



GSA Schedule Contract

Federal Supply Service

Authorized Federal Supply Schedule Price List

**General Purpose Commercial
Information Technology – FSC 70**

Contract Number: GS-35F-4112D

June 11, 1996 – June 10, 2016

VISTA Technology Services, Inc.

Business size: Small

Veteran owned

7925 Jones Branch Drive

Suite 2300

McLean, VA 22102

(703) 561-4257

(703) 561-4160 – Fax

Authorized Information Technology Schedule Pricelist

General Purpose Commercial Information Technology Equipment, Software and Services FSC Group 70

Contract Number GS-35F-4112D

**Period Covered by Contract:
June 11, 1996 to June 10, 2016**



VISTA Technology Services, Inc.
7925 Jones Branch Drive, Suite 2300
McLean, VA 22102
703-561-4257
www.vistatsi.com

Business Size: Small
Veteran owned

Current through Modifications PS-0028 and CM-A454

SPECIAL ITEM NUMBERS (SIN)	DESCRIPTION
Special Item No. 132-51	Information Technology Professional Services

FPDS CLASS	INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
D301	IT Facility Operation and Maintenance
D302	IT Systems Development Services
D306	IT Systems Analysis Services
D307	Automated Information Systems Design and Integration Services
D308	Programming Services
D310	IT Backup and Security Services
D311	IT Data Conversion Services
D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
D316	IT Network Management Services
D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Products and ordering information in this Authorized ADP Schedule Pricelist is also available on the GSA Advantage! system. Agencies can browse GSA Advantage! by accessing the GSA’s Home Page via Internet at www.gsa.gov.

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INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT

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

Overseas delivery is delivery to points 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.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS & PAYMENT INFORMATION

Contractor's Ordering Address:

VISTA Technology Services, Inc.
7925 Jones Branch Drive, Suite 2300
McLean, VA 22102

Contractor's Payment Address:

VISTA Technology Services, Inc.
7925 Jones Branch Drive, Suite 2300
McLean, VA 22102

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: (703) 561-4257.

3. LIABILITY FOR INJURY OR DAMAGE.

The Contractor shall not be liable for any injury to Government 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. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279.

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) 968336701
Block 30: Type of Contractor: B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 54-1832734
Block 40: Veteran Owned Small Business (VOSB): Yes
B: Other Veteran Owned Small Business

4a. CAGE CODE: 096N5

4b. Contractor has registered with SAM.gov (formerly 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)
Negotiated between the Ordering
agency and VISTA

b. URGENT REQUIREMENTS: When the Federal Acquisition Service Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0% - NET 30 days from receipt of invoice or date of acceptance whichever is later.
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- b. Quantity: NONE
- c. Dollar Volume: NONE
- d. Government Educational Institutions: 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 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Export packing is available at extra cost outside the scope of this contract.

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$2,500.00.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)

- a. Special Item 132-51 - Information Technology (IT) Professional Services
The maximum dollar value per order for all IT Professional Services will be \$500,000.

12. ORDERING PROCEDURES FOR FEDERAL SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products

under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SECURITY REQUIREMENTS (C-FAS-370) (NOV 2003).

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

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

16. **GSA Advantage!**

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

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

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

17. **PURCHASE OF OPEN MARKET ITEMS**

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

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

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

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. **OVERSEAS ACTIVITIES**

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

Services provided more than 50 miles from the VISTA offices will include charges at GSA rates for travel time. Travel expenses will be charged at Joint Travel Regulation rates.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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 ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9

23. SECTION 508 COMPLIANCE.

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

www.vistatsi.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Acquisition Service Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Acquisition Service Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Acquisition Service Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify 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 an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <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 be more than the value of the service already provided or the 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 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work

stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

16. DESCRIPTION OF IT SERVICES AND PRICING

CLIN #001 PROGRAM DIRECTOR

Minimum/General Experience: Ten (10) years of progressive experience, of which at least seven (7) must be specialized. Specialized experience includes: substantial project development and management from inception to deployment, proven expertise in the management and control of funds and resources, demonstrated capability in managing multitask contracts of this type and complexity, and management experience with Government task order contracts for support services similar to those requested in this RFP. General experience includes increasing responsibility in the analysis, engineering, design, standards development, and installation/implementation of services.

