**GENERAL SERVICES ADMINISTRATION**

**NATIONAL INFORMATION TECHNOLOGY COMMODITY PROGRAM (NITCP)**

# DATA CENTER EQUIPMENT – SERVERS, RACKS, DATA STORAGE, NETWORK COMMUNICATION SWITCHES AND ROUTERS

## BPA TERMS AND CONDITIONS

**BPA NUMBER – GS-26F-AA014**

**Performance Period – November 15, 2012 thru August 15, 2013**


**Contractor: IMERNET LIMITED LIABILITY PARTNERSHIP**

**Contractor Point of Contact: Stillman Saunders**

**Contractor Point of Contact Email Address: stllman.saunders@imernet.com**

**1001 4th Avenue Plaza, Ste 3200**

**Seattle, WA 98154-1003**

**Telephone: 888-399-4615**

**Company Website: http://www.imernet.com**


## INFORMATION FOR ORDERING ACTIVITIES

**GSA Contracting Officer Responsible for Administration of this BPA is:**


**Hassan Harris**

**Phone Number: 404-215-8705**

**Email: hassan.harris@gsa.gov**

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Multiple Award Schedule Contract Number (the "contract") GS-35F-0229U, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY with GSA National Information Technology Commodity Program (NITCP):

The following contract items can be ordered under this Blanket Purchase Agreement: **Servers, Racks, Data Storage, Network Communication Switches and Routers**

(1) All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

**A. Base Year BPA Discounts:**

1. CLINs 0001 thru 0003: 3.00%
2. CLINs 0004 thru 0006: 2.44%
3. CLIN 0007: 3.25%
4. CLIN 0008: 1.32%

**B. Option Year One BPA Discounts:**

1. CLINs 0001 thru 0003: 3.75%
2. CLINs 0004 thru 0006: 3.00%
3. CLIN 0007: 3.50%
4. CLIN 0008: 1.57%

**C. Option Year Two BPA Discounts:**

1. CLINs 0001 thru 0003: 4.50%
2. CLINs 0004 thru 0006: 2.81%
3. CLIN 0007: 3.75%
4. CLIN 0008: 1.82%

**D. Tier Volume Discounts**

- Tier 1 $500K – 0.25%
- Tier 2 $1M – 0.50%
- Tier 3 $1.5M + - 1.00%
-

The discount percentages set forth in sections (1)A and (1)B above shall be the discounts offered for and applied to all **Servers, Racks, Data Storage, Network Communication Switches and Routers** on the offeror's contract that may be purchased through orders against this BPA.

(2) Delivery

A. CONUS – In accordance with the Schedule 70 contract
B. OCONUS – In accordance with the Schedule 70 contract

(3) The Government estimates, but does not guarantee, that the value of purchases through this agreement will be $267,479,262. This is not a ceiling amount and the accumulated value of delivery orders issued under this BPA may exceed this amount without modifications to the BPA.

(4) This BPA does not obligate any funds

(5) This BPA will remain in effect from the date of award through one (1) base year and two (2) one year options if exercised, consistent with the terms of the Multiple Award Schedule 70 contract.

| | |
|---|---|
| Base Year: | Date of award thru August 15, 2013 |
| Option Year 1: | August 16, 2013 thru August 15, 2014 |
| Option Year 2: | August 16, 2014 thru August 15, 2015 |

(6) The following office(s) is hereby authorized to place orders under this BPA: All Federal and approved State and Local Government will appear on individual purchase orders, In addition to points of contacts.

(7) Orders will be placed against this BPA as Identified in section 12.0 Ordering

(8) Unless otherwise agreed to, all delivery under this BPA must be accompanied by delivery tickets or sales slips as Identified in section 13.2 delivery.

(9) The requirements of a proper invoice are specified in Section 15.0 Invoicing and Payment. 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 Contractors invoice, the provision of this BPA will take precedence

**GLOSSARY:**

**Acceptance** means the act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract.

**Agency** means any executive department, military department, Government corporation, Government controlled corporation, or other establishment in the executive branch of the Government (including the Executive Office of the President), or any independent regulatory agency.

