



GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

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 for GSA Advantage! is: GSAAAdvantage.gov.

Schedule 70
General Purpose Commercial Information
Technology Equipment, Software and Services

Special Item No. 132-51 Information Technology Professional Services

Contract Number: 47QTCA19D004J

Period Covered by Contract: January 18, 2019 through January 17, 2024

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

Contractor:

INDUS Technology, Inc.
2243 San Diego Ave, Suite 200
San Diego, CA 92110
Phone: 619-299-2555
www.industechnology.com

Contract administration source:

Maresa Vale Cruz, Contracts Manager
mvalecruz@industechnology.com

Business size. **Small**

CUSTOMER INFORMATION:

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

SIN: 132-51 Information Technology (IT) 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. **N/A**

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.

See Attachment A for Labor Category Descriptions.

LABOR CATEGORY - Contractor Site Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Principal Software Engineer	\$ 92.87	\$ 94.72	\$ 96.62	\$ 98.55	\$ 100.52
Program Manager III	\$ 113.05	\$115.31	\$ 117.62	\$ 119.97	\$ 122.37
Network Engineer - I	\$ 54.53	\$ 55.63	\$ 56.74	\$ 57.87	\$ 59.03
Network Engineer - II	\$ 66.45	\$ 67.78	\$ 69.14	\$ 70.52	\$ 71.93
Network Engineer - III	\$ 82.51	\$ 84.16	\$ 85.84	\$ 87.56	\$ 89.31
Electronic Maintenance Tech II	\$ 60.49	\$ 61.70	\$ 62.93	\$ 64.19	\$ 65.47
Computer Operator I	\$ 38.81	\$ 39.58	\$ 40.37	\$ 41.18	\$ 42.00
Computer Operator II	\$ 44.40	\$ 45.29	\$ 46.20	\$ 47.12	\$ 48.06
Computer Operator III	\$ 51.63	\$ 52.66	\$ 53.72	\$ 54.79	\$ 55.89
Video Telecon Tech	\$ 41.77	\$ 42.60	\$ 43.45	\$ 44.32	\$ 45.21
Sr. Server Administrator	\$ 65.02	\$ 66.32	\$ 67.65	\$ 69.00	\$ 70.38
Server Specialist	\$ 58.41	\$ 59.57	\$ 60.76	\$ 61.98	\$ 63.22
Sr. Programmer-Developer	\$ 86.28	\$ 88.01	\$ 89.77	\$ 91.56	\$ 93.39
Sr. Programmer-Sharepoint	\$ 67.23	\$ 68.58	\$ 69.95	\$ 71.35	\$ 72.77
Computer Programmer III	\$ 56.50	\$ 57.63	\$ 58.78	\$ 59.96	\$ 61.16

LABOR CATEGORY - Customer Site Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Principal Software Engineer	\$ 82.67	\$ 84.32	\$ 86.01	\$ 87.73	\$ 89.48
Program Manager III	\$ 100.65	\$102.66	\$ 104.71	\$ 106.81	\$ 108.94
Network Engineer - I	\$ 48.55	\$ 49.52	\$ 50.51	\$ 51.52	\$ 52.55
Network Engineer - II	\$ 59.17	\$ 60.35	\$ 61.56	\$ 62.79	\$ 64.04
Network Engineer - III	\$ 73.44	\$ 74.91	\$ 76.41	\$ 77.94	\$ 79.50
Electronic Maintenance Tech II	\$ 53.85	\$ 54.93	\$ 56.03	\$ 57.15	\$ 58.29
Computer Operator I	\$ 34.55	\$ 35.24	\$ 35.95	\$ 36.66	\$ 37.40
Computer Operator II	\$ 39.53	\$ 40.32	\$ 41.12	\$ 41.95	\$ 42.78
Computer Operator III	\$ 45.97	\$ 46.89	\$ 47.83	\$ 48.79	\$ 49.76

Video Telecon Tech	\$ 37.18	\$ 37.92	\$ 38.68	\$ 39.45	\$ 40.24
Sr. Server Administrator	\$ 57.88	\$ 59.04	\$ 60.22	\$ 61.42	\$ 62.65
Server Specialist	\$ 52.00	\$ 53.04	\$ 54.10	\$ 55.18	\$ 56.28
Sr. Programmer-Developer	\$ 76.82	\$ 78.36	\$ 79.92	\$ 81.52	\$ 83.15
Sr. Programmer-Sharepoint	\$ 59.86	\$ 61.05	\$ 62.27	\$ 63.52	\$ 64.79
Computer Programmer III	\$ 50.30	\$ 51.30	\$ 52.33	\$ 53.38	\$ 54.44