Functional Responsibility: The Program Director is responsible for the overall program performance. The Program Director serves as the overall manager of all contractor personnel assigned to any individual task order and all contractor functions performed under any task order, and serves as the authorized interface with the Government CO, designated representatives, management personnel, or agencies. The Program Director is responsible for all phases of program management, work flow, and resource management including: formulating and reviewing strategic plans; subcontractor management; supervising personnel and communicating policies, purposes, and goals of the organization to personnel; developing and managing efforts relative to implementing and marketing the program to agencies and other customers as authorized by law; assigning contractor schedules; and preparing oral and written status reports. The Program Director is responsible for the quality of the program and deliverables, timeliness, problem solving, risk assessment, and resolving discrepancies.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #002 SENIOR MANAGER

Minimum/General Experience: Eight (8) or more years of directly related work experience.

Functional Responsibility: Responsibilities may include emphasis of management of other employees and/or management of project(s) performance. People management may include scheduling, work allocation and hiring. Project Management may include project planning, execution and performance. This includes a thorough understanding of establishing specific qualitative objectives and quantitative budget goals, providing advice and guidance, and directing major contract activities to meet technical objectives.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #003 PROJECT MANAGER

Minimum/General Experience: Seven (7) or more years of work experience in the management of projects and tasks in the information technology field.

Functional Responsibility: Performs project management functions including: planning workload requirements to meet client requirements, preparing technical and price proposals, preparing invoicing, interviewing and hiring employees to meet client requirements, and providing professional consultation. Must have an understanding of business practices.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #004 PRINCIPAL SYSTEMS ENGINEER

Minimum/General Experience:

Functional Responsibility: Six (6) or more years of experience directly related to systems engineering.

Functional Responsibility: Knowledge and proven experience in one or more of the following areas: operating systems and their applications in a networked (heterogeneous and homogenous) or stand-alone environment; system benchmarks and performance

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tuning; network protocols; network-based applications; systems planning, implementation, and management for medium and large multi-user environments; system security issues and applications; network management software and platforms; various computer architectures and vendor lines; data storage technologies and their application in the IT environment; and various computer languages and software development methodologies. Designs complex network systems from requirements. Implements networks from plans. Reviews systems requirements. Analyzes, troubleshoots and develops solutions. Works independently at the highest technical level formulating creative solutions to diverse and highly complex technical or scientific assignments.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #005 SENIOR SYSTEMS ENGINEER

Minimum/General Experience: Four (4) or more years of work experience directly related to systems engineering.

Functional Responsibility: Knowledge and proven experience in one or more of the following areas: operating systems and their applications in a networked (heterogeneous and homogenous) or stand-alone environment; system benchmarks and performance tuning; network protocols; network-based applications; systems planning, implementation and management for medium and large multi-user environments; system security issues and applications; network management software and platforms; various computer architectures and vendor lines; data storage technologies and their application in the IT environment; and various computer languages and software development methodologies. Designs complex network systems from requirements. Implements networks from plans. Reviews systems requirements. Analyzes, troubleshoots and develop solutions. Works independently at the highest technical level formulating creative solutions to diverse and highly complex technical or scientific assignments.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #006 SYSTEMS ENGINEER

Minimum/General Experience: Two (2) or more years of work experience directly related to systems engineering.

Functional Responsibility: Knowledge and practical experience in one or more of the following areas: operating systems and their applications in a networked (heterogeneous and homogenous) or stand-alone environment; systems administration and configuration of at least two operating systems; and various computer languages and software development methodologies. Designs network systems from requirements. Implements networks from plans. Reviews systems requirements. Analyzes, troubleshoots and develops solutions.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #007 SENIOR DATABASE ADMINISTRATOR

Minimum/General Experience: Six (6) or more years of technical experience in the development and maintenance of database systems. Should be experienced in current database technologies, data definition languages, data manipulation languages and database design.