**Award Date** means the date the Blanket Purchase Agreement is established through express award action (e.g., execution of GSA Form 300) by the GSA Contracting Officer.

**Business Day** means every day of the week, other than Saturday or Sunday or a federal holiday.

**Contracting Officer** means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

**Contiguous United States (CONUS)** means the 48 contiguous States and the District of Columbia

**Environmentally Preferable Purchasing (EPP)** means purchasing products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view more information on this program, please utilize the hyperlink: http://www.epa.gov/epp/

**Greenhouse Gases (GHG)** means carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, perflurocarbons and sulfur hexafluoride.

**Outside the Continental United States (OCONUS)** means shipments that will be outside the continental United States

**Order Status** means information from contractor provided to customer indicating the exact whereabouts an order is in the contractors computer system: e.g.: order entry, order fulfillment, shipping or delivery status.

**Trade Agreement Act (TAA)** refers to the **Trade Agreements Act of 1979** (TAA), Pub.L. 96-39, 93 Stat. 144, enacted July 26, 1979, codified at 19 U.S.C. ch.13 (19 U.S.C. §§ 2501–2581), is an Act of Congress that governs trade agreements negotiated between the U.S. and other countries under the Trade Act of 1974.

## 1.0 BACKGROUND

The General Services Administration (GSA) National Information Technology Commodity Program (NITCP) intends to utilize innovative acquisition strategies in establishing several multiple award Blanket Purchase Agreements (BPAs) for a variety of leading Information Technology (IT) products. NITCP considers the following IT products as areas to utilize innovative acquisition strategies: Laptops, Desktops, Notebooks, Servers, Video Teleconferencing and Monitors, to name a few. The NITCP has a goal to improve consistency of IT commodity offerings across the federal government. The NITCP's vision is to be viewed as the leading source and first choice for providing IT commodity end-to-end solutions for federal customers. The NITCP's mission is to procure IT commodities for customer's located nationwide using innovative solutions. In addition, the NITCP supports the Office of the Chief Information Officer's 25 Point Federal IT Implementation Plan, specifically point #20 entitled, to work with Congress to consolidate commodity IT spending under Agency.

The BPA(s) will be administered by the GSA Federal Acquisition Service, Southeast Sunbelt Region 4, National Information Technology Commodity Program (NITCP) located at 401 W. Peachtree Street, Suite 820, Atlanta, GA 30308.

## 2.0 OBJECTIVES

To achieve the Government's goals, the following objectives are sought through this acquisition:

- Achieve uniform prices and measurable total cost savings while maintaining or improving current service capability levels;
- Obtain significant reporting and transactional data to enable agencies to better manage spend for IT Products;
- Ensure regulatory compliance in the acquisition of IT products to include; sustainable purchase requirements, and the Trade Agreements Act (TAA);
- Align purchasing with existing agency business practices; and
- Improve ordering process for IT commodities.

The overall goal is to allow the Government a fast and effective way to order IT commodities at sharply discounted prices with prompt, cost-effective delivery and effective customer service, while capturing economies of scale, ensuring compliance with applicable regulations, fostering markets for sustainable technologies and environmentally preferable products, and simplifying data collection.

## 3.0 SCOPE

The NITCP initiatives are implemented in a phased approach in procuring user agencies' most commonly used IT commodities. It is the intent of the first phase to enable acquisition based processing for IT commodities with minimal systemic changes. As part of this phase, multiple award BPAs will be created against Schedule 70 contracts, SIN 132-8 and SIN 132-100, NAICS 334111 (Electronic Computer Manufacturing), 334112 (Computer Storage Device Manufacturing), 334119 (Other Computer Peripheral Equipment Manufacturing, and 334210 Telephone Apparatus Manufacturing. Additionally, the NITCP initiatives will promote Green House Gas (GHG), Zero Environmental Footprint, Point of Sales, E-Waste Disposal, Buy-Back, Energy Star/EPEAT, and delivery order level reverse auctioning pricing methodology.

