



746 Walker Road • Suite 16-777 • Great Falls, VA 22066
Phone: (703) 757-7797 • Fax: (703) 880-7677
<http://www.net2net-solutions.com>

**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 - IT Facility Operation and Maintenance
FPDS Code D302 - IT Systems Development Services
FPDS Code D306 - IT Systems Analysis Services
FPDS Code D307 - Automated Information Systems Design and Integration Service
FPDS Code D308 - Programming Services
FPDS Code D310 - IT Backup and Security Services
FPDS Code D316 - IT Network Management Services
FPDS Code D399 - Other Information Technology Services, Not Elsewhere Classified

NET2NET SOLUTIONS, INC.
746 Walker Road, Suite 16-777
Great Falls, VA 22066
Phone – 703-757-7797
Fax – 703-880-7677
Email: gsa70@net2net-solutions.com
Web: www.net2net-solutions.com

Contract Number: **GS-35F-0094S**

Period Covered by Contract: November 29, 2005 through November 28, 2010

Pricelist current through Modification #PO0001, dated March 5, 2008

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

TABLE OF CONTENTS

SECTION 1	4
INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS	4
1. Geographic Scope of Contract:	4
2. Contractor's Ordering Address and Payment Information:	4
3. LIABILITY FOR INJURY OR DAMAGE	5
4. Statistical Data for Government Ordering Office Completion of Standard Form 279:	5
5. FOB Destination	5
6. DELIVERY SCHEDULE	5
7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.	6
8. Trade Agreements Act of 1979, as amended:	6
9. Statement Concerning Availability of Export Packing:	6
10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00	6
11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)	6
12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS	6
13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION	7
14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)	7
15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:	9
16. GSA Advantage!	9
17. PURCHASE OF OPEN MARKET ITEMS	9
18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS	9
19. OVERSEAS ACTIVITIES	10
20. BLANKET PURCHASE AGREEMENTS (BPAs)	10
21. CONTRACTOR TEAM ARRANGEMENTS	10
22. INSTALLATION, DEINSTALLATION, REINSTALLATION	10
23. SECTION 508 COMPLIANCE.	11

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES	11
25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)	11
SECTION 2	13
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)	13
1. SCOPE	13
2. PERFORMANCE INCENTIVES	13
3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)	13
4. ORDER	16
5. PERFORMANCE OF SERVICES	16
6. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)	17
7. INSPECTION OF SERVICES	17
9. RESPONSIBILITIES OF THE ORDERING ACTIVITY	18
10. INDEPENDENT CONTRACTOR	18
11. ORGANIZATIONAL CONFLICTS OF INTEREST	18
12. INVOICES	18
13. PAYMENTS	19
14. RESUMES	19
15. INCIDENTAL SUPPORT COSTS	19
16. APPROVAL OF SUBCONTRACTS	19
17. DESCRIPTION OF IT/EC SERVICES AND PRICING	19
SECTION 3	28
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS	28
BLANKET PURCHASE AGREEMENT	28
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE	28
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”	32

SECTION 1

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 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). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract:

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

2. Contractor's Ordering Address and Payment Information:

Net2Net Solutions, Inc.
746 Walker Road
Suite 16-777
Great Falls, VA 22066



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

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

(703) 757-7797

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **11-104-5592**

Block 30: Type of Contractor – **A, B**

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - **Yes**

Block 36: Contractor's Taxpayer Identification Number (TIN): **54-205-7325**

4a CAGE Code: **3CMTC**

4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-51

As agreed with the Contractor and the Buying Agency

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities 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 activity, 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.
- a. Prompt Payment: **Net 30** days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity : **None**
 - c. Dollar Volume: **None**
 - d. Government Educational Institutions: **None**
 - e. Other

8. Trade Agreements Act of 1979, as amended:

All items 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:

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.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology (IT) Professional Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (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 ACTIVITIES:

Any ordering activity, 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 (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;

- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity 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)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

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

23. SECTION 508 COMPLIANCE.

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

www.net2net-solutions.com

The EIT standard can be found at: www.Section508.gov/.

