

# GENERAL SERVICES ADMINISTRATION Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

General Purpose Commercial Information Technology Equipment, Software and Services

## FSC GROUP Class 70, STANDARD INDUSTRY GROUP: 70

# SIN 132 51-Information Technology Professional Services

FSC Product code: FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS • Systems Analysis Services FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE • Automated Information Systems Services FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP • Backup and Security Services FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS • Other Information Technology Services, Not Elsewhere Classified

## SIN 132 56-Health Information Technology Services

FSC Product code: FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS • Systems Analysis Services FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP • Backup and Security Services FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS • Other Information Technology Services, Not Elsewhere Classified

#### **Contractor's name:**

Bizwit LLC 2864 Clifton Rd Columbus, Ohio 43221-2517 Phone: (614)-589-5896 Web: www.bizwit.us

#### Contract number: GS-35F-369GA

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

**Contract period:** 04/13/2017 - 04/12/2022

**DUNS:** 055278060 Voice: (614) 589-5896 Contact: Robert Brzezinski Email: <u>robert.brzezinski@bizwit.us</u>



Contractor's internet address/web site where schedule information can be found: <a href="http://www.bizwit.us">www.bizwit.us</a>

Business size: Small Business.

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

SIN 132 51 Information Technology Professional Services SIN 132 56 Health Information Technology Services

#### 1b. Labor Category Description and Pricing

SIN 132 51 Information Technology Professional Services – see <u>Section 27</u> SIN 132 56 Health Information Technology Services – see <u>Section 28</u>

#### **Fixed price escalation rate:**

Base Year: 0% 0.75% Industrial Funding Fee is included in the rates

#### 2. Maximum order. \$500,000 per SIN

3. Minimum order. \$400.00 per SIN

#### 4. Geographic coverage (delivery area). Domestic

**5.** Point(s) of production (city, county, and State or foreign country). Columbus, Ohio, USA and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity. Any Contractor travel required in the performance of 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.

**6. Discount from list prices or statement of net price.** The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

#### 7. Quantity discounts. None

#### 8. Prompt payment terms. Net 30 days

**9a. Government purchase cards are accepted at or below the micro-purchase threshold.** Accepted for purchases at or below the micro-purchase threshold.

**9b.** Government purchase cards are accepted above the micro-purchase threshold up to \$5,000 per order. Not accepted for purchases above the micro-purchase threshold.

## 10. Foreign items (list items by country of origin). None



**11a. Time of delivery.** Negotiated at the Task Order Level with the Ordering Activity for all products and services.

**11b. Expedited Delivery.** Please contact the Contractor for availability and rates.

11c. Overnight and 2-day delivery. Please contact the Contractor for availability and rates.

**11d. Urgent Requirements.** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

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

**13a. Ordering address.** Robert Brzezinski Bizwit LLC 2864 Clifton Rd Columbus, Ohio 43221-2517 614-589-5896 robert.brzezinski@bizwit.us

#### 13b. Ordering procedures:

Agencies may use written 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. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

#### 14. Payment address.

Robert Brzezinski Bizwit LLC 2864 Clifton Rd Columbus, Ohio 43221-2517 614-589-5896 robert.brzezinski@bizwit.us

15. Warranty provision. SIN 132-51 and SIN 132-56 - Delivered, As Negotiated

16. Export packing charges, if applicable. Not Applicable.

**17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).** None.

18. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable.

**19. Terms and conditions of installation (if applicable).** Not Applicable.

**20.** Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable.



20a. Terms and conditions for any other services (if applicable). Not Applicable.

**21. List of service and distribution points (if applicable).** Not Applicable.

22. List of participating dealers (if applicable). Not Applicable.

23. Preventive maintenance (if applicable). Not Applicable.

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

**24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT)** supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/. Not Applicable.

25. Data Universal Number System (DUNS) number. 055278060

**26.** Contractor is registered in the SAM database. Contractor has an Active Registration in the SAM database.

## 27. Information Technology Professional Services

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

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

## 1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/ Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

# 3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract



terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

# 4. **PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
d. Any Contractor travel required in the performance of IT/ Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.