No open market items will be accepted. All offered products shall be available under the proposed GSA Federal Supply Schedule (FSS) Price List by the closing time and date of the Request for Quote submittal. Authorized users are DoD, other Federal, approved State and local agencies.

The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be $31,944,570.00**.** This is not a ceiling amount and the accumulated value of delivery orders/call issued under this BPA may exceed this amount without modification to the BPA.

The resulting awarded BPAs will be established for a one year base period with two (2) one year option periods. In accordance with FAR 8.405-3(e)(1)(i)(ii)(iii), the resulting awarded BPAs will be reviewed annually.

In accordance with FAR 8.405-3(a)(3)(iv), the Government may award approximately ten BPAs for this requirement.

The Federal government has multiple methods of order fulfillment, such as: government purchase cards, BPA calls, requisitions, Federal Standard Requisitioning and Issues Procedures System (FEDSTRIP), Military Standard Requisitioning and Issue Procedures (MILSTRIP), Department of Defense Activity Address Code (DODAAC), Activity Address Code (AAC), and Military Interdepartmental Purchase Request (MIPR).

## 4.0 PERIOD OF PERFORMANCE

The BPA will remain in effect from the date of award through one base year and two- one year options, if exercised, consistent with the term of the Schedule 70 contract.

## 5.0 PREVAILING TERMS AND CONDITIONS

All terms and conditions of the Contractor's awarded Federal Supply Schedule 70 contract shall apply to the BPA and orders issued against the BPA by participating agencies. The terms and conditions of the Contractor's Federal Supply Schedule 70 contract shall prevail over the BPA and all orders, except to the extent that lower prices in the established BPA shall take precedence over higher prices in the Contractor's Federal Supply Schedule 70 contract. The terms and conditions of this BPA shall apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and any terms and conditions contained in an order, the provisions of this BPA will take precedence. Additionally, delivery terms in this BPA are applicable to all BPA orders.

## 6.0 OBLIGATION OF FUNDS

Funding will be included on various methods of ordering of commodities, i.e. orders, calls, requisitions, government purchase cards, Federal Standard Requisitioning and Issues Procedures System (FEDSTRIP), Military Standard Requisitioning and Issue Procedures (MILSTRIP), Department of Defense Activity Address Code (DODAAC), Activity Address Code (AAC), and Military Interdepartmental Purchase Request (MIPR). Funding will be included on individual calls and requisition requests. The Government is obligated only to the extent of orders placed under the established BPA.

## 7.0 PRODUCT REQUIREMENTS

NITCP intends to establish BPAs for Servers, Racks, Data Storage, Network Communication Switches and Routers offered under each contractor's GSA Federal Supply Schedule 70 IT Solutions and Electronics, SIN 132-8 and 132-100 NAICS 334111 (Electronic Computer Manufacturing), 334112 (Computer Storage Device Manufacturing), 334119 (Other Computer Peripheral Equipment Manufacturing 334210 Telephone Apparatus Manufacturing

Minimum salient characteristics for Servers, Racks, Data Storage, Network Communication Switches and Routers are provided in Attachment A: BPA Price Template. The item(s) listed in Attachment A is for price evaluation purposes only for the selection of BPA quotes for the establishment of the BPAs.

Note: By submission of a quote for the BPA an offeror agrees that if a BPA is established with that offeror then that offeror's discount percentage offered for the BPA shall be the overall discount offered for and applied to all Servers, Racks, Data Storage, Network Communication Switches and Routers on the offeror's GSA Schedule contract that may be purchased through orders against the resultant BPA.

## 8.0 PRODUCT PRICING

**8.1** The prices proposed should be discounted from the FAS Schedule contract prices and the discount rate should be fixed for the duration of the BPA, unless otherwise negotiated by the Contracting Officer. Discount rates proposed will apply to all subsequent additions, substitutions, and any other changes to the BPA. Any decreases in the FAS contract prices shall result in immediate commensurate decreases in the BPA prices. Prices may be voluntarily reduced at any time. The Contracting Officer shall be notified immediately via e-mail whenever price reductions occur.

