



**General Services Administration  
Federal Supply Service**

**Authorized Federal Supply Schedule Price List**

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

**GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY SERVICES**

***FSC Standard Industrial Group 70***

FSC/PSC Class D301 IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE

- Facility Management

FSC/PSC Class D302 IT AND TELECOM- SYSTEMS DEVELOPMENT

- Systems Development Services

FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS

- Systems Analysis Services

FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE

- Automated Information Systems Services

FSC/PSC Class D308 IT AND TELECOM- PROGRAMMING

- Programming Services

FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP

- Backup and Security Services

FSC/PSC Class D311 IT AND TELECOM- DATA CONVERSION

- Data Conversion Services

FSC/PSC Class D313 IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED MANUFACTURING (CAD/CAM)

- Computer Aided Design Services

- Computer Aided Manufacturing Services

FSC/PSC Class D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT

- IT Network Management Services

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION

- Creation/Retrieval of IT Related Data Services

- Creation/Retrieval of Other Information Services

- Creation/Retrieval of IT Related Automated News Services

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND

TELECOMMUNICATIONS

- Other Information Technology Services, Not Elsewhere Classified

***Special Item No. 132-51 Information Technology Professional Services***

***Contract Number: GS-35F-0883R***

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

**Period Covered by Contract: July 18, 2016 – September 21, 2020**

***Supplement Number 0, Effective July 18, 2016***

**3T INTERNATIONAL, INC.**

**1934 Old Gallows Road #350**

**Vienna, VA 22182**

**(703) 255-4616**

**(703) 997-7072 Fax**

Contract Administration: Moe Danaie, mdanaie@3ti.com

**<http://www.3TI.com/contractsgsafssschedule.htm>**

***Business Size: Small Business, Other than minority enterprise***

***Prices Shown Herein are Net (discount deducted)***

**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.

## CUSTOMER INFORMATION

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

SIN	SIN Description	Item Descriptions and Awarded Prices
<b>132-51</b>	<b>Information Technology Professional Services</b>	<b>See 1b and 1c below</b>

**FSC/PSC Class:**

D301 IT Facility Operation and Maintenance  
 D302 IT Systems Development Services  
 D306 IT Systems Analysis Services  
 D307 Automated Information Systems Design and Integration Services D308  
 Programming Services  
 D310 IT Backup and Security Services  
 D311 IT Data Conversion Services  
 D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services  
 D316 IT Network Management Services  
 D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or  
 Other Information Services (All other information services belong under Schedule 76)  
 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, 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 performance by the publisher or manufacturer or one of their authorized agents.

**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. – **Not Applicable.**

**1c.** If the Contractor is proposing hourly rates, a description of all corresponding job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

**LABOR CATEGORY DESCRIPTIONS**

<b>Labor Category</b>	<b>Functional/ Responsibility</b>	<b>Minimum Education/ Certification Level</b>	<b>Minimum Years of Experience/General Experience</b>
Business Analyst	Provides expertise in business process and system analysis, design, improvement, implementation efforts. Provides expertise in change management and training support. Provides organizational and strategic planning for a wide variety of technical and functional environments. Provides expertise in performing studies including but not limited to Configuration Management, Disaster Recovery, Strategic Planning, Knowledge Management, Business Analysis, Technical Analysis, and other aspects of technology and business improvement analysis.	BS or BA or Equivalent years of experience	4 years in business or technology analysis, 2 years in specific required area.
Consultant II	Supports the assessment of I/T System Objectives and concept of operations. Supports identification of top-level system requirements. Supports Preparation of high-level system architecture in terms of hardware, software, database and telecommunications components. Supports the requirements analysis and identification of process and data. Supports facilitated sessions.	BS or BA or Equivalent years of experience	2 years in Management or Technology Consulting, 1 year in specific required area.
Enterprise Architect II	Ability to architect solutions to provide timely update of large databases and assuring high-performance across the architecture; works with other team members to improve the business process, information and technology of client organizations; designs, implements and develops Integration solutions for providing state of the art solutions capable of handling high volume transaction rates for real-time processing and delivery; supports enterprise design by in developing enterprise schemas to map data and process flows between systems and solutions. Manages the activities of 1-2 enterprise architects. Demonstrated ability to work independently with minimal supervision.	BS or BA or Equivalent years of experience	7 years of IT experience, including at least 4 years of experience in Enterprise Architecture and its components.
Enterprise Architect III	Ability to architect solutions to provide timely update of large databases and assuring high-performance across the architecture; works with other team members to improve the business process, information and technology of client organizations; designs, implements and develops Integration solutions for providing state of the art solutions capable of handling high volume transaction rates for real-time processing and delivery; supports enterprise design by in developing	BS or BA or Equivalent years of experience	8 years of IT experience, including at least 5 years of experience in Enterprise Architecture and its components.

