



## GENERAL SERVICES ADMINISTRATION

Federal Supply Services Authorized Federal Supply Schedule Price List

Online 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*!<sup>TM</sup>, a menu-driven database system. The INTERNET address for GSA *Advantage*!<sup>TM</sup> is: GSAAdvantage.gov.

Multiple Award Schedule (MAS)
Federal Supply Group: Professional Services
Contract Number: GS-35F-490DA
For more information on ordering from Federal Supply Schedules go to the GSA
Schedules page at GSA.gov.
Contract Period: September 2, 2021 through September 6, 2026
Effective as of PS-0010 dated 05-20-2021

## Emprata, LLC

11645 Pine Tree Dr. Fairfax, VA 22033-2714

DUNS: 050886304 CAGE Code: 73SG3

Voice: 571-2068120 Fax: 703-830-1504

Contact: Paul P Salasznyk | Email: psalasznyk@emprata.com

Contractor's internet address/web site where schedule information can be found: www.emprata.com

Business size: Small

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

SIN 132-51

GSA RATES TABLE					
Labor Category	Year 1 (9/2/21 - 9/1/22)	Year 2 (9/2/22 - 9/1/23)	Year 3 (9/2/23 - 9/1/24)	Year 4 (9/2/24 - 9/1/25)	Year 5 (9/2/25 - 9/1/26)
IT Specialist I	\$85.15	\$87.28	\$89.46	\$91.70	\$93.99
IT Specialist II	\$113.20	\$116.03	\$118.93	\$121.90	\$124.95
IT Specialist III	\$125.22	\$128.35	\$131.56	\$134.85	\$138.22
Data Scientist II	\$125.22	\$128.35	\$131.56	\$134.85	\$138.22
Data Scientist III	\$140.25	\$143.75	\$147.35	\$151.03	\$154.81
Business Intelligence Engineer	\$135.24	\$138.62	\$142.08	\$145.64	\$149.28
Project Manager	\$125.22	\$128.35	\$131.56	\$134.85	\$138.22
IT Support Specialist	\$180.81	\$185.33	\$189.96	\$194.71	\$199.58
IT Subject Matter Specialist	\$158.33	\$162.29	\$166.34	\$170.50	\$174.76
IT Data Analyst	\$146.60	\$150.26	\$154.02	\$157.87	\$161.82
Data Entry Operator				\$84.83	\$86.94
Business Systems Analyst I				\$92.99	\$95.31
Business Systems Analyst III				\$136.83	\$140.25
Documentation Coordinator				\$54.38	\$55.74
Data Communications Specialist				\$126.43	\$129.59
Communications Analyst				\$105.48	\$108.12
Subject Matter Specialist II				\$200.82	\$205.83

#### 1b. Labor Category Descriptions

## IT Specialist I

- Designs, configures, develops, test and supports deployable configuration solutions and complex integration across multiple systems
- 4-6 years of Java or related development experience and extensive experience with systems integration (web services, SOA, ESBs etc.)
- Uses analytical, engineering and computational techniques, tools and methodology for problem solutions, information systems design, programming, program design and document preparation
- Designs, configures, develops, tests and supports computer systems, hardware, software, databases for application to office automation systems using programming languages and specialized software development tools.
- Bachelor's degree in Engineering, Computer Science, or other related discipline and 2 years of relevant experience

# IT Specialist II

- Designs, configures, develops, test and supports deployable configuration solutions and complex integration across multiple systems
- 6+ years of Java or related development experience and extensive experience with systems integration (web services, SOA, ESBs etc.)
- Uses analytical, engineering and computational techniques, tools and methodology for problem solutions, information systems design, programming, program design and document preparation
- Leads to development of Business Rule integration and understands the development and integration processes
- Designs, configures, develops, tests and supports computer systems, hardware, software, databases for application to office automation systems using programming languages and specialized software development tools
- Bachelor's degree in Engineering, Computer Science, or other related discipline and 4 years of relevant experience

## **IT Specialist III**

- Designs, configures, develops, test and supports deployable configuration solutions and complex integration across multiple systems
- 8+ years of Java or related development experience and extensive experience with systems integration (web services, SOA, ESBs etc.)
- Uses analytical, engineering and computational techniques, tools and methodology for problem solutions, information systems design, programming, program design and document preparation
- Leads to development of Business Rule integration and understands the development and integration processes
- Designs, configures, develops, tests and supports computer systems, hardware, software, databases for application to office automation systems using programming languages and specialized software development tools
- Bachelor's degree in Engineering, Computer Science, or other related discipline and 6 years of relevant experience

