

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-51 Information Technology Professional Services

Note: 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.

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

NAICS Codes: 541511, 541512, 541519

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.

Falconwood, Inc.
2110 Hancock Street #202
San Diego, CA 92110
(619) 297-9080
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Contract GS-35F-0197P

Period Covered by Contract: 29 December 2003 – 28 December 2008

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

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

2. Contractor's Ordering Address and Payment Information:

Ordering and Payment Address:

Falconwood, Inc.

2110 Hancock Street #202

San Diego, CA 92110

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

619-297-9080

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: # **099669355**

Block 30: Type of Contractor – **B. Other Small Business**

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

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **38-3653794**

4a. CAGE Code: 1Y9H1

4b. Contractor has not registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
_____	_____ Days
_____	_____ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry

within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.
 - a. Prompt Payment: 2 % - 30 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity
 - c. Dollar Volume
 - d. Government Educational Institutions
 - e. Other

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology (IT) Professional Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

c. The Maximum Order value for the following Special Item Numbers (SINs) is \$10,000

Special Item Number 132-12 – Repair Parts/Spare Parts ONLY

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.
In accordance with FAR 8.404:

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

a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

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

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of

Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual ordering activity policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

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

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

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

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

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "... a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

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

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

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, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, 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.

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:

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

—

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

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

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, 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. 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.
- d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

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

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

(a) When ordering services, ordering activities shall—

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

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

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

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

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

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering activity, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the ordering activity's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to

additional contractors that offer services that will meet the ordering activity's needs. ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

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

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

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

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

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

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for ordering activities," paragraph #12.

4. ORDER

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

5. PERFORMANCE OF SERVICES

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

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 ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

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

Description of IT Services:

Falconwood offer a variety of professional services in systems engineering, security C&A, and systems acquisition that are needed today by government agencies to deliver system solutions that work cost effectively, improve agency mission performance, and enhance the quality of service to agency customers. Falconwoods professional services cover all aspects of Information Technology (IT), including the following:

IT system security capabilities including the identification of vulnerabilities, manage risk, and implementation of security processes that improve the protection of their IT systems and critical resources. This includes experience in the following IA areas:

- ◆ Data Sensitivity Analysis
- ◆ Security Assessments
- ◆ Intrusion Detection and Audit Analysis
- ◆ Security Awareness Training
- ◆ Security Solution Integration and Implementation
- ◆ Security Architecture and Engineering
- ◆ Certification and Accreditation of Sensitive Systems
- ◆ Disaster Recovery

IT Systems Engineering services that ensure information systems and telecommunications networks are designed to capitalize on agency architectures and IT standards, to provide interoperability with other systems and networks, to be reliable and maintainable, and to make the most cost-effective use of commercial off-the-shelf (COTS) technology and agency wide and government wide resources. This includes experience in the following areas:

- ◆ IT Systems Analysis
- ◆ Requirements Analysis
- ◆ Telecommunications Network Analysis and Design
- ◆ COTS Product Evaluation and Selection
- ◆ Systems Integration
- ◆ Information System Design
- ◆ Testing and Evaluation

IT Program Management and Acquisition services ensure that IT solutions are integrated into the overall organizational and programmatic infrastructure for the overall improvement in the agencies IT projects. This includes experience in the following areas:

- ◆ Acquisition Planning and Support
- ◆ Project Management
- ◆ Quality Assurance and IV&V

Falconwood offers the following labor categories which are comprised of a variety of skills and experience to allow the maximum flexibility in selecting the level of support required for each task consistent with the requirement and budget constraints. The descriptions defined in this section provide the general guidelines for each labor category that may be used for determining the combination of experience and education on a task by task basis.

1. PROGRAM MANAGER

Education: B.A. or B.S. degree.

General Experience: Must have 10 years of IT experience, including at least 8 years of IT and/or telecommunications system management experience.

