

**General Services Administration**  
**Federal Supply Service**  
**Authorized Federal Supply Schedule Price List**

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**Multiple Award Schedule (MAS)**

<b>Special Item Number 54151:</b> PSC Class J070: Applicable NAICS:	<b>Software Maintenance Services</b> Maintenance of Software 541511, Custom Computer Programming Services 541512, Custom Computer Design Services
<b>Special Item Number 54151S:</b> PSC Class D399: Applicable NAICS	<b>Information Technology Professional Services</b> Other Information Technology Services 541511, Custom Computer Programming Services 541512, Custom Computer Design Services 541519, Other Computer Related Services
<b>Special Item Number OLM</b>	<b>Order-Level Materials</b> Specified at the order-level

**Contract Number: 47QTCA18D003K**

**Contract Period: December 8, 2017 – December 7, 2022**

**TapHere! Technology, LLC (TapHere)**

10440 Balls Ford Road, Suite #250

Manassas VA 20109

703-334-4147

703-991-6231 (fax)

[TapHere.com](http://TapHere.com)

**Business Size: Small**



**Pricelist Effective Date: March 24, 2020**

For more information on ordering from GSA Federal Supply Schedules see:  
<https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/about-gsa-schedules>

**TABLE OF CONTENTS**

**1a Services Price List .....1**

**1a.1 Education and Experience Equivalencies .....2**

**1b Lowest Price.....2**

**1c Hourly Rate.....2**

**2.0 Maximum Order .....3**

**3.0 Minimum Order .....3**

**4.0 Geographic Coverage.....3**

**5.0 Points of Production.....3**

**6.0 Discount.....3**

**7.0 Quantity Discount .....3**

**8.0 Prompt Payment Terms.....3**

**9.0 Government Purchase Cards .....3**

**10.0 Foreign Items .....3**

**11.0 Delivery .....3**

**12.0 FOB Point.....4**

**13.0 Ordering.....4**

**14.0 Payment Address.....4**

**15.0 Warranty Provision.....4**

**16.0 Export Packing Charges.....4**

**17.0 Terms and Conditions of Government Purchase Card Acceptance.....4**

**18.0 Terms and Conditions of Rental, Maintenance, and Repair.....4**

**19.0 Terms and Conditions of Installation.....4**

**20.0 Terms and Conditions of Repair Parts .....4**

**21.0 List of Service and Distribution Points .....4**

**22.0 List of Participating Dealers.....4**

**23.0 Preventative Maintenance .....4**

**24.0 Attributes .....4**

**25.0 Data Universal Number System (DUNS) .....5**

**26.0 System for Award Management (SAM) Database .....5**

**Appendix A: Terms and Conditions for SIN 54151.....6**

**Appendix B: Terms and Conditions for SIN 54151S.....10**

**1a Services Price List**

The awarded Special Item Numbers (SINs) are:

- **54151:** Software Maintenance Services
- **54151S:** Information Technology Professional Services
- **OLM:** Order-Level Materials – specified at the order-level

The cross-reference to Labor Categories, levels, and awarded prices (hourly rates) are shown below:

