



## **Distinctive Business Solutions GSA Final Rate Revision**

### **Authorized Federal Supply Service (FSS) Information Technology Schedule Pricelist**

**Contract Number: GS-35F-0446W**

### **General Purpose Commercial Information Technology Equipment, Software and Services - FSC Group 70**

**March 2015**

Special Item No. 132-51

Information Technology Professional Services

#### **SIN 132-51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operations and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion 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.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means 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 systems, 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.

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8000 Walton Parkway, New Albany, Ohio 43054  
(740)404-6349**

Period Covered by Contract: May 18, 2013 through May 18, 2017

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# Information for Ordering Agencies

## Special Notice to Agencies:

### Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

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

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

## 1. Geographic Scope of Contract

*Domestic Delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery
- The Geographic Scope of Contract will be overseas delivery only
- The Geographic Scope of Contract will be domestic delivery only

## 2. Contractor's Ordering Address and Payment Information

Remittance

**Bank:**

*Park National Bank*

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119 East Broadway, Granville Ohio 43023

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, the bank account information for wire transfer payments will be shown on the invoice.

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

### **Technical/Ordering Assistance**

Laura Tritschler  
President  
(740)405-6349  
LauraT@DistinctiveSolutions.net

### **3. Liability for Injury or Damage**

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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.

### **4. Statistical Data for Government Ordering Office Completion of Standard Form 279**

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: 61-750-2328  
Block 30: Type of Contractor – 2X – For Profit Organization  
Block 31: Woman-Owned Small Business – A2 - Yes  
Block 36: Contractor's Taxpayer Identification Number (TIN): 05-0631339

**4a. CAGE Code:** 49YU5

**4b.** Contractor has registered with the Central Contractor Registration (CCR) database.

### **5. FOB Destination**

Not applicable to Special Item Number 132–51 Information Technology Professional Services.

## 6. 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)
132-51	As agreed upon between Distinctive Business Solutions LTD and the ordering activities

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, any orders placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

## 7. Discounts

Prices shown are LIST Prices; Discounts are volume based

- a. Prompt Payment: 2% – 5 days from receipt of invoice.
- b. Quantity: None.
- c. Dollar Volume: 10% of purchases other than hourly rates greater than \$250,000, 12% of purchases other than hourly rates greater than \$500,000
- d. Government Educational Institutions: No special or unique discounts are offered to Government Educational Institutions. Same as the government discounts
- e. Credit Card: None.
- f. Other: None.

## 8. Trade Agreements Act of 1979, as Amended

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

## 9. Statement Concerning Availability of Export Packing

Not applicable.

## 10. Small Requirements

The guaranteed minimum dollar value of orders to be issued is \$1.

## 11. Maximum Order

(All dollar amounts are exclusive of any discount for prompt payment.)

1. The Maximum Order Threshold per order for the following Special Item Number (SIN) is \$500,000:

Special Item No. 132–51

Information Technology (IT) Professional Services

## 12. Use of Federal Supply Service Information Technology Schedule Contracts, In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132–51 IT Professional Services and 132–52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices or items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government’s needs.

- a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency’s needs. In selecting the supply or service representing the best value, the ordering office may consider-
  1. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  2. Trade-in considerations;
  3. Probable life of the item selected as compared with that of a comparable term;
  4. Warranty considerations;
  5. Maintenance availability;
  6. Past performance; and
  7. Environmental and energy efficiency considerations.
- c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall-

1. Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

1. Offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216–19 Order Limitations);
  2. Offer the lowest price available under the contract; or
  3. Decline the order (orders must be returned in accordance with FAR 52.216–19).
- d. **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product particular to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

### 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 Supply 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 2001)

- (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. 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.

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- (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.

