personal and professional development of associates. Support the CMMI compliancy and CMMI III certification. Assess every project’s CMMI compliancy and produce QADR’s (Quality Assurance Deficiency Report) if needed and present the QADR’s to senior management

**Minimum Years of Experience:** At least three (3) years of QA experience and five+ (5) years program and project management experience.

**Minimum Educational / Degree Requirements:** Bachelor’s Degree or equivalent.

**Job Title:** Configuration Manager

**Functional Responsibilities:** Responsible for the execution of the Process (directly perform or delegate responsibilities). Includes operating the defined and agreed process, ensuring it interfaces with all other relevant processes, reviewing the effectiveness and efficiency of the process, performing process audits and managing the process improvement cycle. Responsible for the deployment of the process. Evaluates performance metrics against the defined critical success factors and institutes actions to correct shortcomings or further streamline the process as necessary. Interfaces with other processes and/or business functions to ensure they are able to leverage the benefits provided by the Configuration Management process. Directs, prioritizes and schedules audits; ensures that any corrective action identified in Process and/or Database audits is carried out. Manages the evaluation of Configuration Management tools and recommend those that best meet the organizations requirements. Ensures appropriate security and access levels to the Configuration Management System. Plans and manages population of the Configuration Management System, including discovery and other data import methods. Produces reports and Management information, including impact analysis reports and Configuration status reports. Identifies opportunities and submits proposals for improvement with respect to tools, staff, training, process, procedures and work instructions.

**Minimum Years of Experience:** At least three (3) years of configuration management experience and five+ (5) years program and project management experience.

**Minimum Educational / Degree Requirements:** Bachelor’s Degree or equivalent.