



#### **AUTHORIZED**

#### INFORMATION TECHNOLOGY (IT) SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

#### SPECIAL ITEM NUMBER 132-45 - HIGHLY ADAPTIVE CYBERSECURITY SERVICES (HACS)

#### SPECIAL ITEM NUMBER 132-51 - IT PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing 9CAD/CAM)
	Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data
	Services, or Other Information Services (All other information services
	belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

#### SPECIAL ITEM NUMBER 132-56 – HEALTHCARE IT PROFESSIONAL SERVICES

**Contract Number: GS-35F-513BA** 

Period Covered by Contract: September 11, 2019 to September 10, 2024

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

#### **GRAHAM TECHNOLOGIES, LLC**

1401 Mercantile Lane, Suite 301 Largo, MD 20774

Phone Number: (240) 764-7899 Fax Number: (301) 560-6579

www.graham-tech.net

# **Table of Contents**

GRA	HAM TECHNOLOGIES, LLC	1
1.	PERSONNEL	1
2.	RESPONSIVENESS	
3.	EXPERTISE	
INFO	DRMATION FOR ORDERING ACTIVITIES	4
1.	GEOGRAPHIC SCOPE OF CONTRACT:	
2.	CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:	
3.	LIABILITY FOR INJURY OR DAMAGE	
4.	STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF	
	STANDARD FORM 279:	5
5.	FOB DESTINATION	
6.	DELIVERY SCHEDULE	5
7.	DISCOUNTS:	
8.	TRADE AGREEMENTS ACT OF 1979, as amended:	6
9.		
10.	SMALL REQUIREMENTS:	
11.	MAXIMUM ORDER	
12.	ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS	6
13.	FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS	
	REQUIREMENTS:	6
14.	CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)	
15.	CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:	
16.	GSA ADVANTAGE!	
17.	PURCHASE OF OPEN MARKET ITEMSCONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS	
18. 19.	OVERSEAS ACTIVITIESOVERSEAS ACTIVITIES AND REPRESENTATIONS	
20.	BLANKET PURCHASE AGREEMENTS (BPAs)	
21.	CONTRACTOR TEAM ARRANGEMENTS	
22.	INSTALLATION, DEINSTALLATION, REINSTALLATION	
23.	SECTION 508 COMPLIANCE.	
24.	PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES	
25.	INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)	
26.	SOFTWARE INTEROPERABILITY	
27.	ADVANCE PAYMENTS	
TED	MS AND CONDITIONS APPLICABLE TO HIGHLY ADAPTIVE	
	CYBERSECURITY SERVICES (HACS)	11
(SPEC	CIAL ITEM NUMBER 132-45)	
1 S	COPE	12
	PRDER	
	ERFORMANCE OF SERVICES	
	NSPECTION OF SERVICES	
5. R	ESPONSIBILITIES OF THE CONTRACTOR	13
	ESPONSIBILITIES OF THE ORDERING ACTIVITY	
	NDEPENDENT CONTRACTOR	
	RGANIZATIONAL CONFLICTS OF INTEREST	
	NVOICES	
10	RESUMES	13





11. APPROVAL OF SUBCONTRACTS	
12. DESCRIPTION OF HIGHLY ADAPTIVE CYBERSECURITY SERVICES AND PRICING	14
a. LABOR CATEGORY PRICING – SIN 132-45	14
b. LABOR CATEGORY DESCRIPTIONS - SIN 132-45	15
TERMS AND CONDITIONS APPLICABLE TO INFORMATION	
TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM	
NUMBER 132-51)	10
1. SCOPE	19
2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)	19
3. ORDER	
4. PERFORMANCE OF SERVICES	
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)	
6. INSPECTION OF SERVICES	
8. RESPONSIBILITIES OF THE CONTRACTOR	
9. INDEPENDENT CONTRACTOR	
10. ORGANIZATIONAL CONFLICTS OF INTEREST	
11. INVOICES	
12. PAYMENTS	
13. RESUMES.	
14. INCIDENTAL SUPPORT COSTS	
15. APPROVAL OF SUBCONTRACTS	22
16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING	22
a. LABOR CATEGORY PRICING – SIN 132-51	23
b. LABOR CATEGORY DESCRIPTIONS SIN 132-51	
TERMS AND CONDITIONS APPLICABLE TO HEALTH INFORMATION	
TECHNOLOGY (IT) SERVICES (SPECIAL ITEM NUMBER 132-56)	28
1. SCOPE	28
2. ORDER	
3. PERFORMANCE OF SERVICES	
4. INSPECTION OF SERVICES	29
5. RESPONSIBILITIES OF THE CONTRACTOR	
6. RESPONSIBILITIES OF THE ORDERING ACTIVITY	
7. INDEPENDENT CONTRACTOR	
8. ORGANIZATIONAL CONFLICTS OF INTEREST	
9. INVOICES	
10. RESUMES	
11. INCIDENTAL SUPPORT COSTS	
12. APPROVAL OF SUBCONTRACTS	
c. LABOR CATEGORY PRICING – SIN 132-56	
d. LABOR CATEGORY DESCRIPTIONS – SIN 132-56	31
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION	
PROCUREMENT PROGRAMS	33
BLANKET PURCHASE AGREEMENT	
	34
BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"	25
ARRAINGENIEN 15	35





#### **GRAHAM TECHNOLOGIES, LLC**

Founded in 2007, Graham Technologies LLC (Graham) is an ISO 9001:2008 certified IT firm that specializes in Software Development and Systems Integration. Graham Technologies is 8(a) certified through 2018 and is led by William Graham, a former Associate at Booz Allen Hamilton consulting firm. The company has broad technology expertise and industry experience supporting government and commercial clients. Graham Technologies is headquartered in Largo, MD.