## **15. Contract Administration for Ordering Offices**

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

## **16. GSA Advantage!**

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.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. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

## **18. Contractor Commitments, Warranties and Representations**

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

## **19. 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 FAR8.405-3 when creating and implementing BPA(s).

## **20. 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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **21. Installation, Deinstallation, Reinstallation**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including

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

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

## **22. Section 508 Compliance**

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

## **23. 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.

## **24. 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

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(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.

## **25. SOFTWARE INTEROPERABILITY**

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

## **26. 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 services 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  
(Special Item Number 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number (SIN) 132-51, Information Technology (IT) 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. 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 in accordance with this clause.
- 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 (APR 1984) 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/EC 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**

(a) The Contracting Officer may, at anytime, by written order to the Contractor, require the 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 expired, 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) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (MAR 2001) 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 (JUN 1987), 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 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 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 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 52.232-7 (DEC 2002), Alternate I (MAR 2000) 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 52.232-7 (DEC 2002), Alternate II (FEB 2002) applies to labor-hour orders placed under this contract.

## **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.

Labor Category	GSA Rate w/o IFF	GSA Rate w/ IFF Rates
Consultant/Planner	\$125.50	126.45
Project Manager	\$95.50	\$96.22
Application Engineer I	\$90.25	\$90.93
Application Engineer II	\$109.25	\$110.08
Quality Assurance Engineer	\$61.75	\$62.22
Systems Engineer I	\$71.25	\$71.79
Systems Engineer II	\$85.50	\$86.15
Architect I	\$104.50	\$105.29
Architect II	\$121.17	\$122.29
System Administrator	\$85.50	\$86.15
Technical Writer	\$88.50	\$89.16
Network Administrator	\$85.75	\$86.39

LABOR CATEGORY: Consultant/Planner:

**Education:** Bachelors Degree or equivalent experience and training.

**Experience:** 5+ years relevant training in appropriate field

**Functional Responsibility:** Works with project planners, managers and consultants to provide critical data on feasibility, timeframes, and critical path items to key decision makers. This individual will have specialized training and experience in specific project related matter. Will apply this experience in the investigation and solution of key issues.

LABOR CATEGORY: Project Manager

**Education:** Bachelors + PMP certification

**Experience:** 3-5 years

**Functional Responsibility:** Manages programs/projects. Will develop the best solution based on the dynamics and diversity of the team. Will use on-line project tools to improve communication among team members, especially in de-centralized organizations ensuring robust client interface. Responsible for tracking and reporting on strategic deployment issues, use of relevant success metrics, tasks, deliverables and successful completion of project. Provides the ability to lead multiple project teams consisting of diverse functional backgrounds uses the latest in project tools. Possesses excellent oral and written communication skills.

**LABOR CATEGORY: Application Engineer I**

**Education:** Associate Degree or equivalent experience and training.

**Experience:** 2-5 years

**Functional Responsibility:** Designs, develops, and implements solutions at the application level. These applications are developed using open source or generally available “off the shelf” code. Analyzes element capabilities, attributes, relationships, and performance characteristics to satisfy functional requirements. Integrates third party applications, existing content and data structures into fully integrated solution. Uses integrated quality gate process to improve time to market and reduce cost.

**LABOR CATEGORY: Application Engineer II**

**Education:** Bachelors Degree or equivalent experience and training.

**Experience:** 6-10 years

**Functional Responsibility:** Designs, develops, and implements solutions at the application level. These applications use custom developed code. Analyzes element capabilities, attributes, relationships, and performance characteristics to satisfy functional requirements. Integrates third party applications, existing content and data structures into fully integrated solution. Uses integrated quality gate process to improve time to market and reduce cost. May provide task direction to team members.

**LABOR CATEGORY: Quality Assurance Engineer**

**Education:** Bachelors Degree or equivalent experience and training.

**Experience:** 3+ years

**Functional Responsibility:** Performs tasks related to specialized inspection and testing of project output to ensure that quality standards are met. Uses existing systems/processes and participates in the development of new systems to identify project failure trends and to verify consistency of various design standards. Recommends corrective action for procedural, product, or process deficiencies. May interface with customers, vendors, and various company departments to resolve quality problems and provide information. Participates in audits. Provides technical support to inspection personnel.

