

# GENERAL SERVICES ADMINISTRATION

## *Federal Supply Service*

### Authorized Federal Supply Schedule Price List

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

### **Schedule Title: GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES**

### **Contract Number *GS-35F-0467X***

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov).

### **Contract Period: June 30, 2011 through June 29, 2021**

**Contractor: New Dimension Networks Inc.**

7610 U Rickenbacker Drive  
Gaithersburg, MD. 20879

Telephone: 240-882-3354

Fax: 703-866-5137

Email: [peterbarrett@ndni.net](mailto:peterbarrett@ndni.net)



**Contract Administrator: Peter Barrett, President**

**Business size: Small Business**

## CUSTOMER INFORMATION:

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

**132-8 Purchase of New Equipment**  
**132-51 Information Technology Professional Services**  
**132 100 Ancillary Supplies and/or Services**

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price.. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

**See Appendix A**

- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

**See Appendix B**

2. Maximum order: **\$500,000**
3. Minimum order: **\$100**
4. Geographic coverage (delivery area): **Domestic Delivery Only**
5. Point(s) of production (city, county, and State or foreign country). **N/A**
6. Discount from list, prices or statement of net price. **All prices are net.**
7. Quantity discounts: **None**
8. Prompt payment terms: **NET 30 days**
- 9a. Government purchase cards **are** accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards **are not** accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin) **None.**
- 11a. Time of delivery: **Determined with ordering office**
- 11b. Expedited Delivery: **Determined with ordering office.**
- 11c. Overnight and 2-day delivery: **Determined with ordering office.**
- 11d. Urgent Requirements: **Determined with ordering office**
12. F.O.B. point(s): **Destination.**
- 13a. Ordering address(es): **New Dimension Networks Inc.**  
**7610 U Rickenbacker Drive**  
**Gaithersburg, MD. 20879**
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample EPA can be found at the GSA/FSS Schedule homepage ([www.fss.gsa.gov/schedules](http://www.fss.gsa.gov/schedules)).

14. Payment address(es): ***New Dimension Networks Inc.  
7610 U Rickenbacker Drive  
Gaithersburg, MD. 20879***
15. Warranty provision: ***Standard Commercial.***
16. Export packing charges, if applicable. ***Not Applicable***
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). ***Not Applicable***
18. Terms and conditions of rental, maintenance, and repair (if applicable) ***Not Applicable***
19. Terms and conditions of installation (if applicable). ***Not Applicable***
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). ***Not Applicable***
- 20a. Terms and conditions for any other services (if applicable) ***See Appendix C***
21. List of service and distribution points (if applicable). ***Not Applicable***
22. List of participating dealers (if applicable). ***None***
23. Preventive maintenance (if applicable). ***Not Applicable***
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) ***None***
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at [www.Section508.gov/](http://www.Section508.gov/). ***Not Applicable***
25. Data Universal Number System (DUNS) number. ***101716764***
26. Notification regarding registration in Central Contractor Registration (CCR) database. ***Registration is current.***