Graham employees provide technical services for the design, development, testing, deployment, and sustainment of web based applications and databases; to ensure timely, relevant, and value-added solutions for national intelligence missions. Utilizing technologies such as Java, J2EE, APEX, FLEX, Web Services and HTML5 to replace legacy systems and maintain existing applications within the IT enterprise. Graham Technologies LLC specializes in delivering innovative technology solutions to government and commercial clients. Our employees provide a wide range of expertise to support the mission of our clients. Our employees are committed to the following core values: Client Service, Excellence, Integrity, Respect and Teamwork. These core values are what differentiate Graham Technologies from its competitors. Driven by these core values, our goal is to help our clients succeed.

Graham Technologies primary market is in the Washington, D.C Metropolitan Area. In its primary market the company provides its services to a wide variety of clients on an as needed and contractual basis. Graham Technologies has experience supporting privately held organizations, public-sector entities, government agencies and the intelligence community. Graham views the GSA Schedule as having three equally important challenges. These challenges are:

- Personnel
- Responsiveness
- Expertise

We are not only capable of handling these challenges, but of handling them in a quick, responsive, and proactive manner.

#### 1. PERSONNEL

With over 40 full-time employees, Graham possesses the technical capability and expertise to improve the performance while reducing the cost of customers' IT systems and services. Graham is committed to excellence, with total customer satisfaction being the primary motivator for day-to-day operations. Graham focuses on the engineering, technical, and management services required to design, develop, operate and support Information Technology systems over their entire lifecycle.

We have designed a competitive Total Compensation Package (TCP), designed to appeal to all personnel junior and senior employees alike. Our turnover rate is less than 5%.

#### 2. RESPONSIVENESS

Graham has a simplified management system that allows and facilitates direct communication with the Graham Program Manager (PM). Graham realizes that conditions can and do change. In these situations, quick thinking and the ability to act are paramount to keeping projects on-track and successfully guiding projects to meet the new requirements and objectives. Our PM will rapidly respond to contract issues by interacting with the customers to understand the issues and then applying all contract personnel and corporate resources to resolve the issues. Graham will convene a team of its knowledgeable employees to assess the availability of needed talents. Graham will present the COTR with its approach to resolve the problem and recommendations for proposed resolution. This autonomy means that situations can be quickly and easily addressed.





Grahams' goal is to become a partner with our clients to meet the ever changing and challenging information technology needs of the federal government. With our experience, we are exceptionally qualified to provide the partnership needed to make programs successful. Graham has several qualifications that make us ideal for this partnership:

- Quality deliverables
- Cost effective support services
- Management expertise
- Understanding the scientific research support services and information technology
- Proven effective management approach

Our mission statement best describes our approach and objectives. Our mission is to be an integral part of customers' success by providing outstanding technical knowledge, experience, motivation, and commitment through skilled staff and collaborative approach. We are committed and involved to make our customers successful.

#### 3. EXPERTISE

Personnel and responsiveness mean nothing unless combined with specific expertise. In addition to being responsive and available, our staff possesses a combination of technical and scientific expertise. Graham has extensive experience providing personnel in varied CONUS locations.

#### a. Graham Has the Expertise from Both The Technical Side And The Management Side

When selecting Graham, you are not only getting a competent technical and management staff; you are getting a corporate philosophy of "responsiveness to the customer." This responsiveness will be demonstrated in many ways including quick reaction to requirements, access to personnel, cost consciousness, and the desire to "pitch-in" and do whatever it takes to "get the job done."

#### b. Graham Credentials

Graham has extensive credentials in project and enterprise-level services including, information assurance and security, architecture management, process engineering and improvement, software development, systems engineering, help desk operations, and all aspects of network management, operations, and maintenance. Graham develops and maintains enterprise wide networks and desktop environment solutions driven by clients' needs.

Graham is the right company, with the right personnel and expertise to assist GSA in meeting their mission goals.



# Graham Technologies, LLC Capabilities Statement

#### **Graham Technologies, LLC**

1401 Mercantile Lane, Suite 301

Largo, MD 20774

Website: www.graham-tech.net

William Graham, President

Email: william.graham@graham-tech.net

Phone: 240-764-7902

Fax: 301-560-6579

Business Info					
DUNS:	825126035	Dusi	Business Size:		Small
CAGE:	52UTO		Clearance Leve	J	Top Secret
Certs & Reps:	8a certified	through 2018	Clearance Leve	1	Top secret
Certs & Reps.	• ISO 9001:2	•			
	• CMMi Leve				
NAICS Codes:			Programming Ser	rvices	
Turies coues.		-	Design Services	VICCS	
		•	es Management Se	rvices	
		ther Computer R		A VICCS	
				neral M	anagement Consulting
Customers:		reau of Investiga			onal Geospatial Agency (NGA)
		t of Justice (DOJ			ral Intelligence Agency (CIA)
	*	riation Administration (FAA)			onal Security Agency (NSA)
		uman Services (	` /		g Enforcement Administration
		(	/	(DE	
		Graham Coi	e Competencie	S	,
			Development		
	Data		pment & Mana	gemen	t
			on Assurance		
		Cybe	r Security		
			Management		
			ms Design		
	Netv		ing & Network	Suppo	rt
			ation Developm		
Key Contacts					
William Gra	aham		resident	,	william.graham@graham-tech.net
LaToya Gra	aham	Vic	e President		lgraham@graham-tech.net





#### INFORMATION FOR ORDERING ACTIVITIES

#### SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

#### 1. GEOGRAPHIC SCOPE OF CONTRACT:

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

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- [X] The Geographic Scope of Contract will be domestic and overseas delivery.
- [ ] The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

#### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Address: Graham Technologies, LLC

William Graham, President 1401 Mercantile Lane, Suite 301 Largo, MD 20774

Telephone No.: (240) 764-7899

Fax No.: (301) 560-6579

E-mail Address: William.graham@graham-tech.net

Graham Technologies, LLC accepts credit cards for payments equal to or less than the micro-purchase for oral or written orders under this contract. Graham Technologies, LLC and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:





Address: GRAHAM TECHNOLOGIES, LLC

William Graham, President 1401 Mercantile Lane, Suite 301 Largo, MD 20774

Telephone No.: (240) 764-7899

Fax No.: (301) 560-6579

E-mail Address: William.graham@graham-tech.net

#### 3. LIABILITY FOR INJURY OR DAMAGE

GRAHAM TECHNOLOGIES, LLC shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by GRAHAM TECHNOLOGIES, LLC, unless such injury or damage is due to the fault or negligence of GRAHAM TECHNOLOGIES, LLC.

### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: <u>825126035</u>

Block 30: Type of Contractor – 8(a)

Block 31: Woman-Owned Small Business – No.

Block 36: Contractor's Taxpayer Identification Number (TIN): 20-8585556

#### 4a. CAGE Code:

52UTO

- 4b. GRAHAM TECHNOLOGIES, LLC has registered with the Central Contractor Registration Database.
- 5. FOB DESTINATION
- 6. DELIVERY SCHEDULE
- **a. TIME OF DELIVERY**: GRAHAM TECHNOLOGIES, LLC shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

#### SPECIAL ITEM NUMBER

**DELIVERY TIME (Days ARO)** 

132-51

30 days ARO or as negotiated between the ordering agency and GRAHAM TECHNOLOGIES, LLC at the task order level.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

#### 7. DISCOUNTS:

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

Government Educational Institutions – Same discounts as all Government customers.





#### 8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

#### 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not applicable.

#### 10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$100.

#### 11. MAXIMUM ORDER

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology Professional Services

### 12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

### 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

#### 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

#### 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.





#### 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

#### 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)





#### **GS-35F-513BA**

#### 16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <a href="http://www.gsaadvantage.gov">http://www.gsaadvantage.gov</a>

#### 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

#### 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

#### 19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.





#### 20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

#### 21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

#### 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

#### 23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

http://www.graham-tech.com

The EIT standard can be found at: www.Section508.gov/.

#### 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

-			
	(a) contra	A copy of the authorization from the ordering activity with whom the co tract (unless a copy was previously furnished to the Federal Supply Schedule	-
	(b)	The following statement:	
	incon	s order is placed under written authorization from dated In onsistency between the terms and conditions of this order and those of your Fe tract, the latter will govern.	•

### 25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.





- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### 26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <a href="http://www.core.gov">http://www.core.gov</a>.

#### 27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)





# TERMS AND CONDITIONS APPLICABLE TO HIGHLY ADAPTIVE CYBERSECURITY SERVICES (HACS)

#### (SPECIAL ITEM NUMBER 132-45)

Vendor suitability for offering services through the Highly Adaptive Cybersecurity Services (HACS) SINs must be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:

- Federal Acquisition Regulation (FAR) Part 52.204-21
- OMB Memorandum M-06-19 Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments
- OMB Memorandum M -07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information
- OMB Memorandum M-16-03 Fiscal Year 2015-2016 Guidance on Federal Information Security and Privacy Management Requirements
- OMB Memorandum M-16-04 Cybersecurity Implementation Plan (CSIP) for Federal Civilian Government
- The Cybersecurity National Action Plan (CNAP)
- NIST SP 800-14 Generally Accepted Principles and Practices for Securing Information Technology Systems
- **NIST SP 800-27A** Engineering Principles for Information Technology Security (A Baseline for Achieving Security)
- NIST SP 800-30 Guide for Conducting Risk Assessments
- NIST SP 800-35 Guide to Information Technology Security Services
- **NIST SP 800-37** Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach
- NIST SP 800-39 Managing Information Security Risk: Organization, Mission, and Information System View
- NIST SP 800-44 Guidelines on Securing Public Web Servers
- NIST SP 800-48 Guide to Securing Legacy IEEE 802.11 Wireless Networks
- NIST SP 800-53 Security and Privacy Controls for Federal Information Systems and Organizations
- NIST SP 800-61 Computer Security Incident Handling Guide
- NIST SP 800-64 Security Considerations in the System Development Life Cycle
- NIST SP 800-82 Guide to Industrial Control Systems (ICS) Security
- NIST SP 800-86 Guide to Integrating Forensic Techniques into Incident Response
- NIST SP 800-115 Technical Guide to Information Security Testing and Assessment
- NIST SP 800-128 Guide for Security-Focused Configuration Management of Information Systems
- **NIST SP 800-137** Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations
- NIST SP 800-153 Guidelines for Securing Wireless Local Area Networks (WLANs)
- NIST SP 800-171 Protecting Controlled Unclassified Information in non-federal Information Systems and Organizations

\*\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support Highly Adaptive Cybersecurity Services, and cannot be purchased separately.





\*\*\*\*NOTE: All labor categories under the Special Item Number 132-51 Information Technology Professional Services may remain under SIN 132-51 unless the labor categories are specific to the Highly Adaptive Cybersecurity Services SINs.