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.



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(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.

SECTION 2

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC 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. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)

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

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures

for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- (iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

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

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

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

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

(ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple

BPA. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

- (2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- (c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (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.

5. PERFORMANCE OF SERVICES

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

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

6. 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.

7. 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.

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.

9. 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/EC Services.

10. INDEPENDENT CONTRACTOR

All IT/EC 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.

11. 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.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC 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.

13. 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.

14. RESUMES

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

15. 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.

16. 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.

17. DESCRIPTION OF IT/EC SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC 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.

Net2Net Solutions, Inc. is an 8(a), woman-owned corporation providing information technology consulting and implementation services. Our team believes that the network, both voice and data, is the business enabler and we hold the philosophy that a network-enabled business will help improve operations, productivity and reduce costs. With this philosophy in mind, Net2Net Solutions provides professional IT systems engineering and management consulting services, ensuring the maximum return on investment, and the development of a sustainable strategic advantage for our clients.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

Labor Categories:

	Labor Category Title
1	Junior Network Engineer
2	Network Engineer
3	Senior Network Security Engineer
4	Senior Network Architect
5	Network Management Engineer
6	VoIP/Telephony Engineer
7	Principal Engineer/Subject Matter Expert
8	Senior Business Process Engineer
9	Program Manager
10	Senior Technologist
11	Database Analyst II
12	Data Entry Operator
13	Project Administrator
14	Documentation Specialist

Descriptions:

1. **Commercial Job Title** Junior Network Engineer

Minimum/General Experience: Three (3) years experience in design, development, installation, test, operation and maintenance of computer network systems.

Functional Responsibility: Serves as a network engineering team member with an IT background. Collects data in accordance with plans developed by others. Verifies and analyzes data to identify trends and relationships as well as current and potential technical and network management problems. Provides network hardware installation and cabling services. Drafts reports of findings along with related documentation. Provide help desk and troubleshooting support as necessary.

Minimum Education: Bachelors degree or an equivalent combination of education and experience.

2. **Commercial Job Title** Network Engineer

Minimum/General Experience: Five (5) years experience in IT, to include the design, development, installation, test, operation and maintenance of computer network systems.

Functional Responsibility: Designs, implements and maintains computer networks. Performs testing and monitoring of customer networks using network analyzers to identify and solve problems. Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removal, and modifications to network components. Performs design and optimization of network topologies and site configurations. Plans installations, transitions and cutovers of network components. Coordinates requirements with users and suppliers. Able to provide help desk management and troubleshooting support as necessary.

Minimum Education: Bachelor's Degree in a related technical discipline or an equivalent combination of education and experience.

3. **Commercial Job Title** Senior Network Security Engineer

Minimum/General Experience: Eight (8) years experience in information security and/or information technology.

Functional Responsibility: Possesses a strong technical background and knowledge of general security concepts, risk management, security strategies, and compliance requirements. Has an understanding of the following:

- Firewalls,
- Virtual Private Network (VPN) services,
- Specification and implementation of Firewall and VPN rules,
- Security auditing and operational risk management concepts,
- Extensive knowledge of computer operating systems,
- Deep understanding of TCP/IP, UDP, ICMP and other Internet protocols,
- Intrusion detection filters, signature definitions, and other vulnerabilities,
- Networking concepts such as: routing protocols, switching standards, network address translation (NAT),
- Extensive experience with computer and network security standards.

Produces innovative and state-of-the-art solutions to complex problems. Possess good management and communication skills.

Minimum Education: Bachelors degree or an equivalent combination of education and experience.

4. **Commercial Job Title** Senior Network Architect

Minimum/General Experience: Ten (10) years of relevant experience and ten (10) years of management experience required.

