



IT 70 Schedule

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE AND SERVICES

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FPDS Code D301	FPDS Code D307	FPDS Code D311
FPDS Code D302	FPDS Code D308	FPDS Code D316
FPDS Code D306	FPDS Code D310	FPDS Code D399

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

Note 2: Offerors and Agencies are advised that the 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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Contract Number : GS-35F- 0467T

Period Covered by Contract : 2007 through 2012

**General Services Administration
Federal Supply Service**

Products and ordering information in this Authorized FSS Technology Schedule Pricelist are also available on the GSA Advantage System. Agencies can browse GSA Advantage by accessing the FSS Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedule 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 micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors or consider reasonably available information by using the *GSA Advantage!* on-line shopping service (www.fss.gsa.gov). The catalogs/price lists, *GSA Advantage!* And the Federal Supply Service Home Page (www.fss.gsa.gov) contains 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 price lists for a best value determination.

For orders exceeding the micro purchase 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

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico, state and local governments that want to participate, and all U.S. Government installations and/or agencies abroad.

2. Contractor s Ordering Address and Payment Information:

Government Commercial Credit Cards will not be acceptable for payment above the micro purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice. Below are the telephone numbers that can be used by ordering agencies to obtain technical and ordering assistance.

Voice: 703-742-0566 x206

Fax: 703-742-0357

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: DUNS Number: 06-280-8535

BLOCK 30: Type of Contractor: B. Other Small Business

BLOCK 31: Woman-Owned Small Business: No

BLOCK 34: RESERVED

BLOCK 36: Contractor's Taxpayer Identification Number (TIN): 54-1926691

a. CAGE Code: 3LNT4

5. Fob Destination

6. Delivery Schedule

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

132-51

Delivery Time (Days ARO)

As mutually agreed with ordering activity

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 order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices Shown Are NET Prices; Basic Discounts Have Been Deducted.

Prompt Payment: 2%-10 days from receipt of invoice or date of acceptance, whichever is later.

Quantity: None.

Dollar Volume: None.

Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.

8. Trade Agreements Act of 1979, as amended

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

9. Statement Concerning Availability of Export Packing

Not applicable

10. Small Requirements

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

11. Maximum Order

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

Special Item 132-51-Information Technology Professional Services

The maximum dollar value per order for all Information Technology Services will be \$500,000.

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.

(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.gsaadvantage.gov>

17. Purchase Of Open Market Items

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

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

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

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. Contractor Commitments, Warranties And Representations

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

19. Overseas Activities

The Information Technology Professional Services offered herein are available to Government agencies, installations, and activities at all overseas locations. Any services outside the scope of this contract are offered on an open market basis. Such services will be negotiated between Electronic Data Systems Corporation and the ordering office. Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPAs).

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These

accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, 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.

22. Installation, Deinstallation, Reinstallation

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

23. Section 508 Compliance

Contractor will comply with Section 508 as specified in each individual delivery order.

24. Prime Contractor Ordering From Federal Supply Schedules.

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

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. Insurance—Work On A Government Installation (Jan 1997)(Far 52.228-5)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. Software Interoperability.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable 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>.

27. Advance Payments

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

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT 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

- 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 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. Performance Of Services

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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

5. Stop-Work Order (Far 52.242-15) (Aug 1989)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. Inspection Of Services

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. Responsibilities Of The Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) 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 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 II – Feb 2002) (Deviation – May 2003) 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) (Deviation – May 2003)) 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.

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 Services And Pricing

Commercial Job Title: **Project Manager 1**

Functional Responsibility: Performs project management activities in the management and support of IT projects and tasks. Responsible for technical performance, cost, and schedule on individual task orders. Manages and coordinates assignment of tasks among subcontract partners. Organizes, directs, and coordinates planning, execution, and evaluation of all project/ technical support activities. Ensures integration between projects and maintains continuity, efficiency, and optimization. Applies federal contracting, acquisition, and procurement policies and procedures to contract and acquisition management. Provides directions, establishes project management structure, develops work breakdown structures, allocates resources, and develops and maintains project schedules. Facilitates work through early problem identification and resolution, risk identification and mitigation, action plans, workarounds, and conflict resolution/ dispute procedures. Supports the development and execution of program management best practices. Develops and prepares reports on program status and cost. Employs project management tools to track work assignments, resources, schedules, and cost.

Minimum Experience: At least 11 years of professional experience with a Bachelor's degree or 8 years of professional experience with a Master's degree

Minimum Education: Bachelor's degree in a related engineering, computer science or technical discipline from an accredited college with 11 years or more of professional experience or 8 years with Masters. Considered an emerging authority.