**8.2** Each Multiple Award Schedule Contractor responding to this RFQ has complete flexibility and is encouraged to offer lower unit prices and increased discounts for award of this BPA without being required to pass the price reduction to all schedule users. This is in accordance with FAR 8.405-4, Price reductions which states, "Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

**8.3** In the event of a change in the GSA minimum requirements, the Contractor will be provided notification by the GSA Contracting Officer and allowed 30 calendar days to quote an item that meets the new standard, including pricing which reflects the awarded Schedule 70 discount percentage in addition to the established BPA discount.

**8.4** In the event of an End of Life (EOL) of a product offered under the BPA, the Contractor shall notify the Contracting Officer within 30 calendar days of product EOL and quote a substitute product, as specified above.

## 9.0 PRODUCT CHANGES

**9.1** The Contractor shall send electronic notification via e-mail to the Contracting Officer of any technology upgrades, substitutions, or changes projected to be or currently offered for ordering under the established BPA.

**9.2** The contractor may recommend product substitutions as long as the substituted item is the same or better technology at the same or lower price and are mutually agreed to by GSA. These can be posted to the BPA product offering in the on-line ordering system, as an update.

Delivery order modifications will not be required unless the substitution impacts the funding obligated to the order. The invoice will reflect the actual product shipped not the product ordered.

## 10.0 REQUIREMENTS RELATED TO REGULATORY COMPLIANCE

### 10.1 Trade Agreements Act (TAA), (19 U.S.C., et seq.):

Products provided under this agreement are subject to and shall be in compliance with TAA mandate, unless an authorized official of the GSA Schedules Office approves in writing a deviation to add non-Trade Agreement Act items to an offeror's Schedule contract.

### 10.2 Environmental and Sustainable Products:

The contractor shall provide environmentally friendly products in order to comply with federally mandated environmental programs and GSA Green Procurement Program Policy. These program elements include: recovered material products, energy and water efficient products, alternative fuels and fuel efficiency, bio-based products, non-ozone depleting substances, priority chemicals, environmentally preferable products. These program elements are described on the Office of the Federal Environmental Executive (OFEE) website (www.ofee.gov).

### 10.3 Section 508Compliance:

The contractor shall support the Government in its compliance with Section 508 throughout the resultant BPA period of performance. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. The contractor must indicate in its quote where full details of compliance to the identified standards can be found, such as contractor's website.

Applicable standards:

- 1194.21 Software Applications and Operating Systems
- 1194-22 Web based Intranet and Internet Information and Applications
- 1194-23 Telecommunications Products
- 1194-24 Video and Multimedia Products
- 1194-25 Self-Contained, Closed Products
- 1194-26 Desktop and Portable Computers
- 1194-41 Information, Documentation and Support
- 1194-31 Functional Performance criteria are the minimally acceptable standards to ensure Section 508 compliance.

The contractor should review the following websites for additional 508 information: http://www.section508.gov/index.cfm?FuseAction=Content&ID=12 http://www.access-board.gov/508.htm.

## 11.0 CONTRACTOR ADMINISTRATION REQUIREMENTS

### 11.1 GSA Advantage! ®

a. Contractor shall ensure all items on the BPA are currently on GSA Advantage! ® and remain current throughout the BPA's period of performance.
b. Contractor shall conform to the terms and conditions of GSA Advantage! ®. Contractor will allow a lead time of 5 business days for price changes to take effect in GSA Advantage! ®.
c. Within 5 business days of BPA Establishment notification, contractor shall upload the BPA items reflecting awarded BPA pricing on GSA Advantage! ®. Federal Government and any approved State and Local agencies may require the BPA items to be uploaded to other portals as a condition of placing orders. The items must:
    i. Contain pictures and dimensions for all products
    ii. Maintain consistent product offering and pricing between GSA Advantage!® and the Schedule 70 contract, and consistent product offering and pricing between GSA Advantage and any other channels used to place orders against the BPA;
    iii. Reflect discount pricing that maintains the percentage discount relationship between BPA pricing at time of BPA establishment and the Contractor's Federal Supply Schedule 70 catalog pricing (prices may be reduced at any time). The exception to this condition is for any downward price adjustments. At no time during the BPA's period of performance shall a product price exceed the calculated BPA price using the percentage discount agreed to at the time of BPA establishment;
    iv. Ensure the product's part number reflects the part number assigned by the manufacturer; and
    v. Block out any product that do not meet requirements.

