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INFORMATION FOR ORDERING OFFICES

SPECIAL NOTICES 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 micro-purchase 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!tm on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!tm 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 micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT.

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION.

Universal System Integration
(a division of Network Industries, Ltd.)
2241 Barraud Avenue
Norfolk, Virginia 23505
(757) 626-3313 Ext. 104, FAX (757) 626-3320
e-mail: usi@series2000.com

Contractor's Payment Address.

Universal System Integration
(a division of Network Industries, Ltd.)
2241 Barraud Avenue
Norfolk, Virginia 23505

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

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

(757) 626-3313, or FAX (757) 626-3320

3. LIABILITY FOR INJURY OR DAMAGE.

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

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE
COMPLETION OF STANDARD FORM 279.**

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS): 94 755 7005
Block 30: Type of Contractor: (B) Other small business
Block 31: Woman-owned Business: Yes
Block 36: Contractor's TIN: 54 -1761438

4a. CAGE Code: 1PB76

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:

SIN 132-51

As specified in individual delivery orders.

- b. **Urgent Requirements.** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. Telephonic replies shall be confirmed by the Contractor in writing. If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any 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.
- b. Quantity- None.

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.**

Export packing, when delineated in individual delivery orders, is available at extra cost outside the scope of this contract.

10. **SMALL REQUIREMENTS.**

Under SIN 132-51 the minimum labor hours is 40 consecutive hours, unless otherwise agreed to by the Government and the Contractor.

11. **MAXIMUM ORDER.**

(All dollar amounts are exclusive of any discount for prompt payment.)
Special Item Number 132-51 – Information Technology (IT) Professional Services.

The maximum dollar value per order for all IT Professional Services will be \$500,000.00.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.

(Note: Special ordering procedures have been established for Special Item Number (SIN 132-51. Refer to the Terms and Conditions for those procedures.)

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

- a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!"tm on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider –
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probably life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;
 - (6) Past performance; and
 - (7) Environmental and energy efficiency.

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- c. Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall –
- (1) Review additional Schedule Contractor’s catalogs/pricelists or use the “GSA Advantage![™]” on-line shopping service;
 - (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
 - (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

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

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
 - (2) Offer the lowest price available under the contract; or
 - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blank Purchase Agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

- f. Small Business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS.

Federal departments and agencies 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 Communication Standards (FED-STDS), which are cited by ordering offices, 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 20889, telephone number (301) 975-2833.

14. SECURITY REQUIREMENTS.

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are included as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000.00 of the total dollar value of the order, whichever is lessor.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES.

Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the Government's convenience, and (2) Termination for Cause (See C.1.).

16. GSA Advantage!tm

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

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

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

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS.

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order; all applicable regulations

have been followed; and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

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 within the 48 contiguous states and the District of Columbia, except as indicated below:

Outside the 48 contiguous United States will be negotiated between the Government and the Contractor. Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. YEAR 2000 WARRANTY – COMMERCIAL SUPPLY ITEMS.

- (a) As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

(b) The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

21. BLANKET PURCHASE AGREEMENTS (BPAs).

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

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

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format,

contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

22. CONTRACTOR TEAM ARRANGEMENTS.

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

**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 the Government location, as agreed to by the Contractor and the ordering office.

2. **ORDERING PROCEDURES.**

- a. Procedures for IT Professional Services priced on GSA schedule at hourly rates.

- (1) 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 IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.
- (2) The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering office 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.
- (3) When ordering IT professional services ordering offices shall:

- (i) Prepare a Request for Proposal.

- (A) A performance-based statement of work 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.

-
- (B) A request for proposal should be prepared which includes the performance-based statement of work and requests the contractors 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 office 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 hourly 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 material orders.
- (C) The request for proposal may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
- (D) The request for proposal 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 acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (ii) (A) below, the request for proposals shall notify the contractors that will be the case.

(ii) Transmit the Request for Proposal to Contractors:

- (A) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractor's locations, as appropriate). 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.

(B) The request for proposal should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for proposal should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractor's costs associated with responding to requests for proposals for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(iii) Evaluate Proposals and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request for proposal, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.,) to meet the Government's needs.

(4) 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 office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall –

(i) Inform contractors in the request for proposal (based on the agency'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.

