



**TERMS AND CONDITIONS APPLICABLE TO
IT PROFESSIONAL SERVICES IDENTIFICATION NUMBER 132-51)**

1) SCOPE

- a) The prices, terms and conditions stated under Special Item Number 132-51 IT 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 the 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. 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 EC 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-
- c) 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
- d) 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.
- e) 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.

6) INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour 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 (Deviation – May 2003) 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 EC Services.

9) INDEPENDENT CONTRACTOR

All EC 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 EC 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 (OCT 2008) (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 (OCT 2008) (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) 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.

14) 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.

15) DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

1. Oracle Database Administration, optimization Expert

Minimum/General Experience: Minimum of 5 years of experience in DBMS analysis and programming with 2 years' experience managing, optimizing, designing and modeling databases, specifically with Oracle databases.

Functional Responsibility: Plans, organizes, and controls overall activities of database systems. Responsibilities include monitoring standards, systems, and procedures as they relate to database design and integration; defining the scope of database function; organizing the database function; maximizing the data query performance, ensuring the scalability and optimization of the database, documenting activities, procedures, and results; and managing database security.

Minimum Education: Bachelor Degree.



2. Oracle Database Design, Security and Scalability Expert

Minimum/General Experience: Minimum of 7 years of experience in DBMS analysis and programming with 2 years' experience managing, scaling, designing and modeling databases, specifically with Oracle databases.

Functional Responsibility: Plans, secures, organizes, scales and controls overall activities of database systems. Responsibilities include monitoring standards, systems, and procedures as they relate to database design and integration; defining the scope of database function; organizing the database function; maximizing the data query performance, ensuring the scalability of the database, documenting activities, procedures, and results; and managing database security.

Minimum Education: Bachelor Degree.

3. Senior SQL 2000 Database Administration

Minimum/General Experience: Minimum of 5 years of experience in DBMS analysis and programming with 2 years' experience managing, designing and modeling databases, specifically with SQL or SQL 2000 databases.

Functional Responsibility: Plans, organizes, and controls overall activities of SQL database systems. Responsibilities include monitoring SQL standards, systems, and procedures as they relate to database design and integration; defining the scope of database function; organizing the database function; maximizing the data query performance, ensuring the scalability of the database, documenting activities, procedures, and results; and managing database security.

Minimum Education: Bachelor Degree.

4. Technical Documentation Specialist

Minimum/General Experience: Minimum of 4 years' experience, as a Technical Documentation Specialist.

Functional Responsibility: This position is responsible for development of variety of documentation including user manuals, training materials, reference guide and online help text, procedures for development tools used on a large project, documentation of usage for all tools used by technical support team

Minimum Education: Bachelor Degree or an additional 4 years' experience as Technical Documentation Specialist.

5. Web Developer

Minimum/General Experience: Minimum of 2 years' experience in web development. Experience includes knowledge in software development, Internet technologies, and extensive understanding in principles and practices of the software development life-cycle (SDLC).

Functional Responsibility: Responsible for performing requirement analysis, design analysis, programming, software integration, documentation, test and evaluation, engineering design/analysis, and other technical types of tasks.

Minimum Education: Bachelor Degree

6. Rich Internet Application Engineer

Minimum/General Experience: Minimum of 2 years' experience. Requires knowledge of integrating interactive front-end interfaces with robust back-end systems.

Functional Responsibility: Design and implements Architect Rich Internet Applications to meet client needs. Build creative reliable solutions to efficiently deliver traditional information on-line. Gauge client needs through in-depth studies of their business process and requirement. Use of Flash for on-line applications, front-end applications in command centers, and real-time multi-user applications. Collaboration with developers and designers. The



engineer's day-to-day functions also include cooperation to ensure smooth project execution. Active participation in and research on the latest industry trends and advancements in Flash technologies.

Minimum Education: Bachelor Degree.

7. Advanced ColdFusion Developer / CFMX Developer

Minimum/General Experience: Minimum of 3 years professional experience. Experience includes: exposure to information systems design, knowledge in Internet technologies, software development, with specific experience in ColdFusion and CFMX development

Functional Responsibility: Responsible for performing requirement analysis, design analysis, programming, software integration, documentation, test and evaluation, engineering design/analysis, and other technical types of tasks.

Minimum Education: Bachelor Degree.

8. Senior JAVA Developer/ Programmer

Minimum/General Experience: Minimum of 5 years professional experience. Experience includes: exposure to information systems design, understanding of applications programming, specific experience in Java.

Functional Responsibility: Responsible for performing JAVA requirement analysis, design analysis, programming, software integration, documentation, test and evaluation, engineering design/analysis, and other technical types of tasks.

Minimum Education: Bachelor Degree.

9. Graphic and Multimedia Specialist

Minimum/General Experience: Minimum of 5 years' experience in web page design and multimedia delivery. Demonstrated design, design management, job consulting, use of graphics and multimedia design tools and applications.

Functional Responsibility: Responsible for design and implementation of all interactive multimedia and graphic elements of the Internet content.

Minimum Education: Bachelor Degree or an additional 5 years' experience as a Graphic and Multimedia Specialist

10. Web-Multimedia Specialist

Minimum/General Experience: Minimum of 2 years' experience in web page design and multimedia delivery. Demonstrated design, design management, job consulting, use of graphics and multimedia design tools and applications.

