



Schedule
Contract # 47QTCA19D00L5

GENERAL SERVICES ADMINISTRATION

FEDERAL SUPPLY SERVICE

**MULTIPLE AWARD SCHEDULE (MAS)
CONSOLIDATION PRICELIST**

**AUTHORIZED FEDERAL SUPPLY
SCHEDULE PRICE LIST**

Online access to contract ordering information, terms, and conditions, up-to-date pricing, and the options to create an electronic delivery order are available through *GSA Advantage!™*, a menu-driven database system.

The internet address for *GSA Advantage!™* is:
www.GSAAdvantage.gov

**Schedule for:
IT PROFESSIONAL SERVICES
(SIN 45151S) and
MISCELLANEOUS
COMPLEMENTARY SINs
(SIN OLM)**

Federal Supply Group: MAS

Contract #:

47QTCA19D0L5

Contract Period:

9/17/2019 – 9/16-2025

Submitted by:

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DUNS: 618931757

Business Size: Small

Socioeconomic Status: 8(a),

HUBZone, SDVOSB

CAGE Code: 4BR42

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8(A) | HUBZone | SDVOSB

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

Special Notice to Agencies : SMALL BUSINESS PARTICIPATION

The 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.gsa.gov/fas) 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, veteran owned, and woman-owned small business 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. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

Special Item Number	Description
54151S	Information Technology Professional Services
OLM	Miscellaneous Complementary SINs

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (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 (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the IT Services SIN of the MAS Schedule is not to be used to procure services which properly fall under the Brooks Act. These services include, but are not limited to,

architectural, engineering, mapping, cartographic production, remote sensing, geographic information system, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances, the services must be performed by the publisher or manufacturer or one of their authorized agents.

2. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic Delivery Only: delivery within the 48 contiguous states, Alaska, Hawaii, Puerto, Washington, DC, and US Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

3. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

CONTRACTOR'S ORDERING ADDRESS:	ARTi Incorporated
	GSA Orders
	50 W Queens Way Ste 101
	Hampton VA 23669
CONTRACTOR'S PAYMENT ADDRESS:	ARTi Incorporated
	Accounts Receivable/GSA Orders
	50 W Queens Way Ste 101
	Hampton VA 23669

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor 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:

(757) 224.4590

The following email address(es) can be used by ordering activities to obtain technical and/or ordering assistance:

Theresa.lee@artiinc.com

Robert.holmes@artiinc.com

4. LIABILITY FOR INJURY OR DAMAGE

The Contractor 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 the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

5. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF SF 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number – **618931757**

- Block 30: Type of Contractor – **A. Small Disadvantaged Business**
- Block 32: HUBZone Small Business Concern - **YES**
- Block 37: Contractor’s Taxpayer Identification Number (TIN) – **20-4202706**
- Block 40: Veteran Owned Small Business (VOSB) – **A. SDVOSB, YES**

6. FOB DESTINATION

7. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor 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)
54151S	To Be Determined at Time of Award

SPECIAL ITEM NUMBER	EXPEDITED DELIVERY TIME (DAYS ARO)
54151S	To Be Determined at Time of Award

SPECIAL ITEM NUMBER	OVERNIGHT & 2-DAY DELIVERY TIME (DAYS ARO)
54151S	To Be Determined at Time of Award

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.

8. DISCOUNTS

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

- a. Prompt Payment: **NONE**
- b. Quantity: **NONE**
- c. Dollar Volume: **NONE**
- d. Government Education Institutions: **SAME AS GSA**
- e. Other: **NONE**

9. FOREIGN ITEMS

All Items are US 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.

10. MINIMUM ORDER

The minimum dollar value of orders to be issued is **\$100.00.**

11. MAXIMUM ORDER

The maximum order value for the following SINs is \$500,000.

- SIN 54151S - Information Technology Professional Services
- SIN OLM – Order Level Materials – Miscellaneous Complementary SINs

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 (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

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 utilizing a browser. The Internet address is <http://www.gsaadvantage.gov>.

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. 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 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.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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, except as indicated below: **Not Applicable**

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 receive 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 / 132-8STLOC / 132-8RC.

23. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): **Not Applicable**

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) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement: This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, 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 based on 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 <http://www.core.gov>.

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 INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SIN 54151S) and MISCELLANEOUS COMPLEMENTARY SINS (SIN OLM)**

1. SCOPE

- a. The prices, terms and conditions stated under SIN 54151S Information Technology Professional Services and SIN OLM Miscellaneous Complementary SINS apply exclusively to IT Professional Services and Miscellaneous Complementary Services within the scope of this Multiple Award Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made, and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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 Professional Services and Miscellaneous Complementary Services.