If contractor prices are increased on the Schedule contract, the contractor may request that prices are increased under this BPA. The Contracting Officer will make the final decision on any request for price increase under the BPA. Any price decreases made to the Schedule contract shall be immediately effective for this BPA.

### 11.2 Documentation in Accessible Formats:

Unless otherwise stated in the RFQ, any form of documentation provided (i.e. training manual, user guides, embedded documents etc.), including any documentation deliverables required in the statement of work, must be provided in a fully accessible format. The documents must be provided in one of the following formats:

- Text, RTF, properly "tagged" PDF, Microsoft Word or HTML format. Properly tagged PDF's can be verified by using Adobe Acrobat's Accessibility Checker.

Documentation delivered in a manner that is interactive (e.g., table of contents, Index, Search, etc.) must be keyboard navigable, move focus to selected items (or have a keyboard alternative) and be comparable in keyboard access to mouse usage.

### 11.3 Customer Service:

Contractor shall provide a customer service center that is operational, at a minimum, from 8:00 a.m. to 8:00 p.m. EST, Monday through Friday. With the exception of federal holidays, the hours of operation shall be those of the location of the customers in the contiguous United States. Customer

service personnel shall be knowledgeable of the Federal Government's purchase procedures and those procedures specifically tailored to the BPA.

### 11.4 Point of Sales

At the effective date of the BPA award, the Contractor shall provide the BPA discount against all orders when payment (point-of-sale) is made through the Government purchase card. Contractor shall recognize the Government purchase card and automatically charge a price no higher than the BPA price. The point-of-sale discount shall apply to all purchases for items covered by the BPA via GSA Advantage, DoD Email or contractor ordering portals, except when the ordering agency specifies that it is using another acquisition vehicle. BPA pricing shall be honored through all purchase channels.

### 11.5 Program Review

The Contracting Officer or other authorized government representative may hold semi-annual program review meetings. Such meetings will be held via telecom or video teleconferencing. However, the government reserves the right to request a meeting in person. The meetings will include all BPA holders, representatives from prospective customer agencies, a combination of current and prospective customer agencies, or individual BPA holders.

Some major Federal Government, and any approved State and Local Agencies may establish a central program management function. Such users may require their primary suppliers to participate in agency program review meetings on a periodic basis, at no additional cost to the Government.

The BPA shall be reviewed on an annual basis in accordance with FAR 8.405-3(e). Review of the BPAs will consist of the following:

1. The schedule contract, upon which the BPA was established, is still in effect;
2. The BPA still represents the best value to the government (see 8.404(d)); and
3. Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

### 11.6 Exchange/Sale Program

GSA anticipates implementation of an Exchange/Sale Program during the duration of this BPA. The contractor may be asked to assist in the development of the strategy and subsequently support its execution consistent with their GSA schedule contract terms.

Exchange/Sale, in this situation means to exchange or sell non-excess, non-surplus personal property and apply the exchange allowance or proceeds of sale in whole or in partial payment for the acquisition of similar property. In this case all product categories on this BPA are considered personal property that potentially will need to be replaced.

GSA wants to be able to exchange or sell any and all property back to the Contractor and apply the exchange allowance or sales proceeds to reduce the cost of similar replacement property, 41 CFR 102-39 Exchange/Sale Process:

1. The Contractor should provide for physical removal of all equipment covered in this BPA from the GSA sites;
2. The Contractor will provide a report to the Contracting Officer or other authorized government representative verifying the removed equipment by serial number, and that that equipment has been successfully sanitized.

3. GSA will ensure that the Asset tags are removed by someone at the Site (i.e., a GSA employee).
4. GSA will report to the agency's local asset manager as with any disposal process.

### 11.7 Disposal Program

GSA anticipates implementation of a Disposal Program during the duration of this BPA. The contractor may be asked to assist in development of the strategy and subsequently support its execution consistent with their GSA schedule contract terms.