# APPENDIX A

## PRODUCT

SIN	MANUFACTURER	MANUFACTURER PART NUMBER	PRODUCT DESCRIPTION	UOI	GSA PRICE (with IFF)
132-8	Commscope	7504	SYSTIMAX CAT6 7504 23AWG Cable	EA	\$555.94
132-8	Commscope	5E55	SYSTIMAX CAT5E 5E55 Cable	EA	\$245.93
132-8	Ortronics Corp.	OR- 60400131	Horizontal Management 1 RU	EA	\$43.67
132-8	Ortronics Corp.	OR-40300011	Single Gang Face Plate	EA	\$2.23
132-8	Ortronics Corp.	OR-40300159	Double Gang Face Plate	EA	\$4.29
132-8	Ortronics Corp.	OR-60400057	Horizontal Management 2 RU	EA	\$54.34
132-8	Ortronics Corp.	OR-60900017	F Connector Jack	EA	\$4.44
132-8	Ortronics Corp.	OR-MM6710	Mighty Mo 6 Management Rack 23.75" W x 20.5" D	EA	\$700.31
132-8	Ortronics Corp.	OR-MM6716	Mighty Mo 6 Management Rack 23.75" W x 21.5" D	EA	\$915.69
132-8	Ortronics Corp.	OR-PHD5E6U24	Cat 5e 24 port Clarity Patch Panel 1RU	EA	\$134.08
132-8	Ortronics Corp.	OR-PHD5E6U48	Cat 5e 48 port Clarity Patch Panel 2RU	EA	\$279.02
132-8	Ortronics Corp.	OR-PHD66U-24	Cat 6 24 port Clarity Patch Panel 1RU	EA	\$178.72
132-8	Ortronics Corp.	OR-PHD66U-48	Cat 6 28 Port Clarity Patch Panel 2RU	EA	\$352.90
132-8	Ortronics Corp.	OR-S215E00	Cat 5e Series II Jack Single	EA	\$5.38
132-8	Ortronics Corp.	OR-S21600	Cat 6 Series II Jack Single	EA	\$7.83
132-8	Ortronics Corp.	OR-S225E00	Cat 5e Series II Jack Dual	EA	\$10.43
132-8	Ortronics Corp.	OR-S22600	Cat 6 Series II Jack Dual	EA	\$15.43
132-8	Panduit Corp.	CBX4IW-AY	4 Port Mini-Com Box	EA	\$4.55
132-8	Panduit Corp.	CBXF6IW-AY	6 Port Mini-Com Box	EA	\$14.47
132-8	Panduit Corp.	CFPE4IW	4 Port Mini-Com Executive Series Face Plate	EA	\$1.99
132-8	Panduit Corp.	CFPE6IW	6 Port Mini-Com Executive Series Face Plate	EA	\$1.87
132-8	Panduit Corp.	CJ5E88TBU	Cat 5e Mini-Com Jack	EA	\$5.49
132-8	Panduit Corp.	CJ688TGIW	Cat 6 Mini-Com Jack	EA	\$8.02
132-8	Siemon Corp.	CT4-BOX-02	Single Gang Surface Mount Box	EA	\$3.11
132-8	Siemon Corp.	HD5-24	Cat 5e 24 Port Patch Panel	EA	\$130.31
132-8	Siemon Corp.	HD5-48	Cat 5e 48 Port Patch Panel	EA	\$260.60
132-8	Siemon Corp.	HD6-24	Cat 6 24 Port Patch Panel	EA	\$151.94
132-8	Siemon Corp.	HD6-48	Cat 6 48 Port Patch Panel	EA	\$303.88
132-8	Siemon Corp.	MX5-02	Cat 5e Jack (Angled)	EA	\$4.79
132-8	Siemon Corp.	MX5-F02	Cat 5e Jack (Flat)	EA	\$4.64
132-8	Siemon Corp.	MX6-02	Cat 6 Jack (Angled)	EA	\$5.72
132-8	Siemon Corp.	MX6-F02	Cat 6 Jack (Flat)	EA	\$5.72
132-8	Siemon Corp.	MX-FP-S-02-01	2 port Face Plate	EA	\$1.94
132-8	Siemon Corp.	MX-FP-S-04-02	4 port Face Plate	EA	\$1.94
132-8	Siemon Corp.	MX-FP-S-06-02	6 port Face Plate	EA	\$1.94
132-8	Siemon Corp.	RIC3-24-01	Rackmount Interconnect Center RIC-3	EA	\$238.79
132-8	Siemon Corp.	RIC3-36-01	Rackmount Interconnect Center RIC-3	EA	\$255.28
132-8	Siemon Corp.	RIC-F-FC6-01	Fiber Adapter Plate FC (6 Fiber)	EA	\$65.47