9. INDEPENDENT CONTRACTOR

All services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b.** To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (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 SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of Service offered under SIN 54151S IT Professional Services and OLM Miscellaneous Complementary SINs 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 services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE:

ARTi Incorporated 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 ensure 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 -

Robert M. Holmes, Jr., CEO

Phone: 757.224.4590

Robert.holmes@artiinc.com

Fax: 757.224.4592

LABOR CATEGORY DESCRIPTIONS

Substitute for Education Requirement Policy

ARTi, Incorporated recognizes varying levels of education and experience in their position descriptions. ARTi maintains that many times experience is as or more important than formal preparation. Therefore, it is policy to substitute two years of related experience or industry recognized certification for one or more years of higher education.

Labor Category: Collaboration Specialist I

MINIMUM/GENERAL EXPERIENCE: Two years of direct experience in the use, design, development, and architecture of collaborative software systems.

FUNCTIONAL RESPONSIBILITY: Provide support for collaborative tools software platforms, such as MS SharePoint, ServiceNow, etc., including general administration and troubleshooting. Improve technical governance and architecture of the collaborative tools software platforms, including evaluating current and future needs, identifying improvement opportunities, developing procedures for implementing architecture changes, and maintaining appropriate documentation. Provide end user support for Collaboration sites, including providing help to clients, developing solutions to enhance business processes, troubleshooting user issues, maintaining collaboration documentation, and providing training as needed.

MINIMUM EDUCATION: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline.

Labor Category: Collaboration Specialist II

MINIMUM/GENERAL EXPERIENCE: Five years of direct experience in the use, design, development, and architecture of collaborative software systems.

FUNCTIONAL RESPONSIBILITY: Provide support for collaborative tools platforms, such as MS SharePoint, ServiceNow, etc., including general administration and troubleshooting. Provide periodic reports on performance and usage. Improve technical governance and architecture of the collaborative tools platforms, including evaluating current and future needs, identifying improvement opportunities, developing procedures for implementing architecture changes, and maintaining appropriate documentation. Provide end user support for Collaboration sites, including providing help to clients, developing solutions to enhance business processes, troubleshooting user issues, maintaining collaboration documentation, and providing training as needed.

MINIMUM EDUCATION: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline.

Labor Category: Graphics Specialist

Minimum/General Experience: A minimum of two (2) years of related graphics experience.

Functional Responsibility: Responsible for graphics design and use, operation, and setup of computer graphic systems for business communications. Executes graphic projects and assists in coordination of all graphic production scheduling. Coordinates production support with outside vendors, as needed. Ensures that graphic projects are completed on time, within budget, and to user's satisfaction. Interfaces with users to determine scope of project and best graphic medium. Trains other personnel in proper use of computer graphic equipment. Troubleshoots computer equipment problems and performs minor preventive maintenance.

Minimum Education: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline.

Labor Category: Program Manager I

MINIMUM/GENERAL EXPERIENCE: Ten years of direct experience in information technology projects.

FUNCTIONAL RESPONSIBILITY: Accountable for all aspects of program performance. Directs the performance of a variety of related projects, which may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, quality control, administration, etc. Typically reports to a senior manager.

MINIMUM EDUCATION: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline.

Labor Category: Program Manager II

MINIMUM/GENERAL EXPERIENCE: Fifteen years of direct experience in information technology projects.

FUNCTIONAL RESPONSIBILITY: Accountable for all aspects of program performance. Directs the performance of a variety of related projects, which may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, quality control, administration, etc. Typically reports to a senior manager or corporate officer.

MINIMUM EDUCATION: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline. MS/MA degree preferred.

Labor Category: Quality Assurance Analyst I

Minimum/General Experience: Two (2) years of related quality assurance specialist experience.

Functional Responsibility: Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract. Provides an independent

assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process.

Minimum Education: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or four (4) years of equivalent work experience.

Labor Category: Quality Assurance Analyst II

Minimum/General Experience: A minimum of four (4) years of related quality assurance analyst experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities.

Functional Responsibility: Under general supervision, carries out procedures to ensure that all information systems, products and services meet minimum organization standards and end-user requirements. Thoroughly tests software to ensure proper operation and freedom from defects. Documents and works to resolve all problems. Reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Performs workflow analysis and recommends quality improvements. Frequently reports to a Quality Assurance Manager.

Minimum Education: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or eight (8) years of equivalent work experience.

Labor Category: Systems Engineer/Functional Analyst I

Minimum/General Experience: Minimum of three (3) years of experience performing systems analysis, requirements analysis, and supporting senior level analysts.

Functional Responsibility: Gathers information and specifications about client systems and the client's approach to using and applying state-of-the-art technology solutions to their information processing and e-business needs. Provides support to senior staff and interacts with client personnel and other professionals supporting the project. Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

Minimum Education: BS/BA in Computer Science, Information Systems, Engineering, Business or related field. MS/MA reduces experience requirement to two (2) years.