### 11.8 Cancellation of BPA

The Government reserves the right to cancel a BPA at any time if it is no longer needed, no longer represents competitive pricing, does not provide adequate service (e.g., delivery, billing, and item quality), or the BPA holder is otherwise not in compliance with the BPA terms and conditions.

The contractor shall notify the BPA's Contracting Officer no less than 60 days prior to the expiration of Contractor's Federal Supply Schedule 70 contract. If for any reason the Contractor's Schedule 70 contract is terminated the Contractor shall notify the BPA Contracting Officer within twenty-four (24) hours. The BPA's period of performance will not extend beyond the expiration date of the Contractor's Federal Supply Schedule 70 contract.

## 12.0 ORDERING

**12.1** The contractor shall provide an automated ordering system. Orders placed via phone, fax, email, in person, contractor's website, GSA Advantage! ® and DoD Emall shall be accepted by the contractor. Federal Government and any approved State and Local agencies may require BPA items uploaded to other portals as a condition of placing orders. Contractor website must be available for use within 30 days of contract award. In the event, the automated ordering system becomes unavailable for use; the contractor shall provide a backup plan for the Government to submit orders.

### 12.2 RESERVED

**12.3** The minimum dollar value of orders to be issued under this Blanket Purchase Agreement is $0.00. If awarded a BPA under this solicitation, contractors are to contract their schedule Point of Contact/Contracting Officer and have them modify their existing schedule contract to reflect a second small requirements amount applicable to the BPA awarded under the National Information Technology Commodity Program as $0.00.

If awarded a BPA under this solicitation, contractors are to contact their schedule Point of Contact/Contracting Officer and have them modify their existing schedule contract to reflect a second small requirements amount applicable to the BPA awarded under the National Information Technology Commodity Program as $0.00.

**12.4** Ordering Agencies shall comply with FAR 8.405-3(c) (2) for placing an order against this BPA. All subsequent orders issued will be Firm Fixed Price.

**12.5** The GSA Program Funding Fee reimburses GSA for the costs of procuring and administering the BPAs. This program funding fee shall be comprised of the GSA Industrial Funding Fee set at.75 percent and additional percent Administrative Service Fee of 1.25 percent for the BPA, which may

be subject to revision(s) at anytime. The Contractor shall remit a GSA Program Funding Fee of 2.00 percent into its total unit price(s). Upon revision, Contractor is required to adjust pricing up or down by the applicable percentage to reflect the new fee structure.

Remittance of the GSA Industrial Fee portion (.75) of the Program Funding Fee shall be done in accordance with the underlying Schedule 70 contract. Remittance instructions for the Administrative Service Fee (1.25%) portion of the Program Funding Fee will be provided to the Contractor within 60 days of BPA establishment by the Contracting Officer or designee. The Government reserves the unilateral right to change such instructions from time to time at no additional cost, following notification to the contractor.

### 12.6 Price Reductions FAR 8.405-4

Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

### 12.7 Reverse Auctioning

Ordering agencies Contracting Officers may, at their discretion, utilize reverse auctioning pricing technique as determined appropriate to their specific IT product requirement(s).

### 12.8 Small Business

In accordance with FAR 8.405-5 (a) (1)(i)(2)(i) (ii), ordering agencies' Contracting Officers may, at their discretion, set-a-side orders for any of the small business concerns identified in 19.000(a)(3). Agencies must follow the ordering procedures for Federal Supply Schedules at 8.405-1, 8.405-2, and 8.405-3; and the specific small business program eligibility requirements identified in FAR part 19 apply.

## 13.0 DELIVERY

**13.1** Delivery shall be F.O.B. destination in accordance with GSA Schedule 70 contracts, with evidence of delivery for CONUS locations or as specified in individual delivery orders.

Deliveries outside the continental United States (OCONUS) will be handled in accordance with the GSA Schedule 70 contract.