SIN	MANUFACTURER	MANUFACTURER PART NUMBER	PRODUCT DESCRIPTION	UOI	GSA PRICE (with IFF)
132-8	Siemon Corp.	RIC-F-SA6-01	3 Duplex ST Adapter Panel (6 Fiber)	EA	\$22.80
132-8	Siemon Corp.	S110AA2-100FT	110 Block w/t Legs & C-5 Clips 100 pair	EA	\$27.79
132-8	Siemon Corp.	S110AA2-300FT	110 Block w/t Legs & C-5 Clips 300 Pair	EA	\$78.46
132-8	Siemon Corp.	S110AB2-100FT	110 Block w/t Legs & C-4 Clips 100 Pair	EA	\$26.30
132-8	Siemon Corp.	S110AB2-300FT	110 Block w/t Legs & C-4 Clips 300 Pair	EA	\$75.29
132-8	Siemon Corp.	S89B	Stand Off Bracket for 66 Block	EA	\$1.27
132-8	Siemon Corp.	WM-143-5	1U Horizontal Management	EA	\$29.56
132-8	Siemon Corp.	WM-144-5	2U Horizontal Management	EA	\$33.59
132-8	Superior Essex	51-243-28	SUPERIOR ESSEX CAT5E 51-243-28 Cable	EA	\$229.86
132-8	Superior Essex	66-246-2B	SUPERIOR ESSEX CAT 6 66-246-2B Cable	EA	\$409.07
132-8	Suttle Corp	183A2	Half Blueboard w/t Brackets	EA	\$12.87
132-8	Suttle Corp	A183B1	Full Blueboard w/t Brackets	EA	\$24.58

### SERVICES

SIN	LABOR CATEGORY	UOI	GSA PRICE (with IFF)
132-51	Project Manager	Hour	\$85.89
132-51	Systems Engineer	Hour	\$85.89
132-51	Registered Communications Distribution Designer (RCDD)	Hour	\$90.95
132-100	System Technician I	Hour	\$57.30
132-100	System Technician II	Hour	\$64.59
132-100	System Technician III	Hour	\$69.81
132-100	CAD Operator	Hour	\$52.09

# APPENDIX B

## 1. TITLE: PROJECT MANAGER

**FUNCTIONAL RESPONSIBILITIES:** Accountable for the daily activities associated with complex IT Projects. Coordinates the installation teams, materials management and scheduling. Monitors quality control and ensures that all projects are delivered on time and within budget. Interfaces with Customer to ensure effective design, planning, budgeting, scheduling and change orders. Assists in contract negotiations, proposal development, planning and engineering associated with the submission of quotes/proposals.

**YEARS MINIMUM GENERAL EXPERIENCE:** 10 Years of progressive experience, which includes managing, directing, and implementing information technology projects, demonstrated ability to provide technical direction for projects. Possess extensive knowledge of engineering and management concepts, procedures and practices. General experience includes increasing responsibilities in information systems design and management; management of a diverse group of functional activities, subordinate groups of technical and administrative personnel; and management of resources.

**MINIMUM EDUCATION:** Bachelor's degree or Seven years in a related field.

## 2. TITLE: SYSTEMS ENGINEER

**FUNCTIONAL RESPONSIBILITIES:** Responsible for the design/engineering of voice/data networks including all hardware, infrastructure, pathways interfaces and interconnects. Adhere to all Industry Standards and guidelines during the design and implementation phase. A point of contact for the Client and all pertinent personnel associated with all technical issues and implementation planning. Works with Project Manager and team to ensure that all projects are implemented according to Industry Standards.

**YEARS MINIMUM GENERAL EXPERIENCE:** Five years in a related field.

**MINIMUM EDUCATION:** Bachelor's degree required in Computer Science, Information Systems, Engineering, Business or (5) years in a related field.

## 3. TITLE: REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER (RCDD)

**FUNCTIONAL RESPONSIBILITIES:** Designs cable plant to include the physical layout of cable tray, raceways and hardware associated with the configuration of voice/data networks. Provides support for all levels of the implementation team to ensure that all Industry Standards and manufacturers' specifications are adhered to and provides general oversight and support as necessary. Supports BICSI's mission to promote economical, efficient, flexible and safe information technology systems (ITS) and distribution facilities for voice, data, audio, video, security, safety, and other services in commercial and multi-family facilities through the adherence to all relevant codes, laws and BICSI methodologies, where appropriate.

**YEARS MINIMUM GENERAL EXPERIENCE:** (10) years experience in the analysis, systems design and implementation of complex voice networks, LAN and WAN data networks, wireless networks and network management systems to support voice and data services. Has proven customer service skills and the ability to communicate professionally and effectively with client and team.

**MINIMUM EDUCATION:** Bachelor's degree or four (4) years of relevant experience. RCDD® (Registered Communications Distributions Designer (RCDD) with BICSI with a minimum of (10) years experience in systems design and implementation of complex voice/data networks.