SIN	Labor Category: Function	Level	Minimum Experience*	Minimum Education**	Hourly Rate
54151 54151S	<b>Cloud Engineer:</b> Designs, develops, implements, and sustains enterprise level, multi-user, big data aggregation, analysis, and reporting systems using Cloud computing tools such as Amazon Web Services (AWS).	1	0-2	Bachelor's	\$75.63
		2	2-5	Bachelor's	\$99.99
		3	5-9	Bachelor's	\$122.95
		4	9-12	Bachelor's	\$154.85
		5	12+	Bachelor's	\$182.15
54151 54151S	<b>Configuration Management:</b> Builds source and version controls for software and hardware components. Performs quality assurance configuration support and troubleshooting. Manages software and hardware baselines.	1	0-2	Bachelor's	\$51.05
		2	2-5	Bachelor's	\$61.90
		3	5-9	Bachelor's	\$75.63
		4	9-12	Bachelor's	\$99.99
		5	12+	Bachelor's	\$122.95
54151 54151S	<b>Database Engineer:</b> Designs, develops, configures, tunes, administers, and sustains new and existing unstructured and structured databases. Builds scripts and stored procedures using Structured Query Language (SQL).	1	0-2	Bachelor's	\$61.90
		2	2-5	Bachelor's	\$75.63
		3	5-9	Bachelor's	\$99.99
		4	9-12	Bachelor's	\$122.95
		5	12+	Bachelor's	\$154.85
54151 54151S	<b>DevOps Engineer:</b> Builds, configures, troubleshoots, and integrates new and existing servers and microservices to provide system enhancements using infrastructure, compliance and application automation.	1	0-2	Bachelor's	\$61.90
		2	2-5	Bachelor's	\$75.63
		3	5-9	Bachelor's	\$99.99
		4	9-12	Bachelor's	\$122.95
		5	12+	Bachelor's	\$154.85
54151S	<b>ISR Analyst:</b> Support / manages ISR assets and sensors to support customer missions. Creates collection management strategies based on operational needs and knowledge of platform capabilities.	1	0-2	Bachelor's	\$51.05
		2	2-5	Bachelor's	\$61.90
		3	5-9	Bachelor's	\$75.63
		4	9-12	Bachelor's	\$99.99
		5	12-15	Master's	\$122.95
SME	15+	Master's	\$132.99		
54151 54151S	<b>Program Manager:</b> Plans, organizes, and directs all project-level activities. Ensures goals and tasks are accomplished within contract terms and conditions. Generates / delivers deliverables. Interfaces with client management.	1	0-2	Bachelor's	\$75.63
		2	2-5	Bachelor's	\$99.99
		3	5-9	Bachelor's	\$122.95
		4	9-12	Master's	\$154.85
		5	12+	Master's	\$182.15
54151 54151S	<b>Quality Assurance Analyst:</b> Responsible for developing test cases and performing manual and automated software testing in support of application development and integration initiatives.	1	0-2	Bachelor's	\$51.05
		2	2-5	Bachelor's	\$61.90
		3	5-9	Bachelor's	\$75.63
		4	9-12	Bachelor's	\$99.99
		5	12+	Bachelor's	\$122.95
54151S	<b>RF Engineer:</b> Designs, develops, documents, and tests Digital Signal Processing (DSP) software modules for software radio RF modulation / demodulation and digital codecs. Creates RF filters, digital signal decoders and baseband digitized data.	1	0-2	Bachelor's	\$51.05
		2	2-5	Bachelor's	\$61.90
		3	5-9	Bachelor's	\$83.83
		4	9-12	Bachelor's	\$107.14
		5	12-15	Bachelor's	\$132.99
SME	15+	Master's	\$154.85		

54151 54151S	<b>Security Engineer:</b> Performs, reviews, and documents technical security assessments on computing environments to identify points of cyber vulnerability, compliance or non-compliance with established Network Security and Information Assurance standards.	1 2 3 4 5	0-2 2-5 5-9 9-12 12+	Bachelor's Bachelor's Bachelor's Bachelor's Bachelor's	\$51.05 \$61.90 \$83.83 \$107.14 \$132.99
54151 54151S	<b>Software Engineer:</b> Builds, tests, and documents complex, mature software applications to technical specifications. Locates and repairs problems in the code. Enhances the framework of an existing product.	1 2 3 4 5	0-2 2-5 5-9 9-12 12+	Bachelor's Bachelor's Bachelor's Bachelor's Master's	\$61.90 \$75.63 \$99.99 \$122.95 \$154.85
54151S	<b>Systems Administrator:</b> Builds, configures, troubleshoots, and integrates servers and enterprise infrastructure. Diagnoses and corrects computer issues and defines and implements new services to achieve maximum availability.	1 2 3 4 5 SME	0-2 2-5 5-9 9-12 12-15 15+	Bachelor's Bachelor's Bachelor's Bachelor's Bachelor's Bachelor's	\$51.05 \$61.90 \$75.63 \$99.99 \$122.95 \$132.99
54151S	<b>Systems Analyst:</b> Supports operating systems, hardware, and software tools for installation, configuration, maintenance, and training. Identifies alternatives for optimization. Analyzes / prepares reports on system metrics.	1 2 3 4 5	0-2 2-5 5-9 9-12 12+	Bachelor's Bachelor's Bachelor's Bachelor's Bachelor's	\$51.05 \$61.90 \$75.63 \$99.99 \$122.95
54151 54151S	<b>Systems Engineer:</b> Provides lifecycle systems engineering, including requirements management, systems architecture / design, documentation, test planning, information security planning, and research. Plans and implements system modifications.	1 2 3 4 5 SME	0-2 2-5 5-9 9-12 12-15 15+	Bachelor's Bachelor's Bachelor's Bachelor's Master's Master's	\$61.90 \$75.63 \$99.99 \$122.95 \$154.85 \$182.15
54151 54151S	<b>Technical Lead / Project Manager:</b> Plans, organizes, directs and leads all engineering task-level activities. Familiar with development tools and environments, systems engineering modeling tools, and project management tools.	1 2 3 4 5	0-2 2-5 5-9 9-12 12+	Bachelor's Bachelor's Bachelor's Master's Master's	\$75.63 \$99.99 \$122.95 \$154.85 \$182.15

\* **Minimum Experience** is the number of years of relevant professional experience related to the labor category.