**LABOR CATEGORY: System Engineer I**

**Education:** Bachelors Degree or equivalent experience and training.

**Experience:** 2-5 years

**Functional Responsibility:** Analyzes and evaluates user requirements by coordinating with the user to define the problem, data availability, report requirements, and system design problems. Defines system objectives and prepares system design specifications. Analyzes alternative means of deriving input data to select the most accurate, feasible, and economical methods. Defines input and output file specifications including file organization. Defines controls, conversion procedures, and system implementation plans. May provide task direction to team members

**LABOR CATEGORY:** System Engineer II

**Education:** Bachelors Degree or equivalent experience and training.

**Experience:** 6-10 years

**Functional Responsibility:** Senior staff professional with general knowledge of the domain area. Performs tasks requiring little independent judgment. Works at the task level with supervision and guidance from senior staff. Analyzes and evaluates moderately complex user requirements by coordinating with the user to define the problem, data availability, report requirements, and system design problems. Defines system objectives and prepares system design specifications. Analyzes alternative means of deriving input data to select the most accurate, feasible, and economical methods. Defines input and output file specifications including file organization. Defines controls, conversion procedures, and system implementation plans. May provide task direction to team members.

**LABOR CATEGORY:** Architect I

**Education:** Bachelors Degree or equivalent experience and training.

**Experience:** 5-10 years

**Functional Responsibility:** Designs systems, database, and/or network architectures that include software, hardware, and communications solutions to support the total requirements, as well as provide for present and future cross-functional requirements and interfaces. Evaluates compatibility of information system development efforts with agency architectures and recommends appropriate adjustments. May provide task direction to team members.

**LABOR CATEGORY:** Architect II

**Education:** Bachelors Degree or equivalent experience and training. DBA Certifications

**Experience:** 10+ years

**Functional Responsibility:** Establishes information requirements for enterprise-wide or large-scale information systems, databases, and/or networks. Designs architectures that include software, hardware, and communications solutions to support the total requirements, as well as provide for present and future cross-functional requirements and interfaces. Evaluates compatibility of information system development efforts with agency architectures and recommends appropriate adjustments. May provide consulting support and task direction to team members.

**LABOR CATEGORY:** System Administrator

**Education:** Bachelors Degree or equivalent experience and training.

**Experience:** 3+ years

**Functional Responsibility:** Maintains data files and control procedures for business systems that may be mainframe-, mini-, or client/server-based. Assigns passwords and monitors use of resources. Troubleshoots computer-related problems and, as necessary, contacts appropriate service representatives to resolve systems problems. Installs hardware and software. Performs backups, database administration, and file recovery. Provides assistance to users in accessing and using business systems

**LABOR CATEGORY: Technical Writer**

**Education:** Bachelors Degree or equivalent experience and training. DBA Certifications

**Experience:** 5+ years

**Functional Responsibility:** Researches, organizes, writes, edits, and produces data for a wide variety of highly complex technical publications. Recommends overall organization and layout, editorial standards, and publication methods. Coordinates publication with outside sources and vendors as needed. Develops department editing standards and styles. Checks document for spelling, grammar, and content problems. Interviews engineers and other technical personnel, as needed. May provide task direction to team members

**LABOR CATEGORY: Network Administrator**

**Education:** Bachelors Degree or equivalent experience and training.

**Experience:** 6+ years

**Functional Responsibility:** Installs and maintains extremely complex networks that typically link numerous computing platforms, operating systems, and network topologies across widely dispersed geographic areas. Evaluates hardware and software. Tests and implements interface programs. Develops security procedures. Manages network performance. Troubleshoots and resolves complex problems. May require certification and require extensive expertise across hardware and systems supplied by multiple vendors. May provide task direction to team members.