2. Maximum order. **\$500,000.00**

3. Minimum order. **\$100.00**

4. Geographic coverage (delivery area). **48 States, DC**

5. Point(s) of production (city, county, and State or foreign country). **N/A**

6. Discount from list, prices or statement of net price. **All pricing in table above are Net.**

7. Quantity discounts. **None**

8. Prompt payment terms. **NET 30 days**

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

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **Government purchase cards are not accepted above the micro-purchase threshold.**

10. Foreign items (list items by country of origin) **N/A**

11a. Time of delivery. **30-days ARO**

11b. Expedited Delivery. **Contact the Contractor's representative to affect a faster delivery.**

11c. Overnight and 2-day delivery. **Contact the Contractor's representative to affect a faster delivery.**

11d. Urgent Requirements. **Contact the Contractor's representative to affect a faster delivery.**

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

13a. Ordering address(es). **INDUS Technology, Inc., 2243 San Diego Ave, Suite 200, San Diego, CA 92110**

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample EPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).

14. Payment address(es) **INDUS Technology, Inc., 2243 San Diego Ave, Suite 200, San Diego, CA 92110**

15. Warranty provision. **N/A**

16. Export packing charges, if applicable. **N/A**

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level) **N/A**

18. Terms and conditions of rental, maintenance, and repair (if applicable) **N/A**

19. Terms and conditions of installation (if applicable). **N/A**

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **N/A**

20a. Terms and conditions for any other services (if applicable) **N/A**

21. List of service and distribution points (if applicable). **N/A**

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. 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/. **N/A**

25. Data Universal Number System (DUNS) number. **159792662**

26. Notification regarding registration in System for Award Management database. **Indus Technology Inc.'s SAM registration is current.**

Attachment A

Labor Category Descriptions SIN 132-51

Indus Technology Inc. offers the following Labor Category Descriptions to support the effort contemplated herein.

Principal Software Engineer

Minimum Education: Bachelors Degree

Minimum Years of Experience: 10 years

Functional Responsibilities: Provides technical guidance in software design and development activities. Assists in maintenances and upgrades of existing software applications. Participates in design reviews and recommend improvements. Provides support in all phases of SDLC and ensure to deliver high-quality products. Provides trainings and mentor other Engineers when required. Analyzes and troubleshoots application issues in a timely fashion. Develops most effective technical solutions to meet business requirements. Works with other Engineers in planning, prioritizing and executing assigned tasks within deadlines. Assists in risk assessment and mitigation activities. Attends team meetings to communicates project status and discuss about new ideas and any issues. Recommends new technologies to ensure quality and productivity. Assists in technical audits and make sure to implement audit recommendations. Makes business presentations to management when needed. Works with QA team in preparing test cases, plans and procedures.

Program Manager III

Minimum Education: Bachelors Degree

Minimum Years of Experience: 10 years

Functional Responsibilities: Experience in managing complex engineering or technical efforts involving multiple facets of an engineering discipline. Experience in life-cycle management support of complex systems. Must be capable of leading projects that involve the successful management of teams composed of engineers, scientists, and management professionals who have been involved in analyzing, designing, developing, integrating, training, testing, documenting, implementing, and maintaining complex systems.

Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities."

Network Engineer – I

Minimum Education: Bachelors Degree

Minimum Years of Experience: 3 years

Functional Responsibilities: Installs, maintains and evaluates network systems and communications. Troubleshoots the complex network issues involving various factors. Conducts network architecture design, feasibility and cost studies. Must have extensive knowledge of Internet, computer, routers, switches, firewall, etc. Typically requires a bachelor's degree of computer science, or engineering or its equivalent. Typically reports to a manager. Contributes to moderately complex aspects of a project. Work is generally independent and collaborative in nature.

Network Engineer – II

Minimum Education: Bachelors Degree

Minimum Years of Experience: 5 years

Functional Responsibilities: Installs, maintains and evaluates network systems and communications. Troubleshoots the complex network issues involving various factors. Conducts network architecture design, feasibility and cost studies. Must have extensive knowledge of Internet, computer, routers, switches, firewall, etc. Typically requires a bachelor's degree of computer science, or engineering or its equivalent. Typically reports to a manager. Contributes to moderately complex aspects of a project. Work is generally independent and collaborative in nature.