## 4. TITLE: SYSTEM TECHNICIAN I

**FUNCTIONAL RESPONSIBILITIES:** Assists in the installation of pathways, copper, fiber, coaxial cable and associated hardware. Terminates, label, and testing of various types of voice and data networks. Has knowledge of all applicable standards and manufactures specifications.

**YEARS MINIMUM GENERAL EXPERIENCE:** Experience in the voice/data communications industry and is familiar with the local and industry wide wiring standards and specifications.

MINIMUM EDUCATION: High School Diploma or equivalent.

## 5. TITLE: SYSTEM TECHNICIAN II

FUNCTIONAL RESPONSIBILITIES: Responsible for the installation of pathways, copper, fiber, coaxial cable and all associated hardware. Responsible for network terminations, testing and labeling and troubleshooting voice and data networks (Fiber and Copper). Ensures that all installations are achieved according to Industry Standards and manufacturers specifications and guidelines.

YEARS MINIMUM GENERAL EXPERIENCE: Experience in the installation of voice/data communications networks with a thorough knowledge of testing, documentation and troubleshooting.

MINIMUM EDUCATION: High School Diploma or equivalent and 2 years of relevant experience. Additional experience must be gained from a combination of education, training, or certification (technical diploma) that provides the requisite knowledge, skills, and abilities.

## 6. TITLE: SYSTEM TECHNICIAN III

FUNCTIONAL RESPONSIBILITIES: Responsible for the installation of pathways, copper, fiber, coaxial cable and all associated hardware. Responsible for network terminations, testing and labeling and troubleshooting voice and data networks (Fiber, Copper, and Wireless). Ensures that all installations are achieved according to Industry Standards and manufacturers specifications and guidelines. Assists in the scheduling of personnel as well as materials management for all projects. Interfaces with Project Manager/Client to certify that all projects are completed professionally, accurately and on time. Install ISDN, Electronic Key Systems, Hubs, Routers, Switches.

YEARS MINIMUM GENERAL EXPERIENCE: Minimum of 5 years of specialized field experience includes supervision of installation technicians; analysis, design, and installation of local and wide area networks; and analysis and installation of communication systems. Familiar with engineering documentation, network configurations, and topologies.

MINIMUM EDUCATION: High School Diploma and at least 5 years of relevant experience. Additional experience must be gained from a combination of education, training, or certification (technical diploma) that provides the requisite knowledge, skills, and abilities.

## 7. TITLE: CAD OPERATOR

FUNCTIONAL RESPONSIBILITIES: Develops Engineering drawing(s) for network configurations during the proposal stage. Produces and/or modifies network as-builts and documentation for all projects requiring CAD as a deliverable.

YEARS MINIMUM GENERAL EXPERIENCE: Proficient in the development of preliminary designs to address all aspects of the design and implementation constraints associated with the engineering of voice/data networks. Exceptional customer service skills and the capacity to communicate professionally and effectively with client and team are required.

MINIMUM EDUCATION: High School Diploma. Additional experience must be gained from a combination of education, training, or certification (technical diploma) that provides the essential knowledge, skills, and abilities.

## APPENDIX C

### TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY (IT) NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

#### 1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

#### 2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

#### 3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

#### 4. INSTALLATION AND TECHNICAL SERVICES

- a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:
- b. INSTALLATION, DEINSTALLATION, REINSTALLATION. 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 be received less than the prevailing wage rates as determined by the Secretary of Labor. The requirement does 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.
- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

#### 5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**6. WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

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

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

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is

performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

**6. INSPECTION OF SERVICES**

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

**7. RESPONSIBILITIES OF THE CONTRACTOR**

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

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

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

### **13. RESUMES**

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

### **14. INCIDENTAL SUPPORT COSTS**

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

### **15. APPROVAL OF SUBCONTRACTS**

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

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

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

**TERMS AND CONDITIONS APPLICABLE TO ANCILLARY SUPPLIES AND /OR SERVICES  
(SPECIAL ITEM NUMBER 132-100)**

*NOTE: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, [www.sftool.gov/greenprocurement](http://www.sftool.gov/greenprocurement) for a complete list of products covered by these programs.*