Functional Responsibility: Serves as lead database administrator in the development and maintenance of databases, translates data requirements into a logical data structure, defines file organization, indexing methods, and security procedures. Performs database administration and management functions including: database loading, notion, data dictionary development, table development, and system performance tuning and operation. Works with relational database management systems (RDBMs) and third and fourth generation computer languages. Requires a high level of skill in database management with familiarity in multiple computer operating environments. May supervise lower level database administrators.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #008 SENIOR ENGINEER/SENIOR PLANNER

Minimum/General Experience: Seven (7) or more years of technical and professional experience which includes a detailed understanding of military planning, program definition, analysis, and "right-sizing" of defense activities to existing facilities at defense installations worldwide. Familiarity with and experience in the use of service unique applications and processes for planning and programming (e.g., real property planning and analysis, stationing and analysis planning, facility analysis and planning). Requires competence and direct leadership experience in the use of DOD facility planning criteria, use and understanding of facility category codes, Base Realignment and Closure processes and procedures, facility assessment and re-utilization, force planning and a broad understanding of the different Service's organizations, and the ability to analyze needs and recommend strategies for meeting facility and mission sustainment requirements.

Functional Responsibility: Directs and guides efforts, through direct hands-on involvement, to analyze, assess, and evaluate all available information, processes and procedures in concert with the development of viable plans and alternatives for guiding the actions of military leadership in meeting the needs for short and long term mission and functional program execution. Provides consultancy support formulates draft policy and procedures, advises on processes and protocols, and recommends alternatives and solutions to complex restationing and planning issues. Develops reports, findings, studies and documentation related to the above.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #009 PRINCIPAL TRAINING SPECIALIST

Minimum/General Experience: Seven (7) or more years of work experience related to the development of technical training and using computer technology.

Functional Responsibility: Develops training solutions for technical personnel using traditional training processes and computer technology. Develops related and supporting documentation and the training materials/media. Develops testing and progress measuring and monitoring techniques. Conducts needs and requirements assessments. Makes recommendations, assists in the development of technical and price proposals. Can manage training efforts from outside vendors and provide an interface between the client and vendor.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #010 SENIOR SYSTEMS ADMINISTRATOR

Minimum/General Experience: Five (5) or more years of work experience in computer systems with at least three (3) years of solid system and network administration experience.

Functional Responsibility: Performs computer systems and local area network administration functions including: system performance tuning, user optimization troubleshooting, software and hardware installation and configuration, work with third and fourth generation computer languages and relational database management systems. Requires a high level of skill in LAN administration, system administration, system performance tuning, user optimization, computer network and system computer systems analysis, along with a working knowledge of database theory with specific experience in SUN/Solaris operating systems in the UNIX environment.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #011 BUSINESS PROCESS SPECIALIST

Minimum/General Experience: Two (2) or more years of experience in methodologies for process improvement or reengineering of systems.

Functional Responsibility: Provides specific knowledge and methodologies for process improvement or reengineering of systems and may assist in the actual performance of system review by identifying appropriate substantive testing, potential risks and tests of controls.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #012 ORGANIZATIONAL DEVELOPMENT SPECIALIST

Minimum/General Experience: Two (2) or more years of experience in working in the field of Organizational Development with demonstrated experience in developing workshops and training activities with the ability to utilize a wide variety of organizational development tools.

Functional Responsibility: Assist in identifying major components, key personnel and mission responsibilities of an organization. Determine needs for data, gathering and analyze information, developing solutions to problems. Establish rapport and credibility with client executives and managers to initiate, plan, develop, execute and evaluate one or more programs designed to increase organizational effectiveness and employee morale. Responsibilities may include long and short-range planning, goals and objectives settings, organizational designs or redesign, organizational alignment, leader and management, large system-planned change, and integration of new systems or processes.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #013 SENIOR RESEARCH ASSOCIATE

Minimum/General Experience: Five (5) or more years of experience in the functional area along with appropriate technical experience in similar areas.