Labor Category: Systems Engineer/Functional Analyst II

Minimum/General Experience: This position requires a minimum of five (5) years' experience, of which at least three years must be specialized. Specialized experience includes: systems requirements or developing functional requirements for complex integrated information systems business processes and/or programs. Must demonstrate the ability to work independently.

Functional Responsibility: Gathers information and specifications about client systems and the client's approach to using and applying state-of-the-art technology solutions to their information processing and e-business needs. Provides support to senior staff and interacts with client personnel and other professionals

supporting the project. Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

Minimum Education: BS/BA in Computer Science, Information Systems, Engineering, Business or related field. MS/MA reduces experience requirement to three (3) years.

Labor Category: Systems Engineer/Functional Analyst III

Minimum/General Experience: This position requires a minimum of ten (ten) years' experience, of which at least eight years must be specialized. Specialized experience includes: systems requirements or developing functional requirements for complex integrated information systems business processes and/or programs. Must demonstrate the ability to work independently.

Functional Responsibility: Gathers information and specifications about client systems and the client's approach to using and applying state-of-the-art technology solutions to their information processing and e-business needs. Provides support to senior staff and interacts with client personnel and other professionals supporting the project. Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

Minimum Education: MS/MA in Computer Science, Information Systems, Engineering, Business or related field. With fifteen years of experience, with at least twelve years specialized, a BS/BA is acceptable.

Labor Category: Technical Writer I

MINIMUM/GENERAL EXPERIENCE: Three years direct experience, in the last five years.

FUNCTIONAL RESPONSIBILITY: Performs research and writes a variety of technical copy for professional documents, including program reports and procedures, documentation, training materials, including analysis and compilation of diverse policy, technical, statistical, demographic, and financial information. Participates on documentation production teams.

MINIMUM EDUCATION: BS/BA in a relevant discipline. With at least eight years of general experience of which six years is directly related experience, a degree is not required.

Labor Category: Technical Writer II

MINIMUM/GENERAL EXPERIENCE: Five years direct experience, in the last eight years.

FUNCTIONAL RESPONSIBILITY: Performs research and writes a wide variety of technical copy for professional documents, including program reports and procedures, documentation, training materials, including analysis and compilation of diverse policy, technical, statistical, demographic, and financial information. Leads documentation production teams. May direct the work of more junior technical writers.

MINIMUM EDUCATION: BS/BA in a relevant discipline. With at least ten years of general experience of which eight years is directly related experience, a degree is not required.

Labor Category: Web Designer

Minimum/General Experience: A minimum of two (2) years of related web designer experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities.

Functional Responsibility: Under direct supervision, designs and builds web pages using a variety of graphics software applications, techniques, and tools. Designs and develops user interface features, site animation, and special effects elements. Contributes to the design group's efforts to enhance the appeal of the organization's online offerings. Designs the website to support the organization's strategies and goals relative to external communications. Typically requires one to three years of experience in the area of web design. Requires knowledge of web-based technologies including browsers ASP pages, HTML code, object-oriented technology, and graphics software.

Minimum Education: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or four (4) years of equivalent work experience.

Labor Category: Web Software Developer

Minimum/General Experience: A minimum of four (4) years of related web software development experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities.

Functional Responsibility: Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for a component of the website. Works with graphic designers and other members of a project team to develop the site concept, interface design, and architecture of the website. Responsible for interface implementation. Integrates web applications with backend databases. Deploys large web-based transaction systems using application servers. Researches, tests, builds, and coordinates the integration of new products per production and client requirements. Requires strong navigation and site-design instincts.

Minimum Education: BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or eight (8) years of equivalent work experience.

INFORMATION TECHNOLOGY SERVICES SIN 54151S – LABOR CATEGORY PRICING

SINs	Commercial Labor Category	GSA Price (Including IFF)
54151S	Collaboration Specialist	\$ 80.30
54151S	Graphic Specialist	\$ 64.03
54151S	Program Manager I	\$ 80.30
54151S	Quality Assurance Analyst I	\$ 74.54
54151S	Quality Assurance Analyst II	\$ 84.52
54151S	Systems Engineer/Functional Analyst I	\$ 86.39
54151S	Systems Engineer/Functional Analyst II	\$ 92.46
54151S	Systems Engineer/Functional Analyst III	\$106.44
54151S	Technical Writer I	\$ 60.97
54151S	Technical Writer II	\$ 67.63
54151S	Web Software Developer	\$86.64

MISCELLANEOUS OTHER SERVICES, SIN OLM – LABOR CATEGORY PRICING

SINs	Commercial Labor Category	GSA Price (Including IFF)
OLM	TO BE DETERMINED	TBD