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 is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is http://www.gsaadvantage.gov

SCHEDULE TITLE: MAS – Multiple Award Schedule

FSC/PSC CODE: D399, 0000

CONTRACT NUMBER: 47QTCA20D0048, For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACT PERIOD: January 8, 2020 - January 7, 2025

CONTRACTOR: Telecommunications Development Corp.
1919 Thirteenth St NW
Washington, DC 20009
Phone number: 202-234-9400
Fax number: 202-234-0770
E-Mail: jwoodyard@telcomdc.com

CONTRACTOR’S ADMINISTRATION SOURCE: James Woodyard
President
1919 Thirteenth St NW
Washington, DC 20009
Phone number: 202-234-9400
Fax number: 202-234-0770
E-Mail: lharper@telcomdc.com

BUSINESS SIZE: Small Disadvantaged Business, 8(a) Firm

MODIFICATION NUMBER: A812, effective April 24, 2020
CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
</tr>
<tr>
<td>OLM</td>
<td>Order Level Materials</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Sr. Contract Specialist</td>
<td>$92.85</td>
</tr>
<tr>
<td>OLM</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

1c. HOURLY RATES (Services only): Please refer to page 9

2. MAXIMUM ORDER: $500,000

3. MINIMUM ORDER: $100.00

4. GEOGRAPHIC COVERAGE: Domestic

5. POINT(S) OF PRODUCTION: 1919 Thirteenth St NW
                           Washington, DC 20009

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. QUANTITY DISCOUNT(S): Can be negotiated on a case by case basis.

8. PROMPT PAYMENT TERMS: 0% net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: Net 30 days

11b. EXPEDITED DELIVERY: Please contact the Contractor. Items available for expedited delivery are noted in this price list.

11c. OVERNIGHT AND 2-DAY DELIVERY: Please contact the Contractor.

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. **FOB POINT:** Destination

13a. **ORDERING ADDRESS:** Same as contractor address.

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

14. **PAYMENT ADDRESS:** Same as contractor address.

15. **WARRANTY PROVISION:** N/A

16. **EXPORT PACKING CHARGES:** Not applicable

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Purchase cards will be accepted at or above the micro purchase threshold.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** Please see specific terms and conditions at the end of this document.

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for Electronic and Information Technology (EIT):** N/A

25. **DUNS NUMBER:** 176877496

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.
Labor Category Descriptions

**Business Process Analyst**

Functional Responsibility:
Business Process Analyst responsible for gathering requirements process creation and management, process flows and improvement, and client communication. Duties will include creating and improving process flows, process management, developing process plans, gathering functional and/or technical requirements, reporting on status of projects, presenting and communicating to the client, and managing and timely completion of individual and team goals.

Minimum/General Experience:
Five years of experience in the field.

Minimum Education:
Bachelor's Degree

**Data Analyst**

Functional Responsibility:
Data Analyst aggregate and analyze data across multiple systems to ensure data accuracy, integrity and consistency. Designs and maintains various databases as required. Utilize queries to retrieve, analyze and manipulate data as necessary. Identify opportunities for improvement across our current software platform and recommend solutions to ensure maximum efficiency and utilization.

Minimum/General Experience:
Five years of experience in the field.

Minimum Education:
Bachelor's Degree

**Data Architect**

Functional Responsibility:
Data Architect evaluate current systems, review objectives with stakeholders. Analyze applications, operations, and programming to determine database structural requirements. Propose database solutions through potential system designs. Define database structure, capabilities, backup, recovery and security specifications. Install database systems i.e. develop flowcharts, apply optimum access techniques, coordinate installation actions, document installation process. Facilitate maintenance of database performance. Identify and resolve production and application problems.

Minimum/General Experience:
Five years of experience in the field.

Minimum Education:
Bachelor's Degree

**Data Specialist**

Functional Responsibility:
Data Specialist conducts statistical analysis of data. Summarize and analyze information for statistical reports to leadership. Maintain and utilize core functions of information systems. Identify and implement means for more efficiency in the information systems to support overall performance. Ensure compliance requirements related to data.

Minimum/General Experience:
Five years of experience in the field.

Minimum Education:
Bachelor's Degree

**Data Interface Lead**

**Functional Responsibility:**
Data Interface Lead manages the design and implementation of data interfaces for legacy and cloud-based applications. Develops all system documentation, data mapping, and data dictionaries. Responsible for documentation of all ETL processes, testing, troubleshooting and quality assurance.

Minimum/General Experience:
Five years of experience in the field.

Minimum Education:
Bachelor's Degree

**Enterprise Data Analyst**

**Functional Responsibility:**
Enterprise Data Analyst works with the data platform team and business stakeholders to extract and segment data and develop autonomy over time to help define and create reports. Work across teams to ensure your analysis have a meaningful impact on overall strategy. Ensure there is strong analytics input into the evaluation and prioritization of new opportunities.