**13. 2** Unless otherwise agreed to, a delivery ticket or a sales slip must accompany all deliveries. As a minimum, the delivery tickets or sales slips must contain the following information:

a. Name of Contractor
b. Schedule 70 Contract number
c. BPA number
d. BPA Contract Line Item Number (CLIN) and Product Model name and number
e. Delivery order number
f. Date of purchase
g. Quantity, unit price, and extended price of each item

h. Delivery location and contact, with name and phone number
i. Name, title, e-mail address, and phone number of person placing order, if different from delivery location contact
j. Instructions for handling returns, damaged, or missing products

**13.3** Delivery of products to all GSA locations shall be in accordance with individual delivery orders issued. Shipping to the address(es) specified in each delivery order shall be within 30 calendar days or as specified under the GSA Schedule from the date an order is received by the Contractor, or as otherwise agreed to by the parties to include expedited delivery.

**13.4** Partial shipments are allowed under the BPA, unless otherwise specified in individual orders issued.

## 14.0 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be as specified under the GSA Schedule 70 contract and individual delivery orders.

## 15.0 INVOICING AND PAYMENT

Payment procedures are in accordance with the GSA Schedule 70 contract. The payment office shall be identified on each delivery order issued against the BPA. The requirements of a proper invoice are as specified in individual delivery orders issued against the BPA and shall be submitted upon receipt and acceptance of the shipment(s) under each delivery order against the BPA. Each invoice shall contain the Delivery Order Number, Schedule 70 Number, BPA Number, Total Dollars Invoiced, Invoice Number, and Accounting Control Number (ACT). The Contractor will be paid by Electronic Funds Transfer (EFT), unless otherwise specified in individual orders.

## 16.0 WARRANTY

The Contractor shall provide standard original equipment manufacturers' product warranty in accordance with the GSA Schedule 70 contract terms and conditions.

## 17.0 REPORTING REQUIREMENTS

### 17.1 Reporting Capabilities

Contractor must have the capability to provide any reports in XML format or in standard Microsoft Office document formats as determined by the Contracting Officer or other authorized Government representative. The Government may change submittal procedures from time to time, at no additional cost to the Government.

### 17.1.1 Management Reports

Contractor shall provide, at no cost to the Government, monthly management reports on the first business day after the 15th of each month, containing at a minimum:

- Total aggregated spend volume,
- Value and percentage of all purchases by customer,
- Value and percentage of all purchases by channel (e.g., GSA Advantage!®, phone, fax, e-mail, in- person, or contractor-operated website, etc.),

- Value and percentage of all purchases by payment method,
- Average order spend amount,
- Value and percentage of all Environmentally Preferable Purchasing (EPP) items purchased, and
- Activities to identify and promote EPP items.

Contractor shall furnish reports via e-mail in a format determined by the CO or other authorized government representative, as directed in writing and in accordance with the schedule identified in the deliverables.

### 17.1.2 Usage Reports

Contractor shall provide, at no cost to the Government, quarterly usage reports utilizing Level III data captured at the transaction level and containing at a minimum:

- Item description,
- Manufacturer's name,
- Manufacturer's part number,
- Unit of measure,
- Quantity of item sold,
- Number of times an item was ordered during the period,
- BPA unit price,
- BPA extended price,
- Federal Supply Schedule 70 catalog price,
- Federal Supply Schedule 70 catalog extended price,
- Total extended cost,
- Exchange/Sale products,
- Environmentally preferable content, including specific attribute(s) and percent of environmentally preferable content,
- Greenhouse Gas products,
- Sustainability products,
- Shipping/freight charge,
- Delivery method (e.g., standard, overnight, desktop, secure desktop),
- Shipping weight,
- Supplemental fees charged (e.g., processing orders below the minimum, etc.),
- Customer agency,
- Payment method,
- Sales channel (e.g., GSA Advantage! ®, phone, fax, e-mail, in-person, or contractor operated website, etc.),
- Name of BPA contractor, and
- BPA contract number.

Contractor shall furnish reports in standard format uploaded directly to the IT Solutions Shop (ITSS) portal as directed, in writing, by the CO or other authorized Government representative, in accordance with the schedule identified in the deliverables.