Labor Category	Functional/ Responsibility	Minimum Education/ Certification Level	Minimum Years of Experience/General Experience
	enterprise schemas to map data and process flows between systems and solutions. Manages the activities of 3-4 enterprise architects. Stays current with the standard enterprise architecture frameworks for federal Government.		
Program Analyst II	Interprets results using a variety of techniques, ranging from simple data aggregation via statistical analysis to complex data mining. Designs, develops, implements and maintains business solutions. Works directly with clients and project and business leaders to identify analytical requirements. Requires a bachelor's degree in area of specialty and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager	BS or BA or Equivalent years of experience	2-4 years of related experience
Program Analyst III	Interprets results using a variety of techniques, ranging from simple data aggregation via statistical analysis to complex data mining independently. Designs, develops, implements and maintains business solutions. Works with main clients and project and business leaders to identify analytical requirements. Provides tutorship to junior analysts. Requires a bachelor's degree in area of specialty and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.	BS or BA or Equivalent years of experience	4-6 years of related experience
Program Manager I	Directs and coordinates the planning and executing of a program that involves multiple projects, personnel and vendors. Plans and manages the operations and execution of several simultaneous technical and non-technical projects. Interacts directly with the senior government officials regarding status, progress, and issues.	BS or BA or Equivalent years of experience	7 years in Project and program management of Business and IT support.
Senior Business Analyst	Provides expertise in business process and system analysis, design, improvement, implementation efforts. Provides expertise in change management and training support. Provides organizational and strategic planning for a wide variety of technical and functional environments. Provides expertise in performing studies including but not limited to Configuration Management, Disaster Recovery, Strategic Planning, Knowledge Management, Business Analysis, Technical Analysis, and other aspects of technology and business improvement analysis.	BS or BA or Equivalent years of experience	8 years in management and technology consulting, 2 years in specific required area.

Labor Category	Functional/ Responsibility	Minimum Education/ Certification Level	Minimum Years of Experience/General Experience
Senior Data Modeler	Analyzes functional business applications and design specifications for data and functional activities. Develops data models, block diagrams, and logic flow charts. Prepares required documentation, including both program-level and user-level documentation. Demonstrated ability to work independently with minimal supervision.	BS or BA or Equivalent years of experience	8 years of IT experience, including at least 4 years of experience in data modeling and analysis.
Senior Project Manager	Provides managerial and technical leadership for development, implementation and operations of complex information technology systems. Plans, coordinates, and manages all aspects of a technology projects. Prepares and presents status on project schedule, project costs, project deliverables, project risks, and risk containment strategies. An understanding of architecture, techniques and management processes across many environments of systems, applications and requirements such as Information Strategy, Enterprise Architecture, Information Architecture, Data Warehousing, COTS Package Implementation, Business Process Reengineering (BPR), Technology Architecture, and Application Architecture.	BS or BA or Equivalent years of experience	8 years in project management, 4 years in IT and management consulting project management.
Executive Program Manager	Directs and coordinates the planning and executing of a program that involves multiple projects, personnel and vendors. Plans and manages the operations and execution of several simultaneous technical and non-technical projects. Interacts directly with the senior government officials regarding status, progress, and issues.	BS or BA or Equivalent years of experience	15 years of functional or IT experience, including at least 12 years of experience in managing large scale programs and projects.
Consultant III	Supports the assessment of I/T System Objectives and concept of operations. Supports identification of top-level system requirements. Supports Preparation of high-level system architecture in terms of hardware, software, database and telecommunications components. Supports the requirements analysis and identification of process and data. Supports facilitated sessions.	BS or BA or Equivalent years of experience	3 years in Management or Technology Consulting, 1 year in specific required area.
Program Manager II	Directs and coordinates the planning and executing of a program that involves multiple projects, personnel and vendors. Plans and manages the operations and execution of several simultaneous technical and non-technical projects. Interacts directly with the senior government officials regarding status, progress, and issues.	BS or BA or Equivalent years of experience	4 years of functional or IT experience, including at least 2 years of experience in reengineering business processes and systems.
Principal Consultant	Guides the assessment of I/T System Objectives and concept of operations. Guides identification of top level system requirements. Prepares high-level system architecture in terms of hardware, software, database and telecommunications components. Perform strategic planning and business process reengineering activities. Interacts directly with senior management. Advises senior executives on effective utilization of information technology systems and reengineering to meet business objectives.	BS or BA or Equivalent years of experience	12 years of experience, including at least 8 years of experience in consulting.