#### 1. SCOPE

- a. The labor categories, prices, terms and conditions stated under Special Item Numbers 132-45A, 132-45B, 132-45C and 132-45D High Adaptive Cybersecurity Services apply exclusively to High Adaptive Cybersecurity Services within the scope of this Information Technology Schedule.
- b. Services under these SINs are limited to Highly Adaptive Cybersecurity Services only. Software and hardware products are under different Special Item Numbers on IT Schedule 70 (e.g. 132-32, 132-33, 132-8), and may be quoted along with services to provide a total solution.
- c. These SINs provide ordering activities with access to Highly Adaptive Cybersecurity services only.
- d. Highly Adaptive Cybersecurity Services provided under these SINs shall comply with all Cybersecurity certifications and industry standards as applicable pertaining to the type of services as specified by ordering agency.
- e. 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. ORDER

- a. Agencies may use written orders, Electronic Data Interchange (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.

#### 3. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- b. The Contractor agrees to render services 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 Highly Adaptive Cybersecurity 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. All travel will be agreed upon with the client prior to the Contractor's travel.

#### 4. INSPECTION OF SERVICES

Inspection of services is in accordance with 552.212-4 - CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II – JUL 2009) (FAR DEVIATION – JUL 2015) (TAILORED) for Firm-Fixed Price and Time-and-Materials and Labor-Hour Contracts orders placed under this contract.





#### 5. 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 (MAY 2014) Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

#### 6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to the ordering activity's security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Highly Adaptive Cybersecurity Services.

#### 7. INDEPENDENT CONTRACTOR

All Highly Adaptive Cybersecurity 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.

#### 8. 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.

#### 9. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for Highly Adaptive Cybersecurity 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.

#### 10. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### 11. 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.



### 12. DESCRIPTION OF HIGHLY ADAPTIVE CYBERSECURITY SERVICES AND PRICING

a. The Contractor shall provide a description of each type of Highly Adaptive Cybersecurity Service offered under Special Item Numbers 132-45 for Highly Adaptive Cybersecurity Services and it 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 Highly Adaptive Cybersecurity Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates,, minimum general experience and minimum education.

#### a. LABOR CATEGORY PRICING - SIN 132-45

	Sep-19	Sep-20	Sep-21	Sep-22	Sep-23
GSA Title	to	to	to	to	to
	Sep-20	Sep-21	Sep-22	Sep-23	Sep-24
Program Manager	\$189.27	\$193.06	\$196.92	\$200.86	\$204.88
Cyber Security Engineer 1	\$155.29	\$158.40	\$161.57	\$164.80	\$168.10
Cyber Security Engineer 2	\$131.03	\$133.65	\$136.32	\$139.05	\$141.83
Cyber Security Engineer 3	\$111.62	\$113.85	\$116.13	\$118.45	\$120.82
Cyber Security Engineer 4	\$82.46	\$84.11	\$85.79	\$87.51	\$89.26
Penetration Tester/Cyber Hunter 1	\$117.44	\$119.79	\$122.19	\$124.63	\$127.12
Penetration Tester/Cyber Hunter 2	\$101.91	\$103.95	\$106.03	\$108.15	\$110.31
Penetration Tester/Cyber Hunter 3	\$92.08	\$93.92	\$95.80	\$97.72	\$99.67
Penetration Tester/Cyber Hunter 4	\$72.79	\$74.25	\$75.74	\$77.25	\$78.80
Cyber SME 1	\$189.27	\$193.06	\$196.92	\$200.86	\$204.88
Cyber SME 2	\$169.85	\$173.25	\$176.72	\$180.25	\$183.86
Cyber SME 3	\$146.56	\$149.49	\$152.48	\$155.53	\$158.64
Cyber SME 4	\$131.03	\$133.65	\$136.32	\$139.05	\$141.83



#### b. LABOR CATEGORY DESCRIPTIONS - SIN 132-45

Labor Category	Functional Requirements	Min Edu	Min Exp
Program Manager	Coordinates and monitors the scheduling, pricing, and technical performance of company programs. Negotiates and prepares contracts by considering the financial conditions, resources, and contractual requirements. Ensures adherence to master plans and schedules, develops solutions to program problems, and directs work of incumbents assigned to program from various departments. Ensures projects are completed on time and within budget. Acts as advisor to program team regarding projects, tasks, and operations. Typically reports to a department head. Has a wide and comprehensive understanding of both general and specific aspects of the job. Is capable of working on complex problems and exceptions without direct supervision.	Bachelors	10
Cyber Security Engineer 1	The Cyber Security Engineer 1 may identify or resolve highly complex issues to prevent cyberattacks on information systems or keep computer information systems secure from interruption of service, intellectual property theft, network viruses, data mining, financial theft, or theft of sensitive customer data, allowing business to continue as normal. The Cyber Security Engineer designs, installs, and manages security mechanisms that protect networks and information systems against hackers, breaches, viruses, and spyware. This individual responds to incidents, investigates violations, and recommends enhancements to plug potential security gaps. Level 1 is competent in subject matter and concepts and may lead individuals assisting in the work.	Masters	10
Cyber Security Engineer 2	The Cyber Security Engineer 2 may identify or resolve highly complex issues to prevent cyberattacks on information systems or keep computer information systems secure from interruption of service, intellectual property theft, network viruses, data mining, financial theft, or theft of sensitive customer data, allowing business to continue as normal. The Cyber Security Engineer designs, installs, and manages security mechanisms that protect networks and information systems against hackers, breaches, viruses, and spyware. This individual responds to incidents, investigates violations, and recommends enhancements to plug potential security gaps. Level 2 performs more varied and difficult tasks compared to Level 3, yet has less autonomy than Level 1	Bachelors	6