(A) SINGLE BPA: Generally, a single BPA should be established when the ordering office 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 and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

(B) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the

ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3) (ii) (B) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.

- (ii) 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 (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.
 - (5) The ordering office 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.
 - (6) When the ordering office's requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.
 - (7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, 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 agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractor's proposals that formed the basis for the selection of the contractor that received the order and the rationale for any trade-off made in making the selection.
- b. Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering

office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- (1) **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule contractor.

- (2) **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the "GSA Advantage!tm" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meet the agency's needs. In selecting the service representing the best value, the ordering office may consider – (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.

- (3) **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall –
 - (i) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!tm On-line shopping service;

 - (ii) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

 - (iii) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

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

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

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 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 office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency 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. **INSPECTION OF SERVICES.**

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

6. **RESPONSIBILITIES OF THE CONTRACTOR.**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

7. **RESPONSIBILITIES OF THE GOVERNMENT.**

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT services.

8. **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 Government.

9. **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 Government contract, without some restriction on 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 Government, ordering offices 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.

10. INVOICES.

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office 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.

11. PAYMENTS.

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for services 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

12. RESUMES.

Resumes shall be provided to the GSA Contracting Officer or the User Agency upon request.

13. INCIDENTAL SUPPORT COSTS.

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

14. 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.

15. DESCRIPTION OF IT SERVICES AND PRICING.

The following is the description each type of IT Professional Services that are being offered to the customer under Special Item Number 132-51. They include the commercial job title, qualification of that professional category and hourly rates as they apply to "off site services", as is customary for the commercial IT Services offered.

15.1 IT Professional Services Offered:

Information Technology Professional Services offered include, but are not limited to:

- Engineering and Technical Services;
- Requirements Analysis and Design;
- Telecommunications Installation Services;
- Resources and Facilities Management;
- Project Management; and
- Other IT services contract is specifically qualified to perform.

15.1.1 Cable Systems Engineering Design.

Complete cable system engineering design to include outside and inside cable plants adhering to the Telecommunications Industry Association EIA/TIA-568 and 569 Commercial Building Telecommunications Standards for cable systems engineering designs to include outside and inside plant adhering to Distribution Planning, Designing, and Estimating criteria. Contractors staff consists of experienced cable plant engineers with an average of over 25 years experience each in the analysis and design of telecommunication systems.

15.1.2 Structured Wiring Services.

LAN/WAN and broadband premise distribution systems that are composed of cable (fiber optic, coaxial, and twisted pair copper), cabinets/racks, backboards, terminal blocks, distribution and patch panels, outlets, connectors, and facility support structures (cable pathways such as tray or ladders, conduit, hangars, etc.).

15.1.3 Outside Plant Distribution System.

Outside plant distribution systems that are composed of cable (fiber optic, coaxial, and twisted pair copper), cabinets or racks, backboards, terminal blocks, grounded protectors, distribution or patch panels, and facility support structures (conduit, manholes, poles, pedestals, etc.).

15.1.4 Inside Plant Distribution System.

Inside plant distribution systems that are composed of cable (fiber optic, coaxial, and Category 3 or 5e, or higher, unshielded twisted pair copper), main distribution frames, intermediate distribution frames, connectors, plugs, wall jacks, cable troughs, cable ways, conduit, and other pertinent hardware to support voice, data, and video systems permanently installed. Inside plant can also imply other systems such as security, fire alarms, and environmental monitoring which have

similar cabling requirements. Installation of all inside cables will be in accordance with current telecommunication industry standards (e.g., EIA/TIA specifications, etc.).

15.1.5 LAN/WAN Systems Analysis and Engineering Design.

The Contractor performs a variety of projects, which may be organized by technology, program or client. Oversees the analysis and development of the design and implementation of major enterprise systems, including supporting personnel, hardware, software, and support facilities and/or equipment. Familiar with current network operating parameters and support the analysis and design, development, integration, and implementation of major operating systems.

15.1.6 Installation of LAN/WAN Equipment.

LAN/WAN equipment includes hubs, switches, routers, bridges, concentrators, gateways, transceivers, network cards, computers, and related equipment, components, and systems which may be found in U. S. Government and/or commercial facilities. Contractor employs certified network engineers (CNEs) that can provide a full complement of LAN/WAN services which also include design, installation, implementation, training, and follow-up visits, as required, to ensure correct and proper operation.