Commercial Job Title: **Software Engineer 1**

Functional Responsibility: Analyzes business, engineering, and scientific problems, and documents and develops well-defined methods, procedures, and programs in the delivery of practical systems solutions. Supports all aspects of software development tasks. Works with client and user groups to develop requirements. Analyzes and develops computer software programs for complex, large- scale business operations. Performs software development in accordance with industry best practices and using formal specifications, Computer Aided Software Engineering (CASE) tools, or other accepted design techniques. Prepares system flow charts, logic diagrams, interface specifications, use cases, and other models and reports to describe existing and proposed operations. Interprets software requirements and design specifications to code, and integrates

and tests software components. Designs software tools and subsystems to support software reuse. Performs in- depth analysis and technical support of software products, including problem resolution, testing, operational integration, and user support. Analyzes software operation for performance problems and fault tolerance, and employs process improvements to optimize performance. Reviews existing programs and assists in making refinements and improvements. Maintains currency, debugs, and configures related software products. Prepares required documentation, including project, user, and configuration management documentation.

Minimum Experience: At least 2 years of professional experience with a Bachelor's degree.

Minimum Education: Bachelor's degree in a related computer science, engineering or technical discipline from an accredited college.

Commercial Job Title: **Software Engineer 2**

Functional Responsibility: Analyzes business, engineering, and scientific problems, and documents and develops well-defined methods, procedures, and programs in the delivery of practical systems solutions. Supports all aspects of software development tasks. Works with client and user groups to develop requirements. Analyzes and develops computer software programs for complex, large- scale business operations. Performs software development in accordance with industry best practices and using formal specifications, Computer Aided Software Engineering (CASE) tools, or other accepted design techniques. Prepares system flow charts, logic diagrams, interface specifications, use cases, and other models and reports to describe existing and proposed operations. Interprets software requirements and design specifications to code, and integrates and tests software components. Assesses opportunities to integrate COTS products for software solutions. Determines hardware requirements or influences hardware design. Designs software tools and subsystems to support software reuse. Performs in- depth analysis and technical support of software products, including problem resolution, testing, operational integration, and user support. Analyzes software operation for performance problems and fault tolerance, and employs process improvements to optimize performance. Reviews existing programs and assists in making refinements and improvements. Maintains currency, debugs, and configures related software products. Provides operating systems planning and evaluation for performance analysis, capacity planning, and hardware upgrades. Prepares required documentation, including project, user, and configuration management documentation. General knowledge of other related disciplines.

Minimum Experience: At least 7 years of experience with a Bachelor's degree or 4 years of experience with a Masters degree.

Minimum Education: Bachelor's degree in a related engineering, computer science or technical discipline from an accredited college. Considered an emerging authority.

Commercial Job Title: **Software Engineer 3**

Functional Responsibility: Analyzes business, engineering, and scientific problems, and documents and develops well-defined methods, procedures, and programs in the delivery of practical systems solutions. Supports all aspects of software development tasks. Works with client and user groups to develop requirements. Analyzes and develops computer software programs for complex, large- scale business operations. Performs software development in accordance with industry best practices and using formal specifications, Computer Aided Software Engineering (CASE) tools, or other accepted design techniques. Prepares system flow charts, logic diagrams, interface specifications, use cases, and other models and reports to describe existing and proposed operations. Interprets software requirements and design specifications to code, and integrates and tests software components. Assesses opportunities to integrate COTS products for software solutions. Determines hardware requirements or influences hardware design. Designs software tools and subsystems to support software reuse. Performs in- depth analysis and technical support of software products, including problem resolution, testing, operational integration, and user support. Analyzes software operation for performance problems and fault tolerance, and employs process improvements to optimize performance. Reviews existing programs and assists in making refinements and improvements. Maintains currency, debugs, and configures related software products. Provides operating systems planning and evaluation for performance analysis, capacity planning, and hardware upgrades. Prepares required documentation, including project, user, and configuration management documentation. Provides team and technical leadership to development teams. Applies extensive technical expertise, and has full knowledge of other related disciplines.

Minimum Experience: At least 11 years of experience with a Bachelor's degree or 8 years of experience with a Masters degree.

Minimum Education: Bachelor's degree in a related engineering, computer science or technical discipline from an accredited college. Considered an expert authority in discipline.

Commercial Job Title: **System Engineer 3**

Functional Responsibility: Performs systems engineering throughout the entire system life cycle. Develops understanding of customer's organization, goals,

business needs, and enterprise architectures and systems. Establishes system development and integration methodologies and. Develops user requirements and ensures that business solutions are consistent with strategic goals and investment decisions. Employs best practice processes in the design, development, integration, and implementation of systems. Researches and evaluates system designs to select appropriate technology and ensure efficient use of resources. Conducts in- depth analysis of systems, business processes, and business requirements to design and develop specifications for new systems or to reengineer current systems. Develops plans for systems from project inception to deployment. Ensures specifications, designs, and developments adhere to standards. Monitors and analyzes performance problems and recommends solutions to enhance functionality, reliability, and usability. Evaluates and recommends COTS applications and methodologies that can be acquired to provide technology solutions. Develops transition strategies and plans to cut over from legacy systems. Applies metrics to measure performance. Establishes and maintains security, integrity, and business continuity controls and documentation. Conducts studies to identify and recommend system improvements to enhance business and customer services. Researches, analyzes, tests, and recommends new technologies, processes, tools, and techniques. Develops plans for backup and disaster recovery. Provides team and technical leadership to development teams.