#### GS-35F-513BA

Labor Category	Functional Requirements	Min Edu	Min Exp
Cyber Security Engineer 3	The Cyber Security Engineer 3 may identify or resolve highly complex issues to prevent cyberattacks on information systems or keep computer information systems secure from interruption of service, intellectual property theft, network viruses, data mining, financial theft, or theft of sensitive customer data, allowing business to continue as normal. The Cyber Security Engineer designs, installs, and manages security mechanisms that protect networks and information systems against hackers, breaches, viruses, and spyware. This individual responds to incidents, investigates violations, and recommends enhancements to plug potential security gaps. Level 3 performs more varied and difficult tasks compared to Level 4, yet has less autonomy than Level 2	Bachelors	4
Cyber Security Engineer 4	The Cyber Security Engineer 4 may identify or resolve highly complex issues to prevent cyberattacks on information systems or keep computer information systems secure from interruption of service, intellectual property theft, network viruses, data mining, financial theft, or theft of sensitive customer data, allowing business to continue as normal. The Cyber Security Engineer designs, installs, and manages security mechanisms that protect networks and information systems against hackers, breaches, viruses, and spyware. This individual responds to incidents, investigates violations, and recommends enhancements to plug potential security gaps. Level 4 performs more routine aspects of the position and is supervised by higher levels.	Bachelors	1
Penetration Tester/Cyber Hunter 1	May respond to crisis or urgent situations to mitigate immediate and potential threats. Approaches may include the use information and threat intelligence specifically focused on a proximate incident to identify undiscovered attacks. Investigates and analyzes all relevant response activities. Identifies and assesses the capabilities and activities of cyber criminals or foreign intelligence entities; design and administer procedures in the organization that sustains the security of the organization's data and access to its technology and communications systems. Duties may include: 1. Lead Cyber Hunt team, provides oversight and be responsible for event investigation and tracking activities; 2. Identifies, deters, monitors, and investigates computer and network intrusions; 3. Provide computer forensic support to high technology investigations in the form of evidence seizure, computer forensic analysis, and data recovery; 4. Monitor and assess complex security devices for patterns and anomalies from raw events (DNS, DHCP, AD, SE logs), tag events for Tier 1 & 2 monitoring; and 5. Conduct malware analysis in out-of-band environment (static and dynamic), including complex malware	Bachelors	8
Penetration Tester/Cyber Hunter 2	May respond to crisis or urgent situations to mitigate immediate and potential threats. Approaches may include the use information and threat intelligence specifically focused on a proximate incident to identify undiscovered attacks. Investigates and analyzes all relevant response activities. Identifies and assesses the capabilities and activities of cyber criminals or foreign intelligence entities; design and administer procedures in the organization that sustains the security of the organization's data and access to its technology and communications systems. Duties may include: 1. Identifies, deters, monitors, and investigates computer and network intrusions; 2. Provide computer forensic support to high technology investigations in the form of evidence seizure, computer forensic analysis, and data recovery; 3. Monitor and assess complex security devices for patterns and anomalies from raw events (DNS, DHCP, AD, SE logs), tag events for Tier 1 & 2 monitoring; and 4. Conduct malware analysis in out-of-band environment (static and dynamic), including complex malware	Bachelors	6



#### **GS-35F-513BA**

Labor Category	Functional Requirements	Min Edu	Min Exp
Penetration Tester/Cyber Hunter 3	May respond to crisis or urgent situations to mitigate immediate and potential threats. Approaches may include the use information and threat intelligence specifically focused on a proximate incident to identify undiscovered attacks. Investigates and analyzes all relevant response activities. Identifies and assesses the capabilities and activities of cyber criminals or foreign intelligence entities; design and administer procedures in the organization that sustains the security of the organization's data and access to its technology and communications systems. Duties may include: 1. Uses current hashing algorithms to validate forensic images; diagrams networks and images servers to support digital forensics operations; 2. Utilizes a variety of industry standard tools and techniques to collect a system's current state data and catalog, document, extract, collect, and preserve information; 3. Uses dynamic analysis to identify network intrusions and network monitoring tools to capture real-time traffic spawned by any running malicious code; identifies internet activity that is triggered by malware; identifies network/host-based characteristics and assists in drafting recommendations to detect and prevent malware infections in the future; 4. Monitor and assess complex security devices for patterns and anomalies (IDS, DLP), tag events for Tier 1 monitoring; and 5. Pinpoints location of compromised systems and devices. Correlates events from the various components in the IT security infrastructure and identifies attacks and breaches	Bachelors	4
Penetration Tester/Cyber Hunter 4	May respond to crisis or urgent situations to mitigate immediate and potential threats. Approaches may include the use information and threat intelligence specifically focused on a proximate incident to identify undiscovered attacks. Investigates and analyzes all relevant response activities. May identify and assesses the capabilities and activities of cyber criminals or foreign intelligence entities; design and administer procedures in the organization that sustains the security of the organization's data and access to its technology and communications systems. Duties may include: 1. Utilize various government and commercial resources to research known malware, attacks, define its characteristics, and report findings and mitigation recommendations to appropriate personnel; 2. Uses prescribed methods and materials to review and analyze events indicative of incidents; 3. Attempts to detect the full spectrum of known cyberattacks (e.g., DDoS, malware, phishing, others); and 4. Pinpoints location of compromised systems and devices. Correlates events from the various components in the IT security infrastructure and identifies attacks and breaches	Bachelors	1
Cyber SME 1	Recognized as an authority in a given domain of Cyber security, or proficient in highly demanded emergent cyber tools or processes required under special circumstances. Duties may include: 1. Apply subject matter authority to a specific incident, security application or enterprise environment to improve security posture or resolve organizational issues; 2. Generate issue papers and reporting; and 3. Advise senior leadership on security issues	Masters	15
Cyber SME 2	Recognized as an authority in a given domain of Cyber security, or proficient in highly demanded emergent cyber tools or processes required under special circumstances. Duties may include: 1. Apply subject matter authority to a specific incident, security application or enterprise environment to improve security posture or resolve organizational issues; 2. Generate issue papers and reporting.	Masters	10