#### **Data Scientist II**

- Designs, configures, develops, tests, and supports informatics and data science solutions for a wide array of technical use cases
- Applies analytical methodologies to diagnose data-related challenges, implement solutions, and evaluate performance
- Documents and presents requirements, design alternatives, and findings to team members and clients
- Experience with integrated development environments, data integration, data visualization, data mining, and analysis tools
- At least 7 years of directly relevant professional and Bachelor's Degree in operations research, statistics, or other related discipline

## **Data Scientist III**

- Designs, configures, develops, tests, and supports informatics and data science solutions for a wide array of technical use cases
- Applies analytical methodologies to diagnose data-related challenges, implement solutions, and evaluate performance
- Documents and presents requirements, design alternatives, and findings to team members and clients.
- Experience with integrated development environments, data integration, data visualization, data mining, and analysis tools
- At least 10 years of directly relevant professional and Master's Degree or PhD in operations research, statistics, or other related discipline

# **Business Intelligence Engineer**

- Assists other senior consultants with analysis and evaluation and with the preparation of recommendations in subject matter area
- Well versed in data management and warehousing
- Able to apply business intelligence principles to support data driven decision making
- Analyzes business systems through data extraction, transformation, and loading (ETL) and interpretation and provide integrated solutions to cleanse and integrate multiple data sources
- Creates data visualizations using Business Intelligence software, implements geographic information systems (GIS) principals, as well as other data presentation disciplines
- Participates in ad-hoc query and reporting and data discovery
- Bachelor's degree in Engineering, Computer Science, or other related discipline and 5 years or relevant experience

## **Project Manager**

#### General Experience:

• Eight (8) years of intensive and progressive experience in broad-based Information Technology (IT) projects.

# Specialized Experience:

• Four (4) years of direct management experience in the specific IT specialty for which project management is proposed.

# Functional Responsibility:

- Provides direct customer liaison at the project management level
- Negotiates with client contracting officials
- Develops and maintains management controls to ensure projects are completed on time, within budget, and compliant with customer specifications
- Plans and schedules project deliverables, goals, and milestones
- Develops and implements strategies for risk mitigation and contingency planning
- Develops personnel skill requirements, selects prospective candidates, and monitors performance to achieve project objectives

#### Minimum Education:

- Bachelor's degree from an accredited college or university
- Substitution of experience for education may be made where four (4) years of specialized IT or application subject matter knowledge and experience will be equivalent to a four (4) year degree. Years of experience, which are used to substitute for a college degree, cannot be used to otherwise qualify for the general experience requirement.
- A Master's or Doctorate degree from an accredited college or university with a major in a field of study which is closely related to the work to be performed may be substituted for two (2) years of general experience

## **IT Support Specialist**

Services performed include, but are not limited to:

- Applying management analysis processes, statistical methods, and advanced technical and analytical research techniques to determine solutions based on client requirements with an IT services/solutions-based scope
- Analyzes operational activities to obtain a quantitative, rational basis for decision-making and resource allocation
- Employs process improvements and reengineering methodologies and principles for modernization of systems and projects
- Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service
- Provides integral support in mission requirements determination, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications.
- Senior staff manages, plans, and conducts major phases of significant projects
- In general, work complexity and responsibility will be greater at higher levels

Years of Experience: 10

## **IT Subject Matter Specialist**

- Utilizes Subject Matter expertise gained through direct industry experience to provide technical, managerial, and administrative direction for problem definition, analysis, requirements development and implementation for complex to extremely complex systems in the subject matter area
- Guides the determination of IT, engineering, and business process inadequacies and deficiencies that affect the functional area's ability to support/ meet organizational goals
- Participates in strategy sessions, strategic assessments, and design reviews to validate enterprise approach and associated work products
- Provides guidance and direction to other professionals, acts in a consulting and/or advisory capacity;
   coordinates resolution of highly complex problems and tasks
- Makes recommendations and advises on organization-wide system improvements, optimization or maintenance efforts
- Recognized for strong expertise in industry issues and trends
- In general, work complexity and responsibility will be greater at higher levels

Years of Experience: 8

Degree Required: Bachelor's Degree in IT-related field

## IT Data Analyst

- Provides guidance and technical expertise in the development, testing, operation, and maintenance of information systems for business processing applications
- Conducts management studies, defines data requirements, provides performance management analyses, proposes solutions to system problems based on cost effectiveness and quality of performance
- Evaluates the databases and applications as they relate to information goals
- Defines all database standards, policies, and procedures
- Provides technical expertise in the logical and physical design of databases and the analysis of data