Network Engineer – III

Minimum Education: Bachelors Degree

Minimum Years of Experience: 7 years

Functional Responsibilities: Installs, maintains and evaluates network systems and communications. Troubleshoots the complex network issues involving various factors. Conducts network architecture design, feasibility and cost studies. Must have extensive knowledge of Internet, computer, routers, switches, firewall, etc. Typically requires a bachelor's degree of computer science, or engineering or its equivalent. Typically reports to a manager. Contributes to moderately complex aspects of a project. Work is generally independent and collaborative in nature.

Electronic Maintenance Tech II

Minimum Education: Bachelors Degree

Minimum Years of Experience: 5 years

Functional Responsibilities: Performs replacement on diagnosed faulty electrical elements of machine including motors, relays, and switches; and set-up sensing mechanism, utilizing hand tools. Carries out diagnosis and corrects or replacse malfunctioning electronic units like the printed circuit boards. Carries out diagnosis and ensures replacement of pneumatic, mechanical, hydraulic components of equipment and machines which are faulty. Carries out assignments as electrician crane, time clock repairer, transformer coil winder, electrician rectifier, and maintenance salvage repairer; or functions as underground repairer. Renders assistance and manage contractors' roles for electrical duties. Renders assistance in administration and regulation of the duties of junior technicians .Organizes safe maintenance principles for regulating and scheduling breakdowns.

Computer Operator I

Minimum Education: Bachelors Degree

Minimum Years of Experience: 3 years

Functional Responsibilities: Operates and monitors computer equipment. Performs routine tasks to maintain computer equipment and their peripherals. Observes peripheral equipment and error messages displayed on monitor of terminal to detect faulty output or machine stoppage. May require an associate's degree or its equivalent. Typically reports to a project leader or manager. Works under moderate supervision. Gaining or has attained full proficiency in a specific area of discipline.

Computer Operator II

Minimum Education: Bachelors Degree

Minimum Years of Experience: 5 years

Functional Responsibilities: Operates and monitors computer equipment. Performs routine tasks to maintain computer equipment and their peripherals. Observes peripheral equipment and error messages displayed on monitor of terminal to detect faulty output or machine stoppage. May require an associate's degree or its equivalent. Typically reports to a project leader or manager. Works under moderate supervision. Gaining or has attained full proficiency in a specific area of discipline.

Computer Operator III

Minimum Education: Bachelors Degree

Minimum Years of Experience: 7 years

Functional Responsibilities: Operates and monitors computer equipment. Performs routine tasks to maintain computer equipment and their peripherals. Observes peripheral equipment and error messages displayed on monitor of terminal to detect faulty output or machine stoppage. May require an associate's degree or its equivalent. Typically reports to a project leader or manager. Works under moderate supervision. Gaining or has attained full proficiency in a specific area of discipline.

Video Telecon Tech

Minimum Education: Bachelors Degree

Minimum Years of Experience: 5 years

Functional Responsibilities: Assists Video and telecommunication engineers in the design and analysis of Video and telecommunication networks. Creates plans and drawings detailing the layout of routers, circuits, cables, switches, or other video and telecommunications equipment. Ensures network connectivity for end-users. May evaluate existing networks and recommend design changes to improve performance. May be entry level if some experience in the skill Gaining or has attained full proficiency in a specific area of discipline. Works under moderate supervision.

Sr. Server Administrator

Minimum Education: Bachelors Degree

Minimum Years of Experience: 5 years

Functional Responsibilities: Plans, implements, oversees and maintains the server and network infrastructures and projects. Acquires, configures and maintains development, test and production servers. Supports development, test and production servers including after-hours support and monitoring server usage and up-time. Interfaces with vendors to obtain required equipment and software in a timely manner while ensuring proper audit and budget controls are met. Provides technical and procedural direction to the company for the actual implementation of the network servers used, as well as interface with internal users, development personnel and other technical staff. Provide direction in complex problem solving situations and participates in direct interaction with internal staff as required. Identifies process improvement opportunities achievable within the optimum use of the servers. Builds and maintains material describing activity levels and possible next steps required for each server. Acts as liaison for internal and external communications directly with departments as required. Provides regular status reports and gathers requirements from departments and provides input into the infrastructure products that are bought or built. Builds and maintains the servers required for development work, internal testing, customer testing and production environments. Maintains file version consistency across all development servers. Maintains access privileges and account groups as directed by development team. Designs, implements and maintains a consistent backup and disaster recovery plan. Collaborates with operations, QA and third party data centers to provide technical direction on network topologies, server configurations, hardware/software deployments, firewall configurations and other administrative tasks related to the staging and maintenance of company development, testing and production servers. Ensures timely and effective delivery of hardware upgrades, network upgrades and new configurations. Documents technical requirements, develops and oversees project plans and implements change control procedures. Facilitates design sessions and architectural reviews. Participates in technical advisory roles, as required. Mentors associates and foster a learning and growth environment. Interacts with customers at the technical level, as required.