\*\* **Minimum Education** is defined by a relevant degree from an accredited institution in a field related to the labor category. For example, a Bachelor's in Computer Science is a relevant degree related to all labor categories.

### 1a.1 Education and Experience Equivalencies

Degree	Equivalent Experience	Relevant Experience	Equivalent Education
Associate's	1 year of relevant experience	2 years	Associate's
Bachelor's	2 years of relevant experience	4 years	Bachelor's
Master's	4 years of relevant experience	6 years	Master's
PhD	6 years of relevant experience	N/A	PhD

### 1b Lowest Price

See Services Price List in 1a

### 1c Hourly Rate

See Services Price List in 1a

**2.0 Maximum Order**

The maximum order value for orders under this contract, as specified for SINs 54151 and 54151S, is **\$500,000**.

**3.0 Minimum Order**

The minimum order value for orders under this contract is **\$100**.

**4.0 Geographic Coverage**

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

The geographic coverage / delivery area will be **Domestic and Overseas delivery**.

**5.0 Points of Production**

The following points of production will be used for this contract:

TapHere! Technology, LLC 10440 Balls Ford Road, Suite 250 Prince William County Manassas, VA 20109 703-334-4147	TapHere! Technology, LLC 31207 Keats Way, Suite #201 Jefferson County Evergreen, CO 80439 303-997-3182	TapHere! Technology, LLC 9280 Bay Plaza Blvd, #716 Hillsborough County Tampa, FL 33619 813-964-6002
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US Government facilities can be used as a point of production where available and appropriate for the Ordering Agency.

**6.0 Discount**

The prices listed herein are net prices, with GSA Discount and Industrial Funding Fee (IFF) included.

**7.0 Quantity Discount**

N/A

**8.0 Prompt Payment Terms**

N/A. Standard payment terms are Net30.

**Information for Ordering Offices:** Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

**9.0 Government Purchase Cards**

9a Government purchase cards (Mastercard, Visa, American Express) are accepted at or below the micro-purchase threshold.

9b Government purchase cards (Mastercard, Visa, American Express) are accepted above the micro-purchase threshold.

**10.0 Foreign Items**

N/A

**11.0 Delivery**

11a Time of Delivery: As negotiated with the Ordering Agency.

11b Expedited Delivery: Please contact Contractor.

11c Overnight and 2-day Delivery: Please contact Contractor.

11d Urgent Requirements: Please contact Contractor.

**12.0 FOB Point**

Destination

**13.0 Ordering**

13a Ordering Address:

**TapHere! Technology, LLC**  
10440 Balls Ford Road, Suite #250  
Manassas VA, 20109

13b Ordering Procedures: The ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**14.0 Payment Address**

Please see Ordering Address.

**15.0 Warranty Provision**

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

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

**16.0 Export Packing Charges**

N/A.

**17.0 Terms and Conditions of Government Purchase Card Acceptance**

None

**18.0 Terms and Conditions of Rental, Maintenance, and Repair**

N/A

**19.0 Terms and Conditions of Installation**

N/A

**20.0 Terms and Conditions of Repair Parts**

N/A

20a Terms and Conditions for Any Other Services: Please see Appendix A and Appendix B.

**21.0 List of Service and Distribution Points**

N/A

**22.0 List of Participating Dealers**

N/A

**23.0 Preventative Maintenance**

N/A

**24.0 Attributes**

24a Special Attributes: N/A

24b Section 508 Compliance: Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and the EIT standards can be found at:

<http://www.Section508.gov/>.

**25.0 Data Universal Number System (DUNS)**

The TapHere DUNS number is 144308702.

**26.0 System for Award Management (SAM) Database**

TapHere has an active registration in the SAM database. Our Cage Code is 4VTY4.

## Appendix A: Terms and Conditions for SIN 54151

### 1 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 software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software 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 software, unless the change is due to the defect in the software.

### 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

### 3. GUARANTEE/WARRANTY

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

*TapHere does not provide commercial software therefore this guarantee/warranty does not apply.*

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.

### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number will be established for resulting contracts and will be available according to the term and conditions contained within such contract.

### 5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

\_\_\_\_\_ 1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

#### **XX** 2. Software Maintenance Services (SIN 54151)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software.



Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## **6. PERIODS OF MAINTENANCE**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the maintenance is to be continued during the subsequent period.

## **7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to N/A% of all term license payments during the period that the software was under a term license within the ordering activity.

## **8. TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for a period of N/A, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**9. UTILIZATION LIMITATIONS**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of

benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **10. SOFTWARE CONVERSIONS**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **12. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**Appendix B: Terms and Conditions for 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**

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 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