Specialized Experience: At least 8 years of direct supervision of IT software development, integration, maintenance projects, and/or telecommunications systems. Must be capable of leading projects that involve the successful management of teams composed of data processing and other information management professionals who have been involved in analysis, design, integration, testing, documenting, converting, extending, and implementing automated information and/or telecommunications systems.

Duties: Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities.

2. SUBJECT MATTER EXPERT, LEVEL I

Education: B.A. or B.S. degree.

General Experience: Must have 8 years of experience in the IT field.

Specialized Experience: At least 5 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

Duties: Develops requirements from a project's inception to its conclusion in the subject matter area for simple to moderately complex systems. Assists other senior consultants with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts in the following specialties: information systems architecture; networking; telecommunications; automation; communications protocols; risk management/electronic analysis; software; life-cycle management; software development methodologies; and modeling and simulation.

3. SUBJECT MATTER EXPERT, LEVEL II

Education: B.A. or B.S. degree.

General Experience: Must have 12 years of experience in the IT field.

Specialized Experience: At least 8 years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex to complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications in the following specialties: information systems architecture; networking; telecommunications; automation; communications protocols; risk

management/electronic analysis; software; life-cycle management; software development methodologies; and modeling and simulation.

4. PRINCIPAL TECHNICAL ADVISOR

Education: B.A. or B.S. degree.

General Experience: Must have 8 years of IT, systems integration, or telecommunications experience, including at least 3 years of IT software management experience.

Specialized Experience: At least 2 years of experience in direct supervision of IT software development, systems integration, maintenance projects, and/or telecommunications management and at least 1 year of experience managing research and development (i.e., Internet or intranet) projects.

Duties: Performs day-to-day management of delivery order projects for advanced technology projects that involve teams of data processing and other information systems and management professionals who have previously been involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information and telecommunications systems. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order projects. Demonstrates written and oral communication skills.

5. SENIOR COMPUTER SOFTWARE/INTEGRATION ANALYST

Education: B.A. or B.S. degree.

General Experience: Must have 8 years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: At least 5 years of experience as a computer systems analyst.

Duties: Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas of office automation and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, integrating software, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

6. SENIOR NETWORK SECURITY ANALYST

Education: B.A. or B.S. degree.

General Experience: This position requires a minimum of 5 years of experience.

Specialized Experience: At least 5 years of experience in defining network security requirements for local and wide area networks, evaluation of approved network security product capabilities, configuring standard communications protocols, detecting and analyzing network vulnerabilities, and developing proper computer system security solutions.

Duties: Analyzes and defines security requirements for local and wide area networks. Designs,

develops, engineers, and implements solutions that meet network security requirements. Responsible for integration and implementation of the network security solution. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle.

7. ADVANCED TECHNOLOGY APPLICATION DEVELOPER

Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.

General Experience: Must have 2 years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and equipment analysis.

Specialized Experience: At least 1 year of experience developing applications using advanced technologies, such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or JavaScript, and Java.

Duties: Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

8. SENIOR COMPUTER SYSTEMS ANALYST

Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.

General Experience: Must have 5 years of computer experience working independently or under general direction on complex application problems involving all phases of system analysis.

Specialized Experience: At least 5 years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in database management systems (DBMS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

Duties: Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and progress in accordance with schedules. Incumbent must be able to coordinate with the Program Manager to ensure solutions problems and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries and presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.

9. SENIOR STAFF CONSULTANT

Education: B.A. or B.S. degree.

General Experience: N/A

Specialized Experience: N/A

Duties: Serves as a senior member of consulting teams as a task manager or as a project leader on projects of limited scope and complexity. As a consulting team member, collects, analyzes, and interprets data in one or

more information technology specialties. Develops, or participates in the development of, assignment methodology.

10. COMPUTER SYSTEMS ANALYST

Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.

General Experience: Must have 5 years of computer experience in information systems design and management. Must demonstrate an ability to work independently, or under only general direction, on requirements that are moderately complex to analyze, plan, program, and implement.