Years of Experience: 8

Degree Required: Bachelor's Degree in IT-related field

## **Data Entry Operator**

- Responsible for accurately entering and maintaining data in systems, managing spreadsheet data, and
  performing basic analysis to ensure data accuracy and relevance. Responsible for monitoring, validating, and
  maintaining data quality across various systems, supporting data-driven decision-making, and maintaining high
  standards of data quality.
- Accurately input and update data in various systems and databases. Ensure data integrity and consistency by performing regular quality checks on entered data.
- Create, organize, and maintain spreadsheets to manage data effectively. Use formulas, filters, and functions to streamline data entry processes and enhance data accessibility.
- Perform basic data analysis using spreadsheet tools, such as Excel or Google Sheets, to identify trends, discrepancies, and actionable insights. Summarize findings in clear, concise reports for team use.
- Regularly review data for accuracy, completeness, and compliance with company standards. Identify and rectify any errors or inconsistencies in data entries.
- Generate and update data reports, graphs, and summaries to support team decision-making. Document data entry processes and update procedures as needed to improve efficiency.

Years of Experience: 2

## **Business Systems Analyst I**

- Strong knowledge of business analysis methodologies and software development methodologies. Strong affinity towards data analysis and understanding of the capabilities and limitations of technology. Strong interpersonal skills, comfortable dealing with large span of people.
- Strong communication skills-verbal, written, listening and presentation. Expertise in business process analysis, system analysis and data analysis. Carries tasks for one or multiple customers. May lead a specific task in support of a particular customer.
- Facilitates working groups and sessions, design schedules, conduct analyses, develop models, write reports, prepare presentations and present results. Responsible for analyzing the business needs of their clients and stakeholders to help identify business problems and propose solutions.
- Experience in applying a comprehensive knowledge across key tasks and high impact assignments;
- Plans major technology assignments and recommends major changes affecting project growth and success;
- Experience applying technical expertise across multiple project assignments; complete experience with Software Development Lifecycle (SDLC) support, coding application logic via various programming languages and Integrated Development Environments (IDE), and deploying applications via various Application Server platforms;
- Handling multiple tasks, changing priorities, and timely action;
- Experience in the field of information technology and business process management; experience with Agile methodologies and Agile project management

Years of Experience: 4

Degree Required: Bachelor's Degree in IT-related field

# **Business Systems Analyst III**

- Manages use of business process improvement and reengineering methodologies to conduct process modernization projects. Supports activity and development of modern business methods and design activity/process models using proven methodologies to satisfy client requirements.
- Provides group facilitation, stakeholder interviewing, and requirements gathering and documentation.
- Serves as the key coordinator between end users and project team to ensure enterprise-wide integration of reengineering efforts.
- Expertise in eliciting, documenting, and analyzing business requirements from stakeholders to define project goals, processes, and functional specifications, ensuring alignment with business objectives.
- Strong skills in analyzing data, creating data models, and using analytical tools to derive insights, identify trends, and support decision-making processes.
- In-depth knowledge of Agile and Waterfall project management methodologies, including experience in facilitating Agile ceremonies, managing project backlogs, and executing project plans.
- Excellent communication skills for presenting findings, facilitating workshops, and managing relationships with stakeholders, ensuring clear understanding and alignment on project deliverables and priorities.
- Ability to identify business problems, evaluate potential solutions, and design practical and innovative solutions that address business needs and improve operational efficiency.

Years of Experience: 6

## **Documentation Coordinator**

- Carries duties of editing functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents. Performs additional duties as assigned.
- Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and other reports and deliverables.
- Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of
  uses. Coordinates the display of graphics and the production of the document. Ensures content is of high quality
  and conforms with standards.
- Must include IT experience applying expertise on multiple complex work assignments;
- Experience developing methodology and contributing to deliverables and performance metrics, where applicable; experience handling multiple tasks, changing priorities, and timely action;
- Experience writing/editing/packaging reports, briefings, presentations, functional descriptions, system specifications, guidance, project and ad hoc deliverables;

Years of Experience: 2

Degree Required: Bachelor's Degree in IT-related field

## **Data Communications Specialist**

- Combined data-driven decision-making, and business intelligence expertise to support strategic and operational
  goals. Responsible for managing data-related tasks, analyzing and interpreting complex datasets, and
  developing insights that inform decision-making across the organization. Strong skills in analysis,
  communication, and prioritization.
- Oversee and prioritize data communication requests and tasks from various departments, ensuring alignment
  with organizational priorities and efficient use of resources. Manage timelines and coordinate with relevant
  teams to ensure timely completion.
- Analyze data and communication trends to provide actionable insights that support decision-making. Work with stakeholders to understand data needs, formulate questions, and deliver insights that drive strategic initiatives.
- Monitor key performance indicators (KPIs), identify trends, and communicate findings to stakeholders.
- Collect, interpret, and present data insights that enable informed decision-making at all levels of the
  organization. Provide evidence-based recommendations to support business strategies and optimize
  communication protocols.
- Generate detailed reports on task status, data trends, and communication performance metrics for stakeholders.
- Act as a liaison between data teams and other departments to identify and prioritize data communication needs. Provide expertise and insights to support data-driven decisions and facilitate effective communication.