### 17.1.3 Performance Metric Reporting

Contractor shall provide, at no cost to the Government, monthly performance metrics and measurement reports the first business day after the 15th of each month. These metrics and measures will gauge the contractor BPA performance and will evaluate areas that include, but are not limited to:

- Adherence to delivery schedule:
  - Scheduled versus actual delivery dates by transaction,
- Meeting BPA terms and conditions:
  - Date required reports delivered, and.
  - Identification of delinquent reports and reason for deficiency,
- Product damages and returns:
  - Volume and value of damaged and returned products,
  - Number of instances of damaged and returned product, and
  - Resolution of damaged and returned issues.
- Environmentally preferable content:
  - Products offered with environmentally preferable content,
  - Products refreshed for higher environmentally preferable content (content to/form), and
  - Products with no environmentally preferable content available.
- Customer satisfaction:
  - Annual customer satisfaction survey.

Contractor will provide performance metrics and measures at the aggregated BPA level and individual purchasing agency level to the CO. Contractor shall furnish reports in standard format via ITSS as directed, in writing, by the CO or other authorized Government representative, in accordance with the schedule identified in the deliverables.

### 17.1.4 Small Business Participation Reporting

The BPA Prime Contractor or Team shall provide a Small Business Participation Summary Report to the BPA Technical Project Manager/CAM and BPA Contracting Officer, no later than 30 days after the end of each BPA contract year. This report shall list each task order issued to the BPA Prime or Team over the course of the last 12 months and the dollar value. The report shall also calculate the overall Small Business Participation / Utilization percentage (based upon total Schedule contracted dollars) across all the task orders awarded to the BPA Prime or Team during the prior year.

## 18.0 POINTS OF CONTACT- GOVERNMENT

The following GSA Contracting Officer will administer the established BPA(s), supported by the GSA

Program Manager. The GSA Contracting Officer will provide all technical assistance and clarification. Section 6.0 applies to individual delivery orders.

GSA Contracting Officer, (CO)

LaQulla (Quil) Williams (404) 224-2354; laqulla.williams@gsa.gov

GSA Contracting Officer, (CO)

Deborah Merna (404) 224-2204; Deborah.merna@gsa.gov

## 19.0 CLAUSES

### 19.1 FAR Clause 52.217-5 -- Evaluation of Options, July 1990 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### 19.2 FAR clause 52.217-9 -- Option to Extend the Term of the Contract, March 2000 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

## 20.0 DELIVERABLES AND REPORTING REQUIREMENTS TABLES

**Table 1: Deliverables**

| Milestone/Deliverable | Action Provided From | Planned Completion Date |
|---|---|---|
| Management Report (17.1.1) | Contractor | Monthly; due on 15th of each month |
| Usage Report (17.1.2) | Contractor | Quarterly; due on 15th of the first month of the quarter |
| Performance Metrics Report (17.1.3) | Contractor | Monthly; due on 15th of each month |
| Small Business Participation Report (17.1.4) | Contractor | 30 days after the expiration of the BPA contract period of performance |
| Catalog on GSA Advantage!® (11.1) | Contractor | 5 days after date of BPA establishment |
| Remittance instructions provided by GSA for Program Funding Fee (12.5) | Government | 60 days after date of BPA establishment |

**Table 2: Reporting Requirements**

| **Reference ID** | **Requirement** | **Performance Objective** | **Performance Standard** | **Monitoring Method** |
|---|---|---|---|---|
| **Subsection 17.1.1** | Management Report | Timeliness/Accuracy | 98% Compliance | Government Receipt |
| **Subsection 17.1.2** | Usage Report | Timeliness/Accuracy | 98% Compliance | Government Receipt |
| Subsection 17.1.4 | Small Business Participation Report | Timeliness/Accuracy | 98% Compliance | Government Receipt |
| **Subsection 17.1.3** | Performance Metrics Report | Timeliness/Accuracy | 98% Compliance | Government Receipt |
| **Subsection 11.1** | Catalog on GSA Advantage | Timeliness/Accuracy | 100% Compliance | Government Receipt |