

## 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 FPOS Code 0302 FPOS Code 0306 FPOS Code 0307 FPOS Code 0308 FPOS Code 0310 FPOS Code 0311 FPOS Code 0316

- **Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
- **Note 2:** Offerors and Agencies are advised that the Group 70 Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services



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Contract Number: GS-35F-0414Y Period Covered: May 16, 2017 through May 15, 2022

General Services Administration Federal Supply Service Pricelist current through Modification #\_\_\_\_\_\_,dated \_\_\_\_\_\_

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

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## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allow 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!<sup>™</sup> on-line shopping services (ww.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! TM and the Federal Supply Services Home Page (www.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 business among those considered when selecting pricelists for a best value determination.

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

#### 1. Geographic Scope of Contract

*Domestic delivery* is delivery with the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to point outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- [ } The Geographic Scope of Contract will be domestic and overseas delivery.
- [ } The Geographic Scope of Contract will be overseas delivery only.
- **[X]** The Geographic Scope of Contract will be domestic delivery only.

#### 2. Contractor's Ordering and Payment Address:

## <u>Arrowpoint Corporation</u> 8260 Greensboro Dr. # 400 <u>McLean, VA 22102</u>

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payment will be shown on the invoice. The following telephone numbers(s) can be used by ordering activities to obtain technical and/or ordering assistance: <u>703-778-3900</u>

#### 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: <u>G</u>. Order/Modification Under Federal Schedule Block 16: Data Universal Numbering System (DUNS) Number: 157984068 Block 30: Type of Contractor - B-Other Small Business Block 31: Woman-Owned Small Business - NO Block 36: Contractor's Taxpayer Identification Number (TIN) 54-1983461

#### 4a. CAGE Code: 1SN51

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 - 132-51 DELIVERY TIME (Days ARO)-As called for in individual task orders.

- 7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.
  - a. Prompt Payment: 2% Net 15 days and I% Net 30 days from receipt of invoice or date of acceptance, whichever is later.
  - b. Quantity: NO
  - c. Dollar Volume: None
  - d. Government Educational Institutions are offered the same discounts as all other Government **customers.**
  - e. Other: 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 I979, as amended.

#### 9. Statement Concerning Availability of Export Packing: Not Applicable

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.

- 11. Maximum Order: (All dollar amounts are exclusive of any discount for prompt payment.)
  - a. Special Item Number 132-51 INFORMATION TECHOLOGY PROFESSIONAL SERVICES The maximum dollar value per order for all PROFESSIONAL SERVICES will be \$500,000

#### 12 ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall us the ordering procedures of Federal Acquisition Regulations (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 statement of work
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

## 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 Telecommunication 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 20899, telephone number (30 I )975-2833.

#### 14. CONTRACTOR TASKS/SPECIAL REQUIREMENT (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 govern 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 31.25.46 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 Contract may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All cost 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 FSA/Service code classifications offered. All cost associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contract may be required to provide key personnel, resumes or skill category description in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (I) Organizational Conflicts of Interest: Where they may be an organization conflict of interest as determined 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, regulation, 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 order.
- (i) Government-Furnished Property: As specified by the agency's order, the government may provide property, equipment, materials or resources as necessary.
- U) Availability of Funds: Many Government agencies' operating funds are appropriated for specific fiscal year. Funds may be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer

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

#### 16. GSA Advantage!

GSA *Advantage!* is an on-line, interactive electronic information and ordering system that provides online 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 know as incidental items, noncontract items, non-Schedule items and items not on a Federal Supply Schedule contract. ODC' (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(!)

For Administrative convenience, an ordering activity contracting officer may add terms 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 (Part 13, 14 and 15), and small business program (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: **NO Exceptions** 

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

#### 20. BLANKET PURCHASE AGREEMENTS (BPAs)

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) 4

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This include 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 clauses that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

## 23. SECTION 508 COMPLIANCE.

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: <u>Not Applicable</u> The EIT standard can be found at <u>www.Section508.gov</u>

#### 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 contract 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 condition 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
  - a. For such period as the laws of the State in which this contract is to be performed prescribe; or

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- b. Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer
- (c) The Contractor shall inert the substance of this clause, including this paragraph (c), in subcontracts under this contract that required 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' proof of required insurance, and shall make copies available to the Contracting Officer upon request.

#### 26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identity within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in a independent organization program Interfaces may be identified by reference to an interface registered in the component registry located **http://www.core.gov**.

#### 27. ADVANCE PAYMENTS

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

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

## I. SCOPE

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

b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

### 2. PERFORMANCE INCENTIVES

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

## **3 ORDER**

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

#### 4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering 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/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.

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for 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 cost allocable to the work covered by the order during the period of work stoppage. Within a period 90 days

after 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 -

- a. Cancel the stop-work order; or
- b. 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 of 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 modified, in writing, accordingly, if
  - a. The stop-work order results in an increase in the time required, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - b. 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 cost resulting from the stop-work order in arriving at the termination settlement
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### 6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) 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.

## 7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

#### 8. **RESPONSIBILITIES OF THE GOVERNMENT**

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

#### 9. INDEPENDENT CONTRACTOR

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

#### 10. ORGANIZATIONAL CONFLICTS OF INTEREST

#### a. Definitions.

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

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

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed 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.