Functional Responsibility: Plans, develops and administers policies covering several broad functional areas or key contracts. Oversees the work of staff and senior level professionals. In addition, plans, designs, and engineers life cycle voice, data and video solutions for local, wide, and enterprise network solutions including the development, integration, implementations, testing, and monitoring of policies and procedures. Analyzes areas of concern, confers with research personnel to clarify and resolve problems, presents feasible alternatives and recommendations based on thorough research and analyses. Plans and develops rapid prototype experimental solutions. Confers with engineering personnel and prepares design modifications. Conducts interviews with subject matter experts to retrieve essential information. Uses computer assisted design software to perform engineering and design tasks. Evaluates engineering test results for practical application. Collects, compiles, and assembles data for financial and analytical documents and reports.

Minimum Education: Masters degree or an equivalent combination of education and experience.

5. **Commercial Job Title** Network Management Engineer

Minimum/General Experience: Five (5) years experience with network management systems, network performance monitoring and tuning. Must be proficient in analyzing, designing, testing, configuring, implementing, integrating, documenting and maintaining NMS solutions.

Functional Responsibility: Performs a variety of network management engineering tasks, either independently or under supervision. Has a solid understanding and experience with Tivoli, HP Openview, Netcool, CiscoWorks, RMON probes, etc. Also has experience with the following:

- Design, install, configure, customize network management tools,
- Perform capacity planning,
- Design and customize performance reports,
- Fault / Performance Management.

Possesses good management and communication skills.

Minimum Education: Bachelors degree or an equivalent combination of education and experience.

6. **Commercial Job Title** VoIP / Telephony Engineer

Minimum/General Experience: Five (5) years experience in design, development, installation, test, operation and maintenance of computer network and Voice over Internet Protocol (VoIP) / IP Telephony systems.

Functional Responsibility: Performs a variety of VoIP network engineering tasks, either independently or under supervision, which are broad in nature and are concerned with the design and implementation of converged VoIP networks including personnel, hardware, software and support facilities and/or equipment. Support physical infrastructure and equipment selection to final interoperability. Implement network modification and enhancement to pre-existing systems and network security measures. Produces innovative and state-of-the-art solutions to complex problems. Conduct network readiness assessments to determine if the customer's IT infrastructure is capable of supporting converged voice, video and data services. Perform VoIP / IP Telephony implementations. Possess good management and communication skills.

Minimum Education: Bachelors degree or an equivalent combination of education and experience.

7. **Commercial Job Title** Principal Engineer / Subject Matter Expert

Minimum/General Experience: Ten (10) years experience in IT. Must be a subject matter expert in network architecture and design.

Functional Responsibility: Provides high level functional analysis, design, integration, documentation, and implementation advice on complex IT problems which require extensive knowledge of network architecture and design. Participates in all phases and takes lead role in network projects, develops network strategies and provides high level IT and other technical support and in-depth problem solving capabilities. Also has the ability to perform as the lead function in multiple platform network integration projects, write system documentation and specifications and provide the customer with an end-to-end solution. Possess good management and communication skills.

Minimum Education: Master's Degree or equivalent experience in a discipline related to the subject matter.

8. **Commercial Job Title** Senior Business Process Engineer

Minimum/General Experience: Eight (8) years of experience performing IT and systems analysis. Possess strong analytical and technical skills and have demonstrated the ability to analyze IT and systems processes. Experienced and knowledgeable in the latest industry trends and developments in enterprise IT solutions.

Functional Responsibility: Conduct detailed analysis on IT processes, organizational structures, and systems and provide recommendations for improvement. Conducts analysis, validation and reconciliation of IT costs based on contractual and customer requirements. Experienced in developing and maintaining databases in multiple database platforms. Prepare reports, briefings, and presentations to communicate results to customers. Design, document and maintain IT processes using industry best practices.

Minimum Education: Bachelors degree or an equivalent combination of education and experience.

9. **Commercial Job Title** Program Manager

Minimum/General Experience: Twelve (12) years of IT experience, including at least 8 years of IT and/or telecommunications system management experience. Also possess at least 8 years of direct supervision of IT software development, integration, maintenance projects, and/or telecommunications systems.