Functional Responsibility: Conduct research and analyze technical information. Capable of applying research methodology to define and formulate appropriate analysis technique. Translate into layman's language information and data that contains technical terminology into a final written or oral report. Provide guidance to lower level research associates/assistants.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #014 TECHNICAL WRITER/EDITOR

Minimum/General Experience: At least three (3) years of technical writing and editing support in system development, automated office support systems, telecommunications documentation, and other technical material as required. A minimum of one (1) year editing experience in the technical publication field involving engineering, scientific or academic discipline is required.

Functional Responsibility: Prepares and edits telecommunications documentation incorporating information provided by the client, specialists, analysts, engineers, and operations personnel. Must have substantial knowledge of telecommunications and data systems and terminology. Duties include the writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to defined standards. Is expected to communicate effectively in writing and orally with all levels of technical and management personnel, as required.

Minimum Education: Undergraduate degree or equivalent work experience.

CLIN #015 SUBJECT MATTER EXPERT II

Minimum/General Experience: At least ten (10) years of experience in information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, documentation preparation or any other related field.

Functional Responsibility: Provides expert consultation on the clients technical requirements. Analyzes client's technical requirements, analyzes data from internal and external sources and makes expert recommendations. Ability to work independently. Proven managerial and supervisory skills. Analyzes operations of projects, programs and activities. Possesses technical experience which applies to applications programming involving database management systems. Works within broad objective to obtain unique solutions.

Minimum Education: Graduate degree in Computer Science, Information Systems, Engineering, or other related technical discipline or equivalent work experience.

CLIN #016 SUBJECT MATTER EXPERT I

Minimum/General Experience: Five (5) years of experience in information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, documentation preparation or any other related field.

Functional Responsibility: Provides expert consultation on the client's technical requirements. Analyzes clients technical requirements, analyzes data from internal and external sources and makes expert recommendations. Ability to work independently. Analyzes operations of projects, programs and activities. Possesses technical experience which applies to applications programming involving database management systems. Works within broad objective to obtain unique solutions.

Minimum Education: Bachelors degree in Computer Science, Information Systems, Engineering, or other related technical discipline or equivalent work experience.



VISTA Technology Services, Inc.
GSA Schedule Contract Number GS-35F-4112D
Price Schedule

<u>ID #</u>	<u>Title-Skill Category</u>	<u>GSA Rate w/ IFF</u>
1	Program Director	\$221.97
2	Senior Manager	\$131.28
3	Project Manager	\$131.29
4	Principal Systems Engineer	\$164.89
5	Senior Systems Engineer	\$115.46
6	Systems Engineer	\$102.09
7	Senior Database Administrator	\$188.58
8	Senior Engineer/Senior Planner	\$117.53
9	Principal Training Specialist	\$134.33
10	Senior Systems Administrator	\$111.18
11	Business Process Specialist	\$122.93
12	Organizational Development Specialist	\$120.23
13	Senior Research Associate	\$129.50
14	Technical Writer/Editor	\$67.19
15	Subject Matter Expert II	\$135.38
16	Subject Matter Expert I	\$209.95

* Additional premiums for shift differential, overtime or services provided outside the 48 contiguous states are outside the scope of this contract and can be negotiated on a case by case basis.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

VISTA Technology Services, Inc. provides commercial products and 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-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT:

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small businesses 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 Mr. Hal McDonald, (703) 561-4257, hal.mcdonald@vistatsi.com, fax (703) 561-4160.

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Acquisition Service Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(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:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity 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;

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

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

Orders under a Team Arrangement are subject to terms and conditions of the Federal Acquisition Service Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Service 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 Acquisition Service Schedule Contractors may individually meet the customers needs, or -
- Federal Acquisition Service Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.