Minimum/General Experience:
Five years of experience in the field.

Minimum Education:
Bachelor's Degree

**Jr. Developer**

**Functional Responsibility:**
Junior Developer codes, test, debugs, and implement custom applications. Utilize MS SQL to pull, query, and join data using T-SQL as necessary. Integrate multiple components potentially across disparate applications. Participate in planning and analysis of software development projects. Create tools and processes to simplify achievement of development goals. Work on multiple projects simultaneously and prioritize work to meet implementation deadlines. Manage and improve the performance of existing software. Maintain relevancy of latest software and industry innovations. Write technical specifications and other forms of documentation.

Minimum/General Experience:
Two years of experience in the field.
Minimum Education:
Bachelor's Degree

Lead Data Specialist
Functional Responsibility:
Lead Data Specialist take the lead in working with clients to identify their needs and jointly develop solutions or analyses leveraging all available analytic and visualization options. Conduct regular consultations with clients. Provides regular status updates regarding assigned tasks. Ensures successful completion of work, timeliness of deliverables, and quality control. Build experience in all available analysis and visualization software.

Minimum/General Experience:
Ten years of experience in the field.

Minimum Education:
Bachelor's Degree

Program Manager
Functional Responsibility:
Program Manager leads, motivate and inspire the team to meet program goals and to surpass their individual potential. Handle escalated calls, complaints, questions, and inquiries as necessary. Establish, monitor, analyze and report on key performance indicators related to effective patient access processes and stakeholder initiatives. Design and present on program improvement and team developmental opportunities that promote team, department and company growth. Provide education and assistance to customer/patients by aiding in the facilitation of job aids, program metrics, and call center scripts. Participate in product design reviews to provide input on functional requirements, product designs, schedules, or potential problems. Ability to manage multiple projects simultaneously. Comply with privacy and security standards and application authentication and data security standards. Perform special projects on an as needed basis.

Minimum/General Experience:
Ten years of experience in the field.

Minimum Education:
Bachelor's Degree

Sr. Analyst
Functional Responsibility:
Senior Analyst conducts qualitative and quantitative analysis. Constructs excel models and tools. Assists with the organization and running of workshops. Prepares client deliverables. Leads work streams on client engagements. Leads business development efforts. Conducts primary and secondary research on customers, partners, the best-in-class and competitors. Oversees and managing project scope, timelines and other researchers. Monitors, tracks, and reports on the execution of assigned projects; identifying and resolving risks and issues.

Minimum/General Experience:
Ten years of experience in the field.

Minimum Education:
**Sr. Business Analyst**

**Functional Responsibility:**
Senior Business Analyst translate business problems into clear and concise technical steps to solve business problems through automation. Build program flow charts and system diagrams to describe the processing of data and development. Ensure that all technical work products are delivered on time and meet or exceed client expectations. Set standards for functional requirements and technical specifications. Read and understand enterprise application’s API documentation to design system integration methodology. Develop and/or manage custom technical work products integrations, custom reports and location landing pages.

**Minimum/General Experience:**
Ten years of experience in the field.

**Minimum Education:**
Bachelor’s Degree

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**Sr. Contract Specialist**

**Functional Responsibility:**
Senior Contract Specialist draft and file contracts and contract modifications. Draft letters (correspondence to vendors, internal email etc.). Draft Request for Offers and releases. Assist in contract document close outs, ensure performance evaluations are completed. Organize meetings with project managers and suppliers. Document Contracting Officer actions and meetings and file appropriately. Perform price and cost analysis and make recommendations based upon that analysis. Assist in drafting contract documentation, including the Document of Award Decision (DAD). Post solicitation packages and process award decisions. Research (legal, contract information, company information, material specifications). Review (not inspect) Contractor performance and provide advice to CO. Manage contract files. Support manager by preparing documents, presentations and doing research.

**Minimum/General Experience:**
Ten years of experience in the field.

**Minimum Education:**
Bachelor’s Degree

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**Sr. Project Manager**

**Functional Responsibility:**
Senior Project Manager develops project plans that protect the process, ensuring the job scope is kept in mind. Create initial estimates and schedules. Share schedules with Project Managers and develop plans for resources. Review and manage hours within a client contract; Ensure long term visibility to ensure contracts are planned out responsibly. Overall contract planning in the form of marketing plan and communication flows where applicable. Monitor hours; Call out overages and help develop plans to address. Weekly timesheet review in conjunction with Project Managers. Manage capacity within a team, ensuring that resources are appropriately allocated; Establish staffing needs. Modify process in the interest of creating the best work while being as efficient as possible. Conduct postmortems, when appropriate.
Minimum/General Experience:
Ten years of experience in the field.

