

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

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

FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

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**Contract Number:** **GS-35F-0333K**

**Period Covered by Contract:** **3/30/05 – 3/29/10**

General Services Administration  
Federal Supply Service

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

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## **INFORMATION FOR ORDERING OFFICES**

### **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 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.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://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.*

## **INFORMATION FOR ORDERING OFFICES**

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

The geographic scope of this contract is the 48 contiguous states and the District of Columbia.

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**Sunset Design  
3836 Ocean Drive  
Oxnard, CA 93035**

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

Ordering agencies can obtain technical and/or ordering assistance by calling Sunset Design at 805-984-7231.

### **3. LIABILITY FOR INJURY OR DAMAGE**

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

### **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: **055250281**

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

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

Block 36:         Contractor's Taxpayer Identification Number (TIN) **95-4698052**

#### **4a. CAGE Code: 1KJJ3**

**4b.** Sunset Design **has** registered with the Central Contractor Registration Database.

### **5. FOB: DESTINATION**

**6. DELIVERY SCHEDULE**

**a. TIME OF DELIVERY:** Sunset Design 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)
132-51	As mutually agreed to by Sunset Design and the Customer

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

**7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED.**

**a. PROMPT PAYMENT:** 1% - 15 days from receipt of invoice or date of acceptance, whichever is later.

**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:**

**Not Applicable**

**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.)

The maximum dollar value per order for all IT Professional services will be \$500,000.

## **12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS ( IN ACCORDANCE WITH FAR 8.404):**

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

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

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

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

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(2) Trade-in considerations;

(3) 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 office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

(1) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

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

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

**NOTE:** For orders exceeding the maximum order threshold, Sunset Design 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 offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

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

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

**g. Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding

consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

### **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

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

#### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

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

#### **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

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

### **14. SECURITY REQUIREMENTS**

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the

ordering agency. If any costs are 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 lesser.

#### **15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:**

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

#### **16. GSA ADVANTAGE!**

*GSA Advantage!* is an on-line, interactive electronic information and ordering system that provides 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 INCIDENTAL, NON-SCHEDULE ITEMS**

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

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

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

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

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

## **19. OVERSEAS ACTIVITIES**

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

**None**

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

## **20. YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS**

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

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

## **21. BLANKET PURCHASE AGREEMENTS (BPAS)**

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

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

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

## **22. CONTRACTOR TEAM ARRANGEMENTS**

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

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

**1. SCOPE**

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

b. Sunset Design shall provide services at Sunset Design's facility.

**2. ORDERING PROCEDURES**

**a. Procedures for IT professional services priced on GSA schedule at hourly rates.**

(1) FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.

(2) The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(3) When ordering IT professional services ordering offices shall –

(i) Prepare a Request for Quotation:

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

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

travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

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

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

(ii) Transmit the Request for quotation to Contractors:

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

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

(iii) Evaluate proposals and select the contractor to receive the order:

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

(4) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders

under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall –

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

(A) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

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

(ii) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.

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

(6) When the ordering office's requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.

(7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors' proposals 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.

**b. Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.**

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

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

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

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

(i) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

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

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

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

(A) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(B) Offer the lowest price available under the contract; or

(C) Decline the order (orders must be returned in accordance with FAR 52.216-19).

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

**(5) Price reductions.** In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

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

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

### **3. ORDER**

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### **4. PERFORMANCE OF SERVICES**

a. Sunset Design shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. Sunset Design agrees to render services only during normal working hours, unless otherwise agreed to by Sunset Design and the ordering office.

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Sunset Design 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 Sunset Design travel. Contractors cannot use GSA city pair contracts.

#### **5. INSPECTION OF SERVICES**

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

#### **6. RESPONSIBILITIES OF THE CONTRACTOR**

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

#### **7. RESPONSIBILITIES OF THE GOVERNMENT**

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

#### **8. INDEPENDENT CONTRACTOR**

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

#### **9. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants

and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

## **10. INVOICES**

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

## **11. PAYMENTS**

For firm-fixed price orders the Government shall pay Sunset Design, 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 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

## **12. RESUMES**

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

## **13. INCIDENTAL SUPPORT COSTS**

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

## **14. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that Sunset Design 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.

## DESCRIPTION OF IT SERVICES AND PRICING

Sunset Design specializes in Website Creation and Maintenance, Database Construction, and the Automation of Processes and Procedures. Additionally we offer Integrated Marketing, Communication Plans, including Corporate Identity, Graphic Design, Advertising, Direct Mail, Brochures, and Graphics that unify your Business Image.