Years of Experience: 6

Degree Required: Bachelor's Degree in IT-related field

## **Communications Analyst**

- Support effective communication across the organization through task management, leadership coordination, and delivering high-quality written materials. The ideal candidate will excel in managing multiple communication projects, coordinating with senior leadership, and producing clear, impactful written deliverables.
- Track, prioritize, and manage communication requests and projects, ensuring timely completion and alignment with organizational goals. Maintain a clear overview of ongoing communication tasks and coordinate with relevant teams to streamline workflows.
- Collaborate closely with senior leadership to align communication priorities and respond effectively to time-sensitive requests. Act as a liaison between leadership and other departments to ensure messaging consistency and support organizational objectives.
- Draft, review, and edit a variety of written materials, including reports, presentations, announcements, and memos. Ensure all written deliverables meet high standards for clarity, tone, and strategic messaging.

- Manage multiple communication deliverables simultaneously, adapting to shifting priorities and deadlines.
   Coordinate inputs from various stakeholders and ensure the consistency of messaging across all written materials.
- Gather and analyze information to support leadership communications, providing insights and recommendations
  that enhance messaging effectiveness. Stay updated on industry trends and best practices to continuously
  improve communication strategies.

Years of Experience: 4

Degree Required: Bachelor's Degree in IT-related field

## **Subject Matter Specialist II**

- Serve as a domain expert, providing technical guidance and insights that support strategic decision-making and project implementation. Close collaboration with leadership to ensure that solutions align with business objectives and industry best practices.
- Serve as the primary resource for IT-related knowledge and expertise, offering insights on technology trends, best practices, and emerging solutions. Provide guidance on complex technical issues and offer recommendations that align with organizational goals.
- Act as a trusted advisor to leadership on IT strategies, projects, and initiatives. Evaluate potential solutions and provide assessments based on technical feasibility, costs, risks, and impact on business objectives.
- Work closely with various departments, including operations, cybersecurity, and project management, to
  integrate IT solutions that address organizational needs. Support cross-functional teams by providing relevant
  domain expertise and ensuring that technical objectives are met.
- Assist in planning, designing, and implementing IT projects by providing expertise in technical requirements and industry standards. Participate in project reviews to ensure quality, efficiency, and compliance with best practices.
- Collaborate with senior leadership to understand strategic priorities, assess IT needs, and ensure alignment between technology initiatives and organizational goals. Provide regular updates on project progress and technical insights to inform decision-making.
- Stay current with developments in IT and related technologies, continuously updating knowledge and advising leadership on potential innovations that could benefit the organization.

Years of Experience: 10

- 2. Maximum order: 54151S: \$500.000; OLM: \$250.000
- **3.** Minimum order: \$100.00
- 4. Geographic coverage (delivery area): 50 United States; District of Columbia; Puerto Rico
- **5.** Point(s) of production (city, county, and State or foreign country):

11645 Pine Tree Dr. Fairfax, VA 22033-2714

- **6.** Discount from list prices or statement of net price: Net prices set forth above.
- 7. Quantity discounts: Additional 1% for orders over \$150K.
- **8.** Prompt payment terms: Net 30.
- 9. Foreign items (list items by country of origin): None.
- 10a. Time of delivery: (Contractor insert number of days.) As negotiated with ordering agency and the contractor.
- **10b.** Expedited Delivery: As negotiated with ordering agency and the contractor.
- **10c.** Overnight and 2-day delivery: As negotiated with ordering agency and the contractor.
- **10d.** Urgent Requirements: As negotiated with ordering agency and the contractor.
- 11. F.O.B. point(s): Destination.
- 12a. Ordering address:

11645 Pine Tree Dr. Fairfax, VA 22033-2714

- **12b.** Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- **13.** Payment address:

11645 Pine Tree Dr. Fairfax, VA 22033-2714

- 14 Warranty provision: None.
- 15. Export packing charges, if applicable: Not Applicable
- 16. Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable
- 17. Terms and conditions of installation (if applicable): Not Applicable
- **18a.** Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable
- 18b. Terms and conditions for any other services (if applicable): Not Applicable
- 19. List of service and distribution points (if applicable): Not Applicable
- **20.** List of participating dealers (if applicable): Not Applicable
- **21.** Preventive maintenance (if applicable): Not Applicable
- **22a.** Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable
- **22b.** 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: <a href="https://www.section508.gov/">www.section508.gov/</a>, <a href="https://www.emprata.com">http://www.emprata.com</a>
- 23. Data Universal Number System (DUNS) number: 050886304.
- **24.** Contractor is registered in the SAM database.

# TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

## 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.

# 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.