# 6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

# 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

# 8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## 9. INDEPENDENT CONTRACTOR

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

## 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress



payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

# 13. **RESUMES**

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

## 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

# **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## 16. DESCRIPTION OF IT/ PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/ Service offered under Special Item Numbers 132-51 IT/ Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/ Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

## Labor Category Description and Pricing (including IFF)

IT Security Consultant - SIN 132-51	\$95.78 per
Knowledge and Experience: A minimum of three (3) years of direct professional	hour
experience and subject matter expertise in one or more service line: Information	
security, risk management, digital forensics, information technology (IT) audits,	
regulatory compliance, management and/or attestation services. Substantial knowledge	
and professional experience in information security, risk management, digital forensics,	
information technology (IT) audits, regulatory compliance, management and/or	
attestation services. Knowledge of security assessment tools and methodologies	



focus On Security	-
(vulnerability, web application and policy compliance (configuration) scanning).	
Knowledge of specific cloud technology like Office 365/SharePoint, Azure, AWS.	
<b>Responsibilities:</b> Work as project team member under the supervision of senior team	
members.	
Perform implementation level tasks on projects under the direction and guidance of	
senior team members. Expertise in technical and business problem solving; proficiency	
in specific security and or relevant information technology; Knowledge of developing	
and recommending remediation for security policies; Knowledge of specific	
recommendations for client's business and technical issues; awareness of infrastructure	
or security design capabilities for environments; Knowledge of systems administration	
including UNIX and Windows; Knowledge of network administration with high level of	
protocol experience; Some understanding of: Internet attack anatomy, security policy	
structure, perimeter protection strategies, IDS/IPS, firewall, SIEM and log management	
systems and integration; Ability to work well on a team or solo assignments in a rapid	
paced and changing environment.	
Education: Bachelor Degree in Computer Science or Business or equivalent experience	
and/or at least one technical certification such as CEH, CISSP, CISA, CISM, CHPS,	
CIPP and GIAC. CHPS – Certified in Healthcare Privacy and Security.	\$120 59
IT Senior Security Consultant - SIN 132 51 Knowledge and Experience: A minimum of four (4) years of direct professional	\$130.58 per
<b>Knowledge and Experience</b> : A minimum of four (4) years of direct professional	hour
experience and subject matter expertise in one or more service line: Information	
security, risk management, digital forensics, information technology (IT) audits, GRC	
frameworks, regulatory compliance, management and/or attestation services. Substantial	
knowledge and professional experience in information security, risk management,	
digital forensics, information technology (IT) audits, regulatory compliance,	
management and/or attestation services. Ability to use commercials vulnerability	
scanning tools, SIEM and automated systems monitoring tools.	
Knowledge of security assessment and or system integration. Ability to work well on a	
team or solo assignments in a rapid paced and changing environment. Proficient in	
specific cloud technology like Office 365/SharePoint, Azure, AWS. Ability to explain	
Office 365 and Azure SaaS deployment model in Public or Community cloud	
environment, and tools compliance with NIST and other GRC frameworks.	
<b>Responsibilities:</b> Work as project senior team member and/or lead projects	
independently.	
Develop and coordinate project plans, assign tasks responsibilities, monitor tasks	
completion and report on progress as needed. Perform implementation level tasks on	
projects under the direction and guidance of senior team members (complete and review	
vulnerability scans, create prioritization reports, identify low level vulnerabilities	
creating significant risks, review/benchmark and configure GPO, use scripts	
(wmic/PowerShell) to review or configure system settings). Developing and	
recommending remediation for security policies; Knowledge of specific	
recommendations for client's business and technical issues; Complete risk assessments,	
implement monitoring tools and schedules, develop and implement policies and	
procedures for IT/Security governance.	
Education: Bachelor Degree in Computer Science or Business or equivalent experience	
and/or at least one technical certification such as CEH, CISSP, CISA, CISM, CHPS,	
CIPP and GIAC. CHPS – Certified in Healthcare Privacy and Security Microsoft Azure	
certification.	
IT Security Manager - SIN132 51	\$159.60 per
Knowledge and Experience: A minimum of 5 years of direct professional experience	hour
and subject matter expertise in one or more service line: information security, risk	