15.1.7 Installation of Telephone Systems.

Telephone switching systems consisting of design and installation services for state-of-the-art digital PBX's, Key Service Units (KSU's), Automated Attendant Operations, Voice Mail systems, Call Accounting systems, Attendant positions and all telephone peripheral equipment. To include inside and outside cabling, system programming, and user training.

15.1.8 Installation of Facilities and Equipment.

Installation of facilities and equipment may include modems, DSU/CSU, carrier terminals, companders, line conditioning equipment, multiplexers, secure and non-secure voice systems, switches, wireless radio frequency (RF) distribution, and related equipment, components, and systems which may be found in U. S. Government facilities.

15.1.9 Installation of Broadband and Sound Equipment.

Minimum Education: High School Graduate. Graduate of premise switch maintenance school or four (4) years on-the-job training.

Commercial Job Title: *Senior Systems Analyst* **\$42.99**

Minimum/General Experience: Ten (10) years experience in providing program support to Program Managers and other system analysts. Must have a minimum of six (6) years experience in network system analysis of computer and telecommunication systems/networks.

Functional Responsibilities: Supervises the overall integration, installation, and testing of installed network systems and certifies them operational. Must have ability to troubleshoot network system software/hardware problems and provide remedial actions.

Minimum Education: Bachelors Degree in Computer Science desired. Education may be substituted with experience (e.g., 2 years experience = 1 year of college). CNE desired, however not mandatory with sufficient formal training in network systems operation.

Commercial Job Title: *Systems Analyst* **\$37.81**

Minimum/General Experience: Five (5) years experience in providing direct support to the Senior Systems Analyst in the integration, installation, and testing of installed network systems.

Functional Responsibilities: Troubleshoots network systems and provides remedial actions to restore to full operational capability. Provides hot-line support to customers. Has ability to adapt to new situations, technologies, and environments.

Minimum Education: High School Graduate. CNE desired, however, not mandatory with sufficient formal training in network systems operations.

Commercial Job Title: *Senior Installation Technician* **\$38.33**

Minimum/General Experience: A minimum of six years experience in organizing and supervising network installations and site surveys. Must have supervisory experience and project management of an installation crew. Must have the ability to coordinate subcontractor efforts with their installation efforts. Must have experience working from design plans and specifications, and possess the ability to work schedules for completion of assigned tasks.

Functional Responsibilities: Supervises installation crews in network installations. Maintains status and/or progress reports, cost reports, technical presentations and

use of general purpose splicing tools, (e.g., 3m and A&T 710 splicing equipment). Proficient in operation/evaluation of installation through use of test equipment. Performs tasks which require physical abilities and effort.

Minimum Education: High School Diploma.

Commercial Job Title: ***Telecomm. Fiber Optic Cable Installer/Splicer*** **\$40.40**

Minimum/General Experience: Prior work experience as Level I and II plus two years of experience in Telecommunications Fiber Optic Cable Splicing (or related field) is required. Provides supervision and guidance to lower level workers.

Functional Responsibilities: Performs tasks that require a comprehensive knowledge of telecommunications cabling and wiring to include type, size, placement requirements, color code, pulling tension, bend radius and termination requirements. Proficient in the use of general purpose fiber optic splicing tools, (fusion and mechanical termination, OTDR, etc.). Proficient in operation/evaluation of installation through use of test equipment. Performs tasks which require physical abilities and effort.

Minimum Education: High School Diploma. Certified Fiber Optic Splicing desired, however, not mandatory with sufficient training in fiber optic splicing and termination.

Commercial Job Title: ***Quality Control Specialist*** **\$36.26**

Minimum/General Experience: A minimum of four years experience in developing and maintaining Contractor's Quality Control Program in compliance with ISO 9001.

Functional Responsibilities: Established processes or procedures for evaluating systems and associated documentation to ensure total compliance with the contract. Conducts quality assurance inspections on material received and stored in accordance with the contract Bill of Materials. Maintains all quality assurance records and files in accordance with ISO 9001. Reviews all contracts and tasking orders and assists in the development of the Bill of Materials. Reviews all material receipts and compliance statements in accordance with specifications and standards. Reviews all inventory inspection results to ensure proper adherence to contract or task order requirements.