Labor Category	Functional Requirements	Min Edu	Min Exp
Cyber SME 3	Recognized as an authority in a given domain of Cyber security, or proficient in highly demanded emergent cyber tools or processes required under special circumstances. Duties may include: 1. Apply subject matter authority to a specific incident, security application or enterprise environment to improve security posture or resolve organizational issues; 2. Generate issue papers and reporting.	Bachelors	6
Cyber SME 4	Recognized as an authority in a given domain of Cyber security, or proficient in highly demanded emergent cyber tools or processes required under special circumstances. Duties may include: Apply subject matter authority to a specific incident, security application or enterprise environment to improve security posture or resolve organizational issues	Bachelors	4

# 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/IAM 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/IAM 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

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – 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 (May 2001) (Deviation 1 – 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 – 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/IAM Professional Services.

#### 9. INDEPENDENT CONTRACTOR

All IT/IAM 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/IAM 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 (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. 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

GRAHAM TECHNOLOGIES, LLC offers the following Information Technology (IT) Professional Services under Special Item Numbers 132-51:

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing 9CAD/CAM)
	Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data
	Services, or Other Information Services (All other information services
	belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified





#### **GS-35F-513BA**

#### a. LABOR CATEGORY PRICING - SIN 132-51

		Sep-19	Sep-20	Sep-21	Sep-22	Sep-23
	GSA Title	to	to	to	to	to
		Sep-20	Sep-21	Sep-22	Sep-23	Sep-24
1	Project Manager	\$117.78	\$120.14	\$122.54	\$124.99	\$127.49
2	Consultant 1	\$164.51	\$167.80	\$171.16	\$174.58	\$178.07
3	Consultant 2	\$114.93	\$117.23	\$119.57	\$121.96	\$124.40
4	Consultant 3	\$107.64	\$109.79	\$111.99	\$114.23	\$116.51
5	Systems Analyst 1	\$117.78	\$120.14	\$122.54	\$124.99	\$127.49
6	Systems Analyst 2	\$92.15	\$93.99	\$95.87	\$97.79	\$99.75
7	Software Engineer 1	\$123.82	\$126.30	\$128.83	\$131.41	\$134.04
8	Software Engineer 2	\$100.31	\$102.32	\$104.37	\$106.46	\$108.59
9	Software Engineer 3	\$82.14	\$83.78	\$85.46	\$87.17	\$88.91
10	IT Security Analyst 1	\$132.37	\$135.02	\$137.72	\$140.47	\$143.28
11	IT Security Analyst 2	\$82.57	\$84.22	\$85.90	\$87.62	\$89.37
12	Network Engineer 1	\$95.10	\$97.00	\$98.94	\$100.92	\$102.94
13	Network Engineer 2	\$82.14	\$83.78	\$85.46	\$87.17	\$88.91
14	Software Developer 1	\$117.78	\$120.14	\$122.54	\$124.99	\$127.49
15	Software Developer 2	\$95.70	\$97.61	\$99.56	\$101.55	\$103.58
16	Web Developer 1	\$101.33	\$103.36	\$105.43	\$107.54	\$109.69
17	Web Developer 2	\$81.55	\$83.18	\$84.84	\$86.54	\$88.27
18	Web Developer 3	\$69.73	\$71.12	\$72.54	\$73.99	\$75.47
19	Program Support 1	\$60.17	\$61.37	\$62.60	\$63.85	\$65.13
20	Program Support 2	\$28.17	\$28.73	\$29.30	\$29.89	\$30.49





#### GS-35F-513BA

#### b. LABOR CATEGORY DESCRIPTIONS SIN 132-51

Labor categories offered by GRAHAM TECHNOLOGIES, LLC are described as follows.

CLIN	GSA Title	Functional Responsibilities		Minimum Experience
1	Project Manager	Manages project to ensure that implementation and prescribed activities are carried out in accordance with specified objectives. Plans and develops methods and procedures for implementing project, directs and coordinates project activities, and exercises control over personnel responsible for specific functions or phases of project.	Bachelors	10
2	Consultant 1	Establishes and satisfies highly challenging and complex system-wide data and information processes and models based upon the analysis of user, policy, regulatory, and resource demands. Supports customers at the highest levels in the development and implementation of technology functions, solutions, and policies. Provides leadership and guidance in the development, design and application of solutions implemented by more junior staff members.	Bachelors	10
3	Consultant 2	Establishes and satisfies highly challenging and complex system-wide data and information processes and models based upon the analysis of user, policy, regulatory, and resource demands. Supports customers at the highest levels in the development and implementation of technology functions, solutions, and policies. Provides leadership and guidance in the development, design and application of solutions implemented by more junior staff members.	Bachelors	7
4	Consultant 3	Provides expert, independent services and leadership in specialized technical areas. Provides expertise on an as-needed basis to all task assignments. Provides expert advice and assistance in state-of-the-art software/hardware. Coordinates with contractor management and Government personnel to ensure that the problem has been properly defined and that the solution will satisfy the Government's requirement.	Bachelors	4
5	Systems Analyst 1	Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. Demonstrates expertise in a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May provide consultation on complex projects and is considered to be the top level contributor/specialist. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.	Bachelors	10