management, digital forensics, information technology (IT) audits, GRC frameworks, regulatory compliance, management and/or attestation services. Comprehensive knowledge and wealth of professional experience in information security, risk management, digital forensics, information technology (IT) audits, regulatory compliance, management and/or attestation services. including specific cloud technology like Office 365/SharePoint, Azure, AWS. Ability to use, configure and troubleshoot commercials vulnerability scanning tools on multiple platforms e.g. Windows, Linux, understanding SIEM tool reporting and automated systems monitoring tools. Ability to explain Office 365 and Azure SaaS deployment model in Public or Community cloud environment, and tools compliance with NIST and other GRC frameworks. Responsibilities: Oversee and participate in projects as Project Leader; fully responsible for multiple simultaneous project performance and delivery from start to completion. Coordinate and communicate with client organization senior/C level management and Board of Directors; main point-of-contact on issues and aspects relevant to projects. Schedule and assign duties to project team members to ensure that projects are completed in a timely, successful and competent manner. Perform implementation level tasks on projects, assure quality control of tests, reports and other deliverables and provide guidance to other team members. Lead completion and review of tasks like policy or vulnerability scans, creation and review of prioritization reports, review/benchmark systems configuration (GPO, cloud), assure timely systems monitoring reporting, risk assessments completion, develop and implement IT/Security governance etc. Education: Bachelor Degree in Computer Science or Business or equivalent experience and at least one technical certification such as CEH, CISSP, CISA, CISM, CHPS, CIPP and GIAC. CHPS - Certified in Healthcare Privacy and Security, Microsoft Azure

certification.

0.75% Industrial Funding Fee is included in the rates

## 28. Health Information Technology Services

# 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

\*\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support Health IT 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 Health IT SIN.

# 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.

# 13. DESCRIPTION OF HEALTH IT SERVICES AND PRICING

a. The Contractor shall provide a description of each type of Health IT Service offered under Special Item Numbers 132-56 Health IT 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 Health IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

# Labor Category Description and Pricing (including IFF)

Health IT Privacy & Security Consultant SIN 132-56	\$95.78 per
Knowledge and Experience: A minimum of three (3) years of direct professional	hour
experience and subject matter expertise in one or more service line: Information	
security, risk management, digital forensics, information technology (IT) audits, health	
IT process/systems analysis, regulatory compliance and audits, management and/or	
attestation services. Substantial knowledge and professional experience in information	
security, risk management, digital forensics, information technology (IT) audits,	
regulatory compliance, management and/or attestation services. Knowledge of security	
assessment tools and methodologies (vulnerability, web application and policy	
compliance (configuration) scanning).	
Professional experience will include 3 years of job experience with covered entities or	
business associates (servicing / working with healthcare related organizations subject to	
HIPAA regulatory requirements), and/or healthcare related privacy and/or security	
certifications like CHPS - Certified in Healthcare Privacy and Security, HCISSP -	
HealthCare Information Security and Privacy Practitioner, RHIA - Registered Health	
Information Administrator or equivalent.	
<b>Responsibilities:</b> Work as project team members under the supervision of senior team	
members.	
Perform implementation level tasks on projects under the direction and guidance of	
senior team members. Expertise in technical and business problem solving; proficiency	
in specific privacy, security and or relevant health information technology; developing	
and recommending remediation for privacy and security policies; knowledge of specific	
recommendations for client's business and technical issues; awareness of infrastructure	
or security design capabilities for environments; knowledge of systems administration	
and network administration with high level of protocol experience; Some understanding	
of: Internet attack anatomy, security policy structure, perimeter protection strategies,	
log management systems and integration; Ability to work well on a team or solo	
assignments in a rapid paced and changing environment.	
Education: Bachelor Degree in Computer Science or Business or equivalent experience	
and/or at least one technical certification such as RHIA, CISSP, CISA, CISM, CHPS,	
and RHIT. CHPS – Certified in Healthcare Privacy and Security. RHIA - Registered	
Health Information Administrator, RHIT - Registered Health Information Technician.	
Health IT Senior Privacy & Security Consultant SIN 132-56	\$130.58 per
Knowledge and Experience: A minimum of five (5) years of direct professional	hour
experience and subject matter expertise in one or more service line: Information	