Server Specialist

Minimum Education: Bachelors Degree

Minimum Years of Experience: 5 years

Functional Responsibilities: Performs Microsoft server installations and upgrades of existing server installs. Performs onsite server troubleshooting to isolate and diagnose common server problems. Upgrades server hardware and software components as required. Must possess knowledge and experience with installation, upgrade, and configuration of VMWare virtual server systems. Installs, upgrades, and configures network printing, directory structures, rights, security, and software on file servers. Installs and configures Active Directory, group policies, DNS, DHCP, IIS. Installs backup and anti-virus systems for servers. Configure login scripts, Installs add-on components such as Exchange Server, SQL Server and Terminal Services. Responds to the needs and questions of users concerning their access of resources on the network.

Sr. Programmer-Developer

Minimum Education: Bachelors Degree

Minimum Years of Experience: 7 years

Functional Responsibilities: The Sr. Programmer/Developer defines, develops, tests, analyzes and maintains new software applications in support of the achievement of business requirements. This includes writing, coding, testing, and analyzing software programs and applications. The Sr. Programmer/Developer will also research, design, document, and modify software specifications throughout the production life cycle. Provides mentoring, support and guidance to the Junior Programmer/Analyst's role. Collaborates with the junior Programmer/Analyst and the designer in conceptualizing and development of new software programs and applications. Analyzes and assess existing business systems and procedures. Assists in the definition, development, and documentation of software's business requirements, objectives, deliverables, and specifications on a project-by-project basis. Assists in defining software development project plans, including scoping, scheduling, and implementation. Research, identify, analyze, and fulfill requirements of all internal and external program users. Liaise with network administrators, systems analysts, and software engineers to assist in resolving problems with software products or company software systems. Consistently write, translate, and code software programs and applications according to specifications. Write programming scripts to enhance functionality and/or performance of company applications as necessary. Design, run and monitor software performance tests on new and existing programs for the purposes of correcting errors, isolating areas for improvement, and general debugging. Administer critical analysis of test results and deliver solutions to problem areas. Generate statistics and write reports for management and/or team members on the status of the programming process. Develop and maintain user manuals and guidelines.

Sr. Programmer-Sharepoint

Minimum Education: Bachelors Degree

Minimum Years of Experience: 7 years

Functional Responsibilities: To establish the overall strategic goals for community based content. Responsible for demonstrating exceptional team skills and be capable of showing documented success in the operations and management of Microsoft Office SharePoint Server (MOSS) implementations of varying size and complexity. Develops and implements campaigns to build the online community and its awareness of corporate messages and events. Monitors and edits site content as required to ensure community activity follows company guidelines and expectations. Customizes and configures workflow to allow for the integration of other data sources. Assists in planning and documentation of projects related to the development and maintenance of the SharePoint environment. In collaboration with other team members, assists in the overall management of the SharePoint environment from both an operational perspective and an end-user perspective. Develops documentation, validates, and monitors that operational policies are being met. Creates documentation, and assists in the planning aspects of future enhancements. Assists in the development and implementation of site layouts, site templates, user navigation strategies, and information/data management strategies. Performs configuration and management of MOSS environment to meet requirements for site functionality. When necessary, will use Microsoft Designer to customize the MOSS interface. Familiar with workflow solutions using MOSS workflow engine and other technologies to include custom forms and InfoPath

Computer Programmer III

Minimum Education: Bachelors Degree

Minimum Years of Experience: 7 years

Functional Responsibilities: Provides technical and some supervisory skills in the programming for electronic computers and related activities. Responsible for analyzing and evaluating programs for machine processing, and for assisting and supervising programmers in the development and modification of programs. Prepares flowcharts and block diagrams; determines most suitable form for solution of equations and form of answers; checks solutions computed by computer against known solutions; checks programs for logical sequence of machine operations, and possible errors in programs; assists in defining and analyzing problems; prepares program preparation by the unit; assists in programming of complex problems; prepares program documentation and operating instructions for new programs. Performs related duties required. Consults with research and other personnel on problems for computer application.

**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

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.