CLIN	GSA Title	Functional Responsibilities	Minimum Education	Minimum Experience
6	Systems Analyst 2	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and installing to support an organization's application systems. Consults with users to identify current operating procedures and to clarify program objectives. May be expected to write documentation to describe program development, logic, coding, and corrections. Writes manuals for users to describe installation and operating procedures. Must have a working knowledge of relational databases and client-server concepts. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. Typically reports to a project leader or manager. A wide degree of creativity and latitude is expected.	Bachelors	7
7	Software Engineer 1	Analyzes and refines systems requirements. Translates systems requirements into applications prototypes. Plans and designs systems architecture. Writes, debugs, and maintains code.  Determines and designs applications architecture. Determines output media/formats and designs user interfaces. Works with customers to test applications. Ensures software and systems quality and functionality. Integrates hardware and software components. Writes and maintains program documentation. Evaluates new application software technologies; and/or ensures the application of information security/information assurance policies, principles, and practices to the delivery of application software services. Mentors and leads junior level software engineers.	Bachelors	7
8	Software Engineer 2	Analyzes and refines systems requirements. Translates systems requirements into applications prototypes. Plans and designs systems architecture. Writes, debugs, and maintains code.  Determines and designs applications architecture. Determines output media/formats and designs user interfaces. Works with customers to test applications. Ensures software and systems quality and functionality. Integrates hardware and software components. Writes and maintains program documentation. Evaluates new application software technologies, and/or ensures the application of information security/information assurance policies, principles, and practices to the delivery of application software services.	Bachelors	5
9	Software Engineer 3	Analyzes and refines systems requirements. Translates systems requirements into applications prototypes. Plans and designs systems architecture. Writes, debugs, and maintains code.  Determines and designs applications architecture. Determines output media/formats and designs user interfaces. Works with customers to test applications. Ensures software and systems quality and functionality. Integrates hardware and software components. Writes and maintains program documentation. Evaluates new application software technologies, and/or ensures the application of information security/information assurance policies, principles, and practices to the delivery of application software services.	Bachelors	2
10	IT Security Analyst 1	Provides information security expertise in the analysis, assessment, development, and evaluation of security solutions and architectures to secure applications, operating systems, databases, networks, and policies and procedures. The IT Security Analyst I will assist with security related projects; software purchases, system implementations while serving as a senior technical advisor who provides technical information security expertise and guidance to government units, operational units, and other IT functions to assist in identifying, managing, and mitigating security risks.	Masters	8



CLIN	GSA Title	Functional Responsibilities	Minimum Education	Minimum Experience
11	IT Security Analyst 2	Monitors, analyzes, and corrects IT Security incidents (e.g., Internet/Intranet security, software development, network architecture, protocols, firewalls, intrusion methods and tools, systems, products, access, etc.) while adhering to departmental standards and guidelines and in a timely and accurate manner.	Bachelors	5
12	Network Engineer 1	Provides intermediate-level experience in managing the day-to-day operation and architecture of a network or SharePoint Portal application, to include training. Plans, designs, and implements sites, pages, and webparts for users. Coordinates with content managers, site administrators, and outside government organizations for new features and capabilities. Assists in providing content support. Evaluates technical feasibility of proposed system solutions. Researches, analyzes, monitors, troubleshoots, and resolves SharePoint server or data problems. Develops, maintains, and implements network support and archiving procedures. Provides new innovative solutions to the current network structure. Implements and coordinates policies, procedures, and standards and enforces security procedures.	Bachelors	4
13	Network Engineer 2	Sets up, configures, and supports internal and/or external networks. Develops and maintains all systems, applications, security, and network configurations. Troubleshoots network performance issues and creates and maintains a disaster recovery plan. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.	Bachelors	1
14	Software Developer 1	As an expert programmer/analyst, consults with clients to learn and define their business needs. Prepares program specifications; assists with the preparation of user documentation and system implementation. Analyzes, designs, develops, implements, and maintains applications over distributed networks and related protocols for various systems. Converts and/or ports fully developed code over to other platforms using different architectures or operating systems. May guide Developer at a lower level and other technical personnel on assigned work.	Bachelors	10
15	Software Developer 2	Develops program specifications for applications software development under general supervision.  Defines the logic, performs the coding, and tests and debugs the programs. Prepares system and program specifications and documentation that includes designing report formats, record layouts, screen layouts, and algorithms. Implements modifications to existing systems. Documents program and system logic. Defines and designs data capture forms, data conversion procedures, data validation/correction steps, and database definitions tables.	Bachelors	8



CLIN	GSA Title	Functional Responsibilities		Minimum Experience
16	Web Developer 1	Designs, develops, and implements web-based Java applications to support business requirements. Follows approved life cycle methodologies, creates design documents, and performs program coding and testing. Resolves technical issues through debugging, research, and investigation. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. A degree of creativity and latitude is required. Typically reports to a supervisor or manager.	Bachelors	8
17	Web Developer 2	Designs, develops, and implements web-based Java applications to support business requirements. Follows approved life cycle methodologies, creates design documents, and performs program coding and testing. Resolves technical issues through debugging, research, and investigation. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. A degree of creativity and latitude is required. Typically reports to a senior developer	Bachelors	5
18	Web Developer 3	Designs, develops, and implements web-based Java applications to support business requirements. Follows approved life cycle methodologies, creates design documents, and performs program coding and testing. Resolves technical issues through debugging, research, and investigation. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Typically reports to a senor developer.	Bachelors	2
19	Program Support 1	Performs a variety of administrative functions. Schedules appointments, gives information to callers, and takes dictation. Composes memos, transcribes notes, and researches and creates presentations. Generates reports, handles multiple projects, and prepares and monitors invoices and expense reports. May assist with compiling and developing the annual budget.	High School	4
20	Program Support 2	Performs a variety of administrative functions. Schedules appointments, gives information to callers, and takes dictation. Composes memos, transcribes notes, and researches and creates presentations. Generates reports, handles multiple projects, and prepares and monitors invoices and expense reports. May assist with compiling and developing the annual budget.	High School	1

<sup>\*\*</sup>NOTE\*\* Experience can be substituted for education on a ratio of one year's experience for one year of college.