Minimum Education: High School Diploma. Formal training in Quality Control (ISO 9001) desired, however, not mandatory provided individual possesses sufficient informal training.

Commercial Job Title: ***Technical Writer/Editor*** **\$33.15**

Minimum/General Experience: Minimum of eight (8) years progressive experience in developing and editing technical documents.

Functional Responsibilities: Responsible for developing and editing of all documents originating from the Contractor's office ensuring conformance to standards for grammar and technical content and are developed in accordance with the required specifications and standards. Assists in collecting and organizing information required for preparation of users manuals, training materials, installation guides, proposals, and other reports and deliverables.

Minimum Education: Bachelor's degree in English desired. Education may be substituted with experience (e.g., 2 years experience = 1 year of college).

Commercial Job Title: ***CAD Draftsperson*** **\$30.30**

Minimum/General Experience: Minimum of two (2) years experience in developing engineering drawings relating to computer and network systems. Experienced in the use of AutoCAD (current release).

Functional Responsibilities: Develops engineering drawings using computer based drawing software packages. Must be familiar with current automatic computer aided design software packages and have a thorough working knowledge of blueprints and drawings. Must have the ability to interpret and apply engineering drawing symbols. Must have the ability to develop block diagrams, floor plans, and logic flow charts.

Minimum Education: High School Graduate. Must have formal training in AutoCAD design software packages. Formal training can be substituted commensurate with job experience.

Commercial Job Title: ***Administrative Support*** **\$21.24**

Minimum/General Experience: Minimum of three (3) years experience in providing general office support, executive secretarial support, and human resources planning. Must be familiar with common office computer software packages and spreadsheets. That includes, but is not limited to, WordPerfect, Microsoft Word, Excel, Power Point, Microsoft Project and other general software packages.

Functional Responsibilities: Provides administrative type support to technical and management level personnel. This includes, but is not limited to, documentation preparation and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning and other duties as may be assigned.

Minimum Education: High School Graduate. Formal training in computer software packages desirable, however, not mandatory.

**THE USI COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Universal System Integration (USI), a division of Network Industries, Ltd., provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned 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 demonstrates 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 Federal Government contracts. To accelerate potential opportunities, please contact Jerome H. Avenson, Director Information Technology, (757) 626-3313, Fax: (757) 626-3320, or e-mail usi@series2000.com

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

UNIVERSAL SYSTEM INTEGRATION
(a division of Network Industries, Ltd.)

In the spirit of the Federal Acquisition Streamlining Act ___(Agency)___ and Universal System Integration, a division of Network Industries, Ltd., 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 offers. Teaming arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures

AGENCY

DATE

CONTRACTOR

DATE

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT (Rev 1/18/00)

Pursuant to GSA Federal Supply Schedule Contract Number, GS-35F-0205J, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH _____

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<u>Labor Category</u>	<u>GSA Rate</u>	<u>Discount</u>	<u>*SPECIAL BPA DISCOUNT PRICE</u>
Program Manager	\$51.28		
Design Engineer	\$40.92		
Senior Engineer	\$43.51		
Network Engineer	\$51.28		
Network Technician	\$40.40		
Senior Systems Analyst	\$42.99		
Systems Analyst	\$37.81		
Senior Installation Tech.	\$38.33		
Sr. Telephone Technician	\$50.25		
Telephone Technician	\$38.85		
Laborer/Telecomm. Cable Installer, Level I	\$20.20		
Telecomm. Cable Installer, Level II	\$25.12		
Telecomm. Cable Installer, Level III	\$33.15		
Telecomm. Copper Cable Splicer	\$38.33		
Telecomm. Fiber Optic Cable Splicer	\$40.40		
Quality Control Specialist	\$36.26		
Technical Writer/Editor	\$33.15		
CAD Draftsperson	\$30.30		
Administrative Support	\$21.24		

(2) Delivery as specified in individual delivery orders.

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____ .

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

<u>Office</u>	<u>Point of Contact</u>
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by documentation as specified in individual delivery orders. If delivery tickets or sales slips are provided they must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (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 customer agency 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 requirements.
- Customers make a best value selection.