Specialized Experience: At least 3 years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, including experience in DBMS, and use of programming languages. Knowledge of current storage and retrieval methods; 1 year of system analysis experience designing technical applications on computer systems; and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

Duties: Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and record management duties. Develops plans for IT systems from project inception to conclusion. Analyzes the problem and the information to be processed. Defines the problem and develops system requirements and program specifications from which programmers prepare detailed flowcharts, programs, and tests. Closely coordinates with programmers to ensure proper implementation of program and system specifications. In conjunction with functional users, develops system alternative solutions.

11. FACILITATOR

Education: B.A. or B.S. degree.

General Experience: A minimum of 3 years of work experience.

Specialized Experience: At least 1 year of demonstrated experience within the past year.

Duties: Provides structure and ensures progression of working groups and teams by maintaining focus and avoiding unnecessary digression. Works closely with group members to enhance team building, communication, interpersonal relations, meetings, and decision making. Provides support for task teams involved in quality and process improvement projects.

12. COMPUTER SPECIALIST

Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.

General Experience: Must have 5 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least 3 years of experience either as a computer hardware and/or systems software specialist or as a systems analyst with duties relating to the evaluation of third and fourth-generation or state-of-the-art computer hardware and software and its ability to support specific requirements for system management or large-scale system development and maintenance.

Duties: Must be able to determine costs for converting computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators and to recommend better utilization of operating systems capabilities for improving system efficiency. Must be able to develop, manage, maintain, and evaluate state-of-the-art computer hardware, software, and software development tools; evaluate their ability to support specific requirements and interface with other equipment and systems; determine potential and actual bottlenecks and propose recommendations for their elimination; and make recommendations for system improvements that will result in optimal hardware and software use.

Pricing of IT Services:

Falconwood offers both Contractor Site and lower labor Government Site rates based on place of performance for the base year and 4 proposed option years:

Labor Rates – (Government Site)

	<i>GSA Pice Year 1 29 Dec 03 – 28 Dec 04</i>	<i>GSA Pice Year 2 29 Dec 04 - 28 Dec 05</i>	<i>GSA Pice Year 3 29 Dec 05 – 28 Dec 06</i>	<i>GSA Pice Year 4 29 Dec 06 – 28 Dec 07</i>	<i>GSA Pice Year 5 29 Dec 07 – 28 Dec 08</i>
<i>Program Manager</i>	<i>\$107.00</i>	<i>\$111.00</i>	<i>\$115.00</i>	<i>\$118.00</i>	<i>\$121.00</i>
<i>Subject Matter Expert, Level I</i>	<i>\$115.00</i>	<i>\$118.00</i>	<i>\$121.00</i>	<i>\$125.00</i>	<i>\$129.00</i>
<i>Subject Matter Expert, Level II</i>	<i>\$111.00</i>	<i>\$115.00</i>	<i>\$119.00</i>	<i>\$123.00</i>	<i>\$127.00</i>
<i>Principle Technical Advisor</i>	<i>\$ 94.00</i>	<i>\$ 97.00</i>	<i>\$100.00</i>	<i>\$103.00</i>	<i>\$106.00</i>
<i>Senior Computer Software / Integration Analyst</i>	<i>\$ 85.00</i>	<i>\$ 88.00</i>	<i>\$103.00</i>	<i>\$106.00</i>	<i>\$109.00</i>
<i>Senior Network Security Analyst</i>	<i>\$ 83.00</i>	<i>\$ 86.00</i>	<i>\$ 89.00</i>	<i>\$ 92.00</i>	<i>\$ 95.00</i>
<i>Advance Technology Application Developer</i>	<i>\$ 78.00</i>	<i>\$ 80.00</i>	<i>\$83.00</i>	<i>\$85.00</i>	<i>\$ 88.00</i>
<i>Senior Computer Systems Analyst</i>	<i>\$ 66.00</i>	<i>\$ 69.00</i>	<i>\$ 72.00</i>	<i>\$ 75.00</i>	<i>\$ 78.00</i>
<i>Senior Staff Consultant</i>	<i>\$ 65.00</i>	<i>\$ 67.00</i>	<i>\$ 69.00</i>	<i>\$ 71.00</i>	<i>\$ 73.00</i>
<i>Computer Systems Analyst</i>	<i>\$ 55.00</i>	<i>\$ 58.00</i>	<i>\$ 61.00</i>	<i>\$ 64.00</i>	<i>\$ 67.00</i>
<i>Facilitator</i>	<i>\$ 51.00</i>	<i>\$ 53.00</i>	<i>\$ 55.00</i>	<i>\$ 57.00</i>	<i>\$ 59.00</i>
<i>Computer Specialist</i>	<i>\$ 50.00</i>	<i>\$ 53.00</i>	<i>\$ 56.00</i>	<i>\$ 59.00</i>	<i>\$ 62.00</i>