Labor Category	Functional/ Responsibility	Minimum Education/ Certification Level	Minimum Years of Experience/General Experience
Program Manager III	Provides expertise in project management, program management, business process and system analysis, design, improvement, and implementation efforts. Strong knowledge of Government rules and regulation in relation to information management.	BS or BA or Equivalent years of experience	10 years in management and technology consulting, 2 years in specific required area.
Subject Matter Expert	Analyzes user needs to determine functional and technical requirements. Provides expert guidance in analysis and the design of information technology architectures, technology analyses, systems architectures, and strategic planning. Provides software process management and control throughout the coding portion of the software development process. Leads and supports the challenges faced by developers who must deal with issues such as: cultural change, software distribution, security, data distribution, and business process impacts. Provides a structured way of dealing with new technologies, changing goals and needs. Guides the development team through the implementation of the systems designed. Guides the development team through many of the follow through activities once the system is implemented, i.e. site promotion, gathering feedback, and software distribution.	BS or BA or Equivalent years of experience	8 years in specific area.

**HOURLY RATES**

Labor Category	Contract Year 1 (7/18/2016 - 9/20/2016)	Contract Year 2 (9/21/2016 – 9/20/2017)	Contract Year 3 (9/21/2017 – 9/20/2018)	Contract Year 4 (9/21/2018 – 9/20/2019)	Contract Year 5 (9/21/2019 – 9/20/2020)
Business Analyst	\$43.01	\$43.83	\$44.66	\$45.51	\$46.37
Consultant II	\$60.08	\$61.22	\$62.38	\$63.57	\$64.78
Enterprise Architect II	\$112.26	\$114.39	\$116.57	\$118.78	\$121.04
Enterprise Architect III	\$120.21	\$122.49	\$124.82	\$127.19	\$129.61
Program Analyst II	\$88.64	\$90.32	\$92.04	\$93.79	\$95.57
Program Analyst III	\$102.48	\$104.43	\$106.41	\$108.43	\$110.49
Program Manager I	\$56.72	\$57.80	\$58.90	\$60.01	\$61.16
Senior Business Analyst	\$85.84	\$87.47	\$89.13	\$90.83	\$92.55
Senior Data Modeler	\$89.18	\$90.87	\$92.60	\$94.36	\$96.15
Senior Project Manager	\$100.14	\$102.04	\$103.98	\$105.96	\$107.97
Executive Program Manager	\$191.92	\$195.57	\$199.28	\$203.07	\$206.93
Consultant III	\$81.24	\$82.78	\$84.36	\$85.96	\$87.59
Program Manager II	\$109.82	\$111.91	\$114.03	\$116.20	\$118.41
Principal Consultant	\$157.81	\$160.81	\$163.86	\$166.98	\$170.15
Program Manager III	\$133.31	\$135.84	\$138.42	\$141.05	\$143.73
Subject Matter Expert	\$167.41	\$170.59	\$173.83	\$177.13	\$180.50

*Prices Shown Herein are Net (discount deducted)  
Rates are inclusive of the 0.75% GSA Industrial Funding Fee (IFF)*

2. Maximum order: **\$500,000.**

3. Minimum order: **\$100.**

4. Geographic coverage (delivery area): **Domestic delivery only**, within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Point(s) of production (city, county, and State or foreign country): **Same as company address.**

6. Discount from list prices or statement of net price: **Prices Shown Herein are Net (discount deducted)**

7. Quantity discounts: **None.**

8. Prompt payment terms: **None.**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: **Yes.**

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: **Yes.**

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

11a. Time of delivery: **As negotiated and specified in the Task/Delivery Order.**

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery: **Contact Contractor.**

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: **Contact Contractor.**

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery: **Contact Contractor.**

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

13a. Ordering address:

**3T INTERNATIONAL, Inc.  
1934 Old Gallows Road #350  
Vienna, VA 22182**

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

**(703) 255-4616, Point of Contact: Frank Keshavarz**

**13b.** Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3. **A sample BPA can be found as the GSA/FSS Schedule homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).**

**14.** Payment address(es):  
**3T INTERNATIONAL, Inc.  
1934 Old Gallows Road #350  
Vienna, VA 22182**

**15.** Warranty provision: **Not Applicable.**

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

**17.** Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): **Contact Contractor.**

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

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

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

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

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

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

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

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

**24b.** If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**25.** Data Universal Number System (DUNS) number: **118574347.**  
Contractor's Taxpayer Identification Number (TIN): **54-1886364.**  
CAGE Code: **1QPW8.**

**26.** Notification regarding registration in Central Contractor Registration (CCR) database:  
**Registered.**

**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 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 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 52.212-4 (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 SERVICES AND PRICING**

A description of the services offered under Special Item Number 132-51 follows these Terms and Conditions. These services are presented in the same manner that 3TI sells to commercial and other ordering activity customers. Hourly rates are offered with a description of all corresponding labor categories for those individuals who will perform the service should it be provided. For each labor category, there is a title; description of the functional/responsibility; minimum education/certification level; and minimum years of experience.