Minimum Experience: At least 11 years of experience with a Bachelor’s degree or 8 years of experience with a Masters degree.

Minimum Education: Bachelor’s degree in a related engineering, computer science or technical discipline from an accredited college. Considered an expert authority in discipline.

Commercial Job Title: **System Engineer 4**

Functional Responsibility: Performs systems engineering throughout the entire system life cycle. Develops understanding of customer’s organization, goals, business needs, and enterprise architectures and systems. Establishes system development and integration methodologies and. Develops user requirements and ensures that business solutions are consistent with strategic goals and investment decisions. Employs best practice processes in the design, development, integration, and implementation of systems. Researches and evaluates system designs to select appropriate technology and ensure efficient use of resources. Conducts in- depth analysis of systems, business processes, and business requirements to design and develop specifications for new systems or to reengineer current systems. Develops plans for systems from project inception to deployment. Ensures specifications, designs, and developments adhere to standards. Monitors and analyzes performance problems and recommends solutions to enhance functionality, reliability, and usability. Evaluates and recommends COTS applications and methodologies that can be acquired to

provide technology solutions. Develops transition strategies and plans to cut over from legacy systems. Applies metrics to measure performance. Establishes and maintains security, integrity, and business continuity controls and documentation. Conducts studies to identify and recommend system improvements to enhance business and customer services. Researches, analyzes, tests, and recommends new technologies, processes, tools, and techniques. Develops plans for backup and disaster recovery. Provides team and technical leadership to development teams. Exhibits an exceptional degree of ingenuity, creativity, and resourcefulness. Applies and/or develops highly advanced technical technologies, scientific principles, theories and concepts. Viewed as an expert within the field.

Minimum Experience: At least 16 years of experience with a Bachelor's degree or 13 years of experience with a Masters degree.

Minimum Education: Bachelor's degree in a related engineering, computer science or technical discipline from an accredited college. Considered an expert authority in core discipline and supporting disciplines.

Commercial Job Title: **Software Tester 2**

Functional Responsibility: Provides test, integration and quality assurance support to IT project. Analyzes requirement and develops and executes test plans by applying knowledge of variety of current operating systems and programming languages and environments. Interacts with system engineering and development staff, project managers and client representatives. Develops and implements quality control methodologies and practices to ensure compliance with quality assurance standards, guidelines, and procedures. Analyzes quality assurance and control requirements and prepares strategies and plans. Performs quality reviews to measure performance against plans and metrics, identifies issues, and documents results. Proposes and recommends quality and process improvements. Monitors the implementation of system or procedural enhancements to customer acceptance and satisfaction.

Minimum Experience: At least 3 years of experience with a Bachelor's degree.

Minimum Education: Bachelor's degree in a related engineering, computer science or technical discipline from an accredited college.

Commercial Job Title: **IT Project Administrator**

Functional Responsibility: Performs administrative tasks in support of IT project including schedule administration, contract deliverable administration, and

logistics support directly related to the successful implementation and delivery of customer requirements.

Minimum Experience: 4 years of experience with a High School Diploma.

Minimum Education: High School Diploma.

Commercial Job Title: **IT Specialist 1**

Functional Responsibility: Entry or intermediate level IT Specialist who demonstrates limited to general use of concepts, practices and techniques; solves problems of limited to moderate scope and complexity; works under close to general supervision with results monitored; contacts are with immediate supervisor or other personnel in the group.

Minimum Experience: 0 years.

Minimum Education: Bachelor's degree in a related discipline from an accredited college. Considered Entry Level.

Commercial Job Title: **IT Specialist 2**

Functional Responsibility: Demonstrates understanding and applies principles, concepts and practices; develops solutions to a variety of complex problems; performs work without appreciable direction and participates in determining objectives of assignments; plans, schedules and arranges own activities with work reviewed upon completion; represents the organization/company as a prime contact on contracts or projects and interacts with senior internal and external personnel. General knowledge of other disciplines.

Minimum Experience: At least 3 years of experience with a Bachelor's degree or 0 years with a Masters degree.

Minimum Education: Bachelor's degree in a related discipline from an accredited college.

17. T-Rex GSA Price List

Labor Category	Hourly Rates To GSA with IFF
	Year 5
Project Manager 1	\$ 119.61
Software Engineer 1	\$ 92.46
Software Engineer 2	\$ 105.70
Software Engineer 3	\$ 112.33
System Engineer 3	\$ 105.70
System Engineer 4	\$ 125.44
Software Tester 2	\$ 100.75
IT Project Administrator	\$ 43.87
IT Specialist 1	\$ 78.32
IT Specialist 2	\$ 91.16

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