Minimum Education:
Bachelor's Degree

Equivalencies Chart:

The minimum education and experience will be met when the educational equivalencies in the tables below are considered.

Additional educational achievements in excess of requirements can be substituted for experience requirements:

<table>
<thead>
<tr>
<th>Required Education</th>
<th>Actual Education Obtained</th>
<th>Additional Years of Experience Credited the Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>MA/MS</td>
<td>Ph.D.</td>
<td>4</td>
</tr>
<tr>
<td>BA/BS</td>
<td>Ph.D.</td>
<td>6</td>
</tr>
<tr>
<td>BA/BS</td>
<td>MA/MS</td>
<td>2</td>
</tr>
<tr>
<td>HS/GED</td>
<td>BA/BS</td>
<td>4</td>
</tr>
</tbody>
</table>

Additional experience in excess of requirements can be substituted for educational requirements:

<table>
<thead>
<tr>
<th>Actual Education</th>
<th>Required Education</th>
<th>Additional Years of Experience Needed for Educational Requirements Equivalency</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>HS/GED</td>
<td>2</td>
</tr>
<tr>
<td>HS/GED</td>
<td>Tech-Inst./Military Train.</td>
<td>2</td>
</tr>
<tr>
<td>HS/GED</td>
<td>BA/BS</td>
<td>4</td>
</tr>
<tr>
<td>HS/GED</td>
<td>MA/MS</td>
<td>6</td>
</tr>
<tr>
<td>HS/GED</td>
<td>Ph.D.</td>
<td>No equivalency</td>
</tr>
<tr>
<td>BA/BS</td>
<td>MA/MS</td>
<td>2</td>
</tr>
<tr>
<td>BA/BS</td>
<td>Ph.D.</td>
<td>6</td>
</tr>
<tr>
<td>MA/MS</td>
<td>Ph.D.</td>
<td>4</td>
</tr>
</tbody>
</table>
## GSA Rates

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category Title</th>
<th>Commercial Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Business Process Analyst</td>
<td>$161.26</td>
</tr>
<tr>
<td>54151S</td>
<td>Data Analyst</td>
<td>$124.00</td>
</tr>
<tr>
<td>54151S</td>
<td>Data Architect</td>
<td>$136.41</td>
</tr>
<tr>
<td>54151S</td>
<td>Data Specialist</td>
<td>$137.42</td>
</tr>
<tr>
<td>54151S</td>
<td>Data Interface Lead</td>
<td>$124.00</td>
</tr>
<tr>
<td>54151S</td>
<td>Enterprise Data Analyst</td>
<td>$130.21</td>
</tr>
<tr>
<td>54151S</td>
<td>Jr. Developer</td>
<td>$107.83</td>
</tr>
<tr>
<td>54151S</td>
<td>Lead Data Specialist</td>
<td>$142.71</td>
</tr>
<tr>
<td>54151S</td>
<td>Program Manager</td>
<td>$127.05</td>
</tr>
<tr>
<td>54151S</td>
<td>Sr. Analyst</td>
<td>$143.96</td>
</tr>
<tr>
<td>54151S</td>
<td>Sr. Business Analyst</td>
<td>$131.94</td>
</tr>
<tr>
<td>54151S</td>
<td>Sr. Contract Specialist</td>
<td>$92.85</td>
</tr>
<tr>
<td>54151S</td>
<td>Sr. Project Manager</td>
<td>$131.94</td>
</tr>
</tbody>
</table>

### TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. **SCOPE**
   a. The prices, terms and conditions stated under special Item Number 54151S, Information Technology Professional Services, apply exclusively to IT Services within the scope of this Information Technology Schedule.
   
   b. The Contractor shall provide services at the Contractor’s facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. **PERFORMANCE INCENTIVES**
   a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
   
   b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)
FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor’s price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):
   (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
   (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
   (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor’s experience and/or past performance performing similar tasks.
   (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:
Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 54151S. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors’ quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under “Information for Ordering Offices,” paragraph #12.

4. 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, 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.

5. PERFORMANCE OF SERVICES

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

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

c. The Contractor guarantees the satisfactory completion of the IT Services performed under the task order and that all contract personnel utilized in the performance of IT Services under the task order shall have the education, experience, and expertise as stated in the task order.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Trade 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.
6. **INSPECTION OF SERVICES**

The Inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) 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 Rights in Data – General may apply.

8. **RESPONSIBILITIES OF THE GOVERNMENT**

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

9. **INDEPENDENT CONTRACTOR**

All 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 Government.

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 Government contract, without some restriction on 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 Government, ordering offices 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 conflict 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 services. Progress payments will be authorized by the ordering office 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 Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency 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.