Focus On Security	
security, risk management, digital forensics, information technology (IT) audits, GRC	
frameworks, regulatory compliance, management and/or attestation services. Substantial	
knowledge and professional experience in Health IT process/systems analysis,	
implementation, maintenance, audit, security monitoring, security and access/identity	
management architecting information security, risk management, digital forensics,	
information technology (IT) audits, regulatory compliance, management and/or	
attestation services. Ability to use commercials vulnerability scanning tools, SIEM and	
automated systems monitoring tools.	
Expertise in technical and business problem solving; proficiency in specific privacy,	
security and or relevant health information technology. Knowledge of security	
assessment and or system integration. Ability to work well on a team or solo	
assignments in a rapid paced and changing environment. Proficient in specific cloud	
technology like Office 365/SharePoint, Azure, AWS. Ability to explain Office 365 and	
Azure SaaS deployment model in Public or Community cloud environment, and tools	
compliance with NIST and other GRC frameworks.	
Professional experience will include 5 years of job experience with covered entities or	
business associates (servicing / working with healthcare related organizations subject to	
HIPAA regulatory requirements), and/or healthcare related privacy and/or security	
certifications like CHPS – Certified in Healthcare Privacy and Security, HCISSP -	
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HealthCare Information Security and Privacy Practitioner or equivalent.	
<b>Responsibilities:</b> Work as project senior team members and/or lead projects	
independently.	
Develop and coordinate project plans, assign tasks responsibilities, monitor tasks	
completion and report on progress as needed. Perform implementation level tasks on	
projects under the direction and guidance of senior team members (complete and review	
vulnerability scans, create prioritization reports, identify low level vulnerabilities	
creating significant risks, review/benchmark and configure GPO, use scripts	
(wmic/PowerShell) to review or configure system settings). Developing and	
recommending remediation for privacy and security policies/issues. Knowledge of	
specific recommendations for client's business and technical issues. Complete risk	
assessments, implement monitoring tools and schedules, develop and implement	
policies and procedures for IT/Security governance.	
Education: Bachelor Degree in Computer Science or Business or equivalent experience	
and/or at least one technical certification such as RHIA, HCISSP, CISA, CISM, CHPS,	
CHPS – Certified in Healthcare Privacy, RHIA - Registered Health Information	
Administrator.	
Health IT Privacy & Security Manager SIN 132-56	\$159.60 per
Knowledge and Experience: A minimum of 5 years of direct professional experience	hour
and subject matter expertise in one or more service line: information security, risk	
management, digital forensics, information technology (IT) audits, GRC frameworks,	
regulatory compliance, management and/or attestation services. Comprehensive	
knowledge and wealth of professional experience in information security, risk	
management, digital forensics, information technology (IT) audits, regulatory	
compliance, management and/or attestation services. including specific cloud	
technology like Office 365/SharePoint, Azure. Ability to use, configure and	
troubleshoot commercials vulnerability scanning tools on multiple platforms e.g.	
Windows, Linux, understanding SIEM tool reporting and automated systems monitoring	
tools. Ability to explain Office 365 and Azure SaaS deployment model in Public or	
Community cloud environment, and tools compliance with NIST and other GRC	
frameworks.	



Professional experience will include 5 years of job experience with covered entities or business associates (servicing / working with healthcare related organizations subject to HIPAA regulatory requirements), and/or healthcare related privacy and/or security certifications like CHPS – Certified in Healthcare Privacy and Security, HCISSP -HealthCare Information Security and Privacy Practitioner or equivalent. Job experience will include health IT process/systems analysis, implementation, maintenance, auditing, compliance, security monitoring, security and access/identity management architecting.

**Responsibilities:** Oversee and participate in projects as Project Leader; fully responsible for multiple simultaneous project performance and delivery from start to completion. Coordinate and communicate with client organization senior/C level management and Board of Directors; main point-of-contact on issues and aspects relevant to projects. Schedule and assign duties to project team members to ensure that projects are completed in a timely, successful and competent manner. Perform implementation level tasks on projects, assure quality control of tests, reports and other deliverables and provide guidance to other team members. Lead completion and review of tasks like policy or vulnerability scans, creation and review of prioritization reports, review/benchmark systems configuration (GPO, cloud), assure timely systems monitoring reporting, risk assessments completion, develop and implement IT/Security governance etc.

**Education:** Bachelor Degree in Computer Science or Business or equivalent experience and at least one technical certification such as CISSP, CISA, CISM, CHPS. CHPS – Certified in Healthcare Privacy and Security, Microsoft Azure certification, RHIA -Registered Health Information Administrator.

0.75% Industrial Funding Fee is included in the rates