#### 11. INVOICES

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

#### 12. 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 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 (Alternate I (APR I 984)) 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. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR52.232-7 (DEC 2002), (Alternate II -Feb 2002)(Deviation - May 2003) applies to labor-hour orders placed under this contract. 52.216-3 I (Feb 2007) Time-and-Materials/Labor-hour Proposal Requirements-Commercial Item Acquisition As prescribed in 16.601(3), insert the following provision:

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

## 13. **RESUMES**

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

## 14. INCIDENTAL SUPPORT COSTS

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

## 15. APPROVAL OF SUBCONTRACTS

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

## PRICING TABLE

LABOR CATEGORY	LABOR RATE PER HOUR
Associate IT Program Expert	\$175.00
Senior IT Systems Program Expert	\$193.92
Principal IT System Pro2ram Expert	\$184.59
Principal Program Manager	\$151.76
Associate IT Management/Operation Analyst	\$72.44
Principal IT Management/Operation Analyst	\$93.31
Senior System Integrator	\$62.77
Principal Systems Integrator	\$69.34
Principal Technical Specialist	\$41.40

#### ARROWPOINT CORPORATION Labor Category Descriptions

#### Substitute for Education Requirement Policy

Arrowpoint Corporation recognizes varying levels of education and experience in their position descriptions. Arrowpoint Corporation maintains that many times experience is as or more important than formal preparation. Therefore, it is policy to substitute two years of related experience for one year of higher education where appropriate and with the client's approval.

Job Title: Associate IT Program Expert

**Description:** Broad high-level knowledge of application architecture and software applications development. Capable of supervising multiple teams of specialty engineers working on complex software and hardware development projects.

**Education Requirements:** Bachelor's degree in an associated discipline or equivalent experience. Minimum of 8 years related experience

Job Title: Senior IT Systems Program Expert

**Description:** Senior corporate manager responsible for overall direction, coordination, and evaluation of major business units. Provide high-level expert guidance and expertise to single or multiple projects. Manage complex organizations and teams by integrating skills into client-focused, object-oriented consulting solutions. Integrates technical solutions into the business process reengineering requirements and translates concepts into operational improvements and systems.

**Education Requirements:** Bachelor's degree in an associated discipline or equivalent experience. Minimum of 10 years related experience.

Job Title: Principal IT Systems Program Expert

**Description:** Senior corporate officer responsible for overall direction, coordination, and evaluation of major business units. Provide high-level expert guidance and expertise to multiple projects.

**Education Requirements:** Bachelor's degree in an associated discipline or equivalent experience. Minimum of 12 years related experience.

Job Title: Principal Program Manager

**Description:** Senior corporate manager responsible for organizations and teams. Integrates skills into client focused, object oriented consulting solutions. Integrates technical solutions into the business process reengineering requirements and translates concepts into operational improvements and systems.

**Education Requirements:** Bachelor's degree in an associated discipline or equivalent experience. Minimum of IO years related experience. Job Title: Associate IT Management/Operations Analyst

**Description:** Responsible for examining program requirements to assess needs, collect information, and identify alternative methods and solutions. Provides research and analytical support to strategic planning, training development, problem solving, quality management, and financial analysis

Education Requirements: Bachelor's degree or equivalent experience. Minimum of 5 years of related experience

Job Title: Principal IT Management/Operations Analyst

**Description:** Responsible for examining business requirements to assess needs, collect information, and identify alternative methods and solutions. Provide advanced research and analytical supp011 to strategic planning, training development, problem solving, quality management, financial analysis, and business process reengineering.

**Education Requirements:** Bachelor's degree or equivalent experience. Minimum of 10 years of related experience.

Job Title: Senior Systems Integrator

**Description:** Examine business requirements and assess needs, collect information, and identify alternative methods and solutions. Provide research and analytical support to strategic planning, training development, quality management, and business process reengineering.

**Education Requirements:** Bachelor's degree or equivalent experience. Minimum of 2 years of related experience.

Job Title: Principal Systems Integrator

**Description:** Define problems, collect data, establish facts, and draw valid conclusions. Provide technical expertise in the areas of delivering process and productivity improvement solutions. Develops business and strategic plans, provides performance measurement criteria and training and conducts financial and cycle-time analysis.

**Education Requirements:** Bachelor's degree or equivalent experience. Minimum of 5 years of related experience.

## Job Title: Principal Technical Specialist

**Description:** Conduct a variety of administrative and systemic developmental tasks and projects including systems support and application development and tailoring, metrics determination and tracking, and training of staff in business effectiveness improvement. Prepare and execute plan for establishment, reengineering, sustainment, and operation of computer networks and tailored applications.

**Education Requirements:** Bachelor's degree or equivalent experience. Minimum of 2 years of related experience

#### PREAMBLE

Arrowpoint provides commercial services to the Federal Government. 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- protege 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 womenowned 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 Kevin Martin, Vice President, tel. 703-778-3900, e-mail Kevin\_Martin@arrowpoint.net

## BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

#### (Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and Arrowpoint Corporation 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

Arrowpoint Corporation

DATE

BPA NUMBER

#### Arrowpoint Corporation BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)\_\_\_\_\_\_,Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSJVELY WITH (Ordering Agency):

(I) 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:

#### MODEL NUMBER/PART NUMBER

#### **\*SPECIAL BPA DISCOUNT/PRICE**

(2) Delivery:

DESTINATION

#### **DELIVERY SCHEDULE/DATES**

\_\_\_\_\_

(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:

OFFICE

## POINT OF CONTACT

(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 delivery tickets or sales slips that 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.

(IO) 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 customer's 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.