Functional Responsibility: Must be capable of leading projects that involve the successful management of teams composed of data processing and other information management professionals who have been involved in analysis, design, integration, testing, documenting, converting, extending, and implementing automated information and/or telecommunications systems. Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities.

Minimum Education: Bachelors degree or an equivalent combination of education and experience.

10. **Commercial Job Title** Senior Technologist

Minimum/General Experience: Eight (8) years experience in IT / network engineering is required along with extensive knowledge and experience in network configurations.

Functional Responsibility: Provides network engineering and configuration services based on customer requirements and performs lead function in multiple platform network integration projects. Provides guidance and multi-disciplined leadership to evaluate client's IT needs and develop effective solutions on a cost-effective basis. Plans, develops and administers policies covering broad function areas. Writes system documentation and specifications. Oversees the work of staff and senior level professionals. Schedules and allocates work, provides advice, guidance and training to subordinates. Possess the ability to lead or coordinate complex task project teams.

Minimum Education: Bachelor's Degree or equivalent experience in a discipline related to the subject matter.

11. **Commercial Job Title** Database Analyst II

Minimum/General Experience: Six (6) years of technical experience in administration, analysis, and programming of computerized databases. Competent to work at a high level for all phases of database management.

Functional Responsibility: Designs, implements, and maintains complex databases with respect to the operating system, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, guidelines, and statistical methods. Maintains database dictionaries, monitors standards and procedures, and integrates system through database design.

Minimum Education: Bachelors degree or an equivalent combination of education and experience.

12. **Commercial Job Title** Data Entry Operator

Minimum/General Experience: Three years of technical experience in data entry.

Functional Responsibility: Working under general direction, operates data entry devices in recording a variety of data, verify data entered, and perform related clerical duties. Instructs, directs, and checks the work of other data entry operators. Schedules data entry functions.

Minimum Education: High School Diploma or an equivalent combination of education and experience.

13. **Commercial Job Title** Project Administrator

Minimum/General Experience: At least 4 years of experience in IT administrative and project support.

Functional Responsibility: Assists in the preparation of IT management plans and reports. Coordinates schedules to facilitate completion of IT proposals, contract deliverables, task order reviews, briefings/presentations, and program reviews. Specialized experience in general IT contract administration. Must possess an IT background. Works with limited supervision and direction.

Minimum Education: High School Diploma and/or equivalent experience.

14. **Commercial Job Title** Documentation Specialist

Minimum/General Experience: At least six (6) years of experience in technical / IT writing and editing.

Functional Responsibility: Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical / IT information into clear, readable documents to be used by technical and non-technical personnel. Composes documentation to help provide knowledge transfer of newly installed IT systems to customers. General experience includes technical writing and documentation pertaining to all aspects of IT. Demonstrated ability to work independently or under only general direction. Has specialized experience preparing technical documentation, which includes researching for applicable Government and industry documentation standards. Must possess an IT background.

Minimum Education: Bachelors Degree and 2 years experience, or equivalent industry experience.



Net2Net Solutions GSA Price List as of January 1, 2008

	Labor Category Title	GSA Hourly Rate with IFF (\$)
1	Junior Network Engineer	73.87
2	Network Engineer	88.64
3	Senior Network Security Engineer	123.12
4	Senior Network Architect	196.99
5	Network Management Engineer	157.59
6	VoIP/Telephony Engineer	123.12
7	Principal Engineer/Subject Matter Expert	246.23
8	Senior Business Process Engineer	108.34
9	Program Manager	246.23
10	Senior Technologist	221.61
11	Database Analyst II	54.17
12	Data Entry Operator	41.37
13	Project Administrator	59.10
14	Documentation Specialist	78.79



SECTION 3

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Net2Net Solutions, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **ROHINI A. SOLOS, President, 703-622-9659, rsolos@net2net-solutions.com**.

BLANKET PURCHASE AGREEMENT

BEST VALUE

BLANKET PURCHASE AGREEMENT

FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of



- (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.