Labor Rates – (Contractor Site)

<i>Labor Category</i>	<i>GSA Pice Year 1 15 Jan 04 – 14 Jan 04</i>	<i>GSA Pice Year 2 15 Jan 05 – 14 Jan 05</i>	<i>GSA Pice Year 3 15 Jan 06 – 14 Jan 06</i>	<i>GSA Pice Year 4 15 Jan 07 – 14 Jan 07</i>	<i>GSA Pice Year 5 15 Jan 08 – 14 Jan 08</i>
<i>Program Manager</i>	<i>\$114.00</i>	<i>\$118.00</i>	<i>\$122.00</i>	<i>\$125.00</i>	<i>\$128.00</i>
<i>Subject Matter Expert, Level I</i>	<i>\$122.00</i>	<i>\$125.00</i>	<i>\$128.00</i>	<i>\$132.00</i>	<i>\$136.00</i>
<i>Subject Matter Expert, Level II</i>	<i>\$118.00</i>	<i>\$122.00</i>	<i>\$126.00</i>	<i>\$131.00</i>	<i>\$134.00</i>
<i>Principle Technical Advisor</i>	<i>\$101.00</i>	<i>\$104.00</i>	<i>\$107.00</i>	<i>\$110.00</i>	<i>\$113.00</i>
<i>Senior Computer Software / Integration Analyst</i>	<i>\$ 92.00</i>	<i>\$ 95.00</i>	<i>\$110.00</i>	<i>\$113.00</i>	<i>\$116.00</i>
<i>Senior Network Security Analyst</i>	<i>\$ 90.00</i>	<i>\$ 93.00</i>	<i>\$ 96.00</i>	<i>\$ 99.00</i>	<i>\$102.00</i>
<i>Advance Technology Application Developer</i>	<i>\$ 85.00</i>	<i>\$ 87.00</i>	<i>\$90.00</i>	<i>\$92.00</i>	<i>\$ 97.00</i>
<i>Senior Computer Systems Analyst</i>	<i>\$ 73.00</i>	<i>\$ 75.00</i>	<i>\$ 79.00</i>	<i>\$ 82.00</i>	<i>\$ 85.00</i>
<i>Senior Staff Consultant</i>	<i>\$ 72.00</i>	<i>\$ 74.00</i>	<i>\$ 76.00</i>	<i>\$ 78.00</i>	<i>\$ 80.00</i>
<i>Computer Systems Analyst</i>	<i>\$ 62.00</i>	<i>\$ 65.00</i>	<i>\$ 68.00</i>	<i>\$ 72.00</i>	<i>\$ 74.00</i>
<i>Facilitator</i>	<i>\$ 58.00</i>	<i>\$ 60.00</i>	<i>\$ 62.00</i>	<i>\$ 64.00</i>	<i>\$ 66.00</i>
<i>Computer Specialist</i>	<i>\$ 57.00</i>	<i>\$ 60.00</i>	<i>\$ 63.00</i>	<i>\$ 66.00</i>	<i>\$ 69.00</i>

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact, Falconwood, Inc., Robert Dofner at 252-626-2787 (dofner@falconwood.biz), FAX: 619-297-9086.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

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

Signatures

Ordering Activity Date _____ Contractor Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) 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;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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