Functional Responsibility: Responsible for web-multimedia design and implementation of all interactive elements of the Internet content.

Minimum Education: Bachelor Degree.

11. Technical Lead for Software Development

Minimum/General Experience: Minimum of 5 years' experience in software development. Knowledge and experience in Visual Basic, Java and C++.

Functional Responsibility: Design and implement software development projects using object oriented



methodology. Document software design and functionality. Provide technical support for applications.

Minimum Education: Bachelor Degree.

12. System Architect/Web Architect, Real-Time Expertise

Minimum/General Experience: Minimum of 2 years of professional experience, specializing in an Internet environment. This position leads web design and development teams charged with providing clients with an online presence. Experience includes: team management responsibility, understanding and application of major web technologies, and overall online quality control methods.

Functional Responsibility: Serves as the web design and development team leader, coordinating the efforts of web designers and architects, to construct and deploy online presence for clients. Works with clients to define scope of work and web requirements.

Minimum Education: Bachelor Degree.

13. System Security Administrator

Minimum/General Experience: Minimum of 2 years' experience in defining network and computer security requirements, evaluation of approved security products capabilities, and developing solutions to multi-level security problems.

Functional Responsibility: Manages the analysis of security requirements for multi-level security issues. Manages the design, development, engineering, and implementation of solutions to multi-level security including web servers, databases and VPN access. Performs risk analyses, which includes risk assessment.

Minimum Education: Bachelor Degree.

14. VM Ware/LAN/TCP/ IP System Administrator

Minimum/General Experience: Minimum of 4 years' experience in managing VM Ware/ LAN/ TCP/ IP.

Functional Responsibility: Responsible for managing the daily activities of configuration and operation of business systems encompassing heterogeneous platforms. Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Provides support on all phases of analysis, design, testing and implementation of networks.

Minimum Education: Bachelor Degree.

15. Windows Network Administrator

Minimum/General Experience: Minimum of 2 years' experience in maintaining multi-user network with multiple operating systems and software applications. Experiences in Windows platform required.

Functional Responsibility: Responsible for installing, maintaining and troubleshooting multiple computer operating systems and software applications. Also work with clients to insure network and computer security. Performs maintained tasks to insure the stability of the network and computers. At times, provide training to users when necessary.

Minimum Education: Bachelor Degree.

16. Technical Project Manager

Minimum/General Experience: Minimum of 2 years' experience, which includes: managing and implementing information technology projects. Demonstrated ability to provide technical direction for projects and, proven



expertise in the management and control of resources, and demonstrated capability in managing contracts. General experience includes management of a diverse group of functional activities, subordinate groups of technical and administrative personnel.

Functional Responsibility: Responsible for providing technical and managerial leadership of technical projects. Basic responsibilities include overseeing all phases of project planning, specification review, change requests, and close-out; leading a program by outlining, assigning and coordinating work; scheduling and allocating work, providing advice and guidance, and resolving problems to meet technical performance and financial objectives; developing new and refining existing process to enhance quality and productivity; ensuring the product quality and timeliness of efforts.

Minimum Education: Bachelor Degree.

17. Graphic Designer / Human Interface specialist / Flash Designer

Minimum/General Experience: Minimum of 5 years' experience in web page design, Human Interface development, flash design and multimedia delivery. Demonstrated design, design management, job consulting, use of graphics and multimedia design tools and applications.

Functional Responsibility: Responsible for the design and implementation of all interactive elements of the Internet content.

Minimum Education: Bachelor Degree or an additional 5 years' experience as a Graphic Designer/Human Interface specialist/flash Designer.

18. Quality Management Specialist

Minimum/General Experience: Minimum of 2 years' experience performing, developing and/or managing application and field-test programs. Knowledge of Rational test software.

Functional Responsibility: Performs testing including the execution of test plans, procedures and schedules. Prepares test reports and performs integration testing, system testing, stress testing, acceptance testing and regression testing. Participating in the software development lifecycle.

Minimum Education: Bachelor Degree.

19. VB/ .NET/ C# Web Developer

Minimum/General Experience: Minimum of 2 years of experience in VB, C# and .NET Development

Functional Responsibility: Development and design of applications using MS Access and VB, and .NET

Minimum Education: Bachelor Degree.

20. XML Architecture Specialist

Minimum/General Experience: Minimum of 2 years' experience in developing XML Architecture. Experience includes knowledge in software development, Internet technologies, and extensive understanding in principles and practices of the software development life-cycle (SDLC).

Functional Responsibility: Designs and implements xml communication

Minimum Education: Bachelor Degree



21. Implementation/ Development Project Manager

Minimum/General Experience: Minimum of 2 years' experience, which includes: managing and implementing information technology projects. Demonstrated ability to provide technical direction for projects and, proven expertise in the management and control of resources, and demonstrated capability in managing contracts. General experience includes management of a diverse group of functional activities, subordinate groups of technical and administrative personnel.

Functional Responsibility: Responsible for providing technical and managerial leadership of technical projects. Basic responsibilities include overseeing all phases of project planning, specification review, change requests, and close-out; leading a program by outlining, assigning and coordinating work; scheduling and allocating work, providing advice and guidance, and resolving problems to meet technical performance and financial objectives; developing new and refining existing process to enhance quality and productivity; ensuring the product quality and timeliness of efforts.

Minimum Education: Bachelor Degree.