# TERMS AND CONDITIONS APPLICABLE TO HEALTH INFORMATION TECHNOLOGY (IT) SERVICES (SPECIAL ITEM NUMBER 132-56)

Vendor suitability for offering services through the new Health IT SIN must be in accordance with the following laws and standards when applicable to the specific task orders, including but not limited to:

Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) and Special Publications

Federal Information Security Management Act (FISMA) of 2002

#### 1. SCOPE

- a. The labor categories, prices, terms and conditions stated under Special Item Number 132-56 Health Information Technology Services apply exclusively to Health IT Services within the scope of this Information Technology Schedule.
- b. This SIN is limited to Health IT Services only. Software and hardware products are out of scope. Hardware and software can be acquired through different Special Item Numbers on IT Schedule 70 (e.g. 132-32, 132-33, 132-8).
- c. This SIN provides ordering activities with access to Health IT services.
- d. Health IT Services provided under this SIN shall comply with all Healthcare certifications and industry standards as applicable at the task order level.
- e. 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. ORDER

a. Agencies may use written orders, Electronic Data Interchange (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.

#### 3. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- 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 Health 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. All travel will be agreed upon with the client prior to the Contractor's travel.

#### 4. 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.

#### 5. 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.

#### 6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Health IT Services.

#### 7. INDEPENDENT CONTRACTOR

All Health IT 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.

#### 8. 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.

#### 9. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for Health 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.

#### 10. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### 11. INCIDENTAL SUPPORT COSTS

Incidental support costs are not considered part of 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.

#### 12. 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.



#### c. LABOR CATEGORY PRICING – SIN 132-56

		Sep-19	Sep-20	Sep-21	Sep-22	Sep-23
	GSA Title	to	to	to	to	to
		Sep-20	Sep-21	Sep-22	Sep-23	Sep-24
1	Health Care IT Consultant 2	\$123.55	\$126.02	\$128.54	\$131.11	\$133.73
2	Health Care IT Consultant 3	\$111.23	\$113.45	\$115.72	\$118.03	\$120.39
3	Health Care IT Consultant 4	\$83.39	\$85.06	\$86.76	\$88.50	\$90.27
4	Health Care IT Consultant 5	\$75.80	\$77.32	\$78.87	\$80.45	\$82.06

#### d. LABOR CATEGORY DESCRIPTIONS – SIN 132-56

Labor Category	Functional Responsibilities	Education	Yrs Exp
Health Care IT Consultant 2	Researches and analyzes basic and complex issues surrounding the processes and systems of an organization. Makes recommendations surrounding improving processes, efficiency and practices. Designs, develops, implements and maintains business solutions. Works with main clients and project and business leaders to identify analytical requirements. Communicates changes and may provide training to impacted business units. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.	B.A. or B.S.	8
Health Care IT Consultant 3	Researches and analyzes basic and complex issues surrounding the processes and systems of an organization. Makes recommendations surrounding improving processes, efficiency and practices. Simulates and tests process improvements. Communicates changes and may provide training to impacted business units. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks to include systems analysis and programming. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to top management.	B.A. or B.S.	6



Labor Category	Functional Responsibilities	Education	Yrs Exp
Health Care IT Consultant 4	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and installing to support an organization's application systems. Consults with users to identify current operating procedures and to clarify program objectives. May be expected to write documentation to describe program development, logic, coding, and corrections. Writes manual for users to describe installation and operating procedures. Communicates changes and may provide training to impacted business units. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks to include systems analysis and programming. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to top management.	B.A. or B.S.	4
Health Care IT Consultant 5	Reviews, analyzes, and evaluates business systems and user needs. Documents requirements, defines scope and objectives, and formulates systems to parallel overall business strategies. Researches and analyzes basic and complex issues surrounding the processes and systems of an organization. Makes recommendations surrounding improving processes, efficiency and practices. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a manager.	B.A. or B.S.	2

# USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

#### **PREAMBLE**

Technical and Project Engineering (GRAHAM TECHNOLOGIES, LLC) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

#### COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Address: GRAHAM TECHNOLOGIES, LLC

William Graham, President 1401 Mercantile Lane, Suite 301 Largo, MD 20774

Telephone No.: (240) 764-7899

Fax No.: (301) 560-6579

E-mail Address: William.graham@graham-tech.net





#### **GS-35F-513BA**

BPA NUMBER\_\_\_\_\_(CUSTOMER NAME)

#### **BLANKET PURCHASE AGREEMENT**

Agreer	ant to GSA Federal Supply Schedule Contract Number(s), Blanket Purchase nents, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) JSIVELY WITH (ordering activity):						
(1)	The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:						
MODE	L NUMBER/PART NUMBER *SPECIAL BPA DISCOUNT/PRICE						
	<del></del> -						
(2)	Delivery:						
DESTI	NATION DELIVERY SCHEDULES / DATES						
(3)	The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be						
(4)	This BPA does not obligate any funds.						
(5)	This BPA expires on or at the end of the contract period, whichever is earlier.						
(6)	The following office(s) is hereby authorized to place orders under this BPA:						
	OFFICE POINT OF CONTACT						
(7)	Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.						
(8)	Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:						
	<ul> <li>(a) Name of Contractor;</li> <li>(b) Contract Number;</li> <li>(c) BPA Number;</li> <li>(d) Model Number or National Stock Number (NSN);</li> <li>(e) Purchase Order Number;</li> <li>(f) Date of Purchase;</li> <li>(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and</li> <li>(h) Date of Shipment.</li> </ul>						
(9)	The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued						



(10)

against this BPA.

provisions of this BPA will take precedence.

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the

# BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers' needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.