### SIN 132-51 Information Technology Professional Services

**FPDS Code D307 Automated Information Systems Design and Integration Services**

**FPDS Code D308 Programming Services**

**FPDS Code D317 Automated News Services, Data Services, or Other Information Services**

**FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified**

#### **IT Partner/Principal - \$70.53**

Manages contractual relationship between company and clients. Negotiates and makes decisions for the company. Applies the resources of the company to the projects. Defines project approach, methods, and staffing. Conducts quality assurance over key project deliverables. Resolves issues with staff, tools, and methods. Participates in project status and steering committee meetings to resolve issues through application of company resources or experience gained on other projects. Experienced in managing large-scale projects. Has substantial experience in managing the business issues associated with client requirements.

Education: Bachelor's degree or equivalent professional experience

Experience: 5 years of related experience in applicable field

#### **Web Application Developer - \$60.45**

Designs, architects, and develops Internet and Intranet web-based applications. Responsible for the development of both front-end display code and back-end data management components. Experienced in developing web applications compatible with all of the major browsers. Experienced with Microsoft Web server technologies such as IIS, MTS and Windows NT/2000. Solid knowledge of JavaScript, Active Server Pages and XML, ADO for MS SQL7/2000 and Visual Basic with Client/Server related experience.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **Web Designer - \$43.75**

Coordinates with clients to determine requirements. Works closely with the client to design effective graphic user interfaces using current developments in web design tools and networking technology. Experienced in designing secure web sites, suitable for transmission of proprietary data, financial information, or other secure information. Knowledge of recent developments in web design tools and networking technology.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **Website Technical Administrator - \$45.05**

Responsible for achieving overall technical integrity of a client's website(s). Updates and makes changes to website(s) as requested by the client. Troubleshoots system errors and bugs. Maintains servers, creates monitoring reports and logs, and ensures functionality of links. Monitors site for acceptable performance and user accessibility. Establishes backups and monitors site security.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **ASP Programmer - \$45.05**

Builds data-driven applications in the RDBMS-to-Web applications arena and uses advanced knowledge of various SQL-based or related programming languages and tools, especially ASP, XML, and VB. Programs Web applications with Visual Basic, VBScript, Visual InterDev, Java, Java script, HTML and DHTML.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **Database Programmer/Designer - \$45.05**

Designs, monitors and optimizes database and performance of queries. Plans and performs database backup and recovery, capacity planning, ensuring data integrity and database technical support. Responsible for the testing and implementation of new database versions and functions.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **Senior Graphic Artist - \$60.45**

Manages and oversees the creative production of graphic and artistic materials for projects. Designs products using a variety of mediums including video, print, broadcast, teleconferencing, and electronic means. Develops animation and sound in multimedia presentations and training materials, to assure consistent theme and overall design of products. Works with project teams to assure quality products delivered on time and within budget.

Education: Bachelor's degree or equivalent professional experience

Experience: 5 years of related experience in applicable field

### **Graphic Artist - \$45.05**

Produces original designs, layouts, graphics, and illustrations to support the client. Uses graphics development software applications to design and create sophisticated graphics and technical illustrations. Translates graphics to required electronic formats for publishing in hardcopy and on-line mediums. Experienced in desktop publishing, electronic pre-press, HTML, and graphic creation for websites. Knowledge of 4-color process printing and photographic techniques. Competent in QuarkXPress, Adobe In Design, Illustrator, Photoshop, Dreamweaver and word processing programs.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **Senior Multimedia Producer - \$65.49**

Using leading edge technologies manages all multimedia productions to include: computer-based and Web-based solutions, Web TV, kiosks, videos, distance learning applications, and other related projects. Responsible for managing the production of various projects and team members.

Education: Bachelor's degree or equivalent professional experience

Experience: 5 years of related experience in applicable field

### **Multimedia Producer - \$60.45**

Under the guidance of the Senior Multimedia Producer and using leading edge technologies develops multimedia applications to include: computer-based and web-based solutions, web TV, kiosks, videos, distance learning applications, and other related projects. Responsible for programming and incorporating graphics, text, audio and animation into a final product. Works closely with Senior Multimedia Producer to maintain theme and overall design.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **Copywriter/Editor - \$60.45**

Develops material for books, magazines and trade journals, newspapers, online publications, company newsletters, radio and television broadcasts, motion pictures, and advertisements. Develops scientific or technical materials, such as scientific and medical reports, equipment manuals, appendices, or operating and maintenance instructions. Assists in layout work. Selects and prepares material for publication or broadcast.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **Technical Writer/Subject Matter Expert - \$50.37**

Edits functional descriptions, specifications, user manuals, special reports or any other client deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. Creates and modifies text, graphics, spreadsheets, etc., as required. Experienced in writing, editing, and production of professional quality documentation such as user manuals, training materials, proposals, and reports. Requires the ability to apply knowledge of government format standards to prepare, edit and publish technical matter. Must have thorough knowledge of grammar, capitalization, punctuation and the English language. Must have experience using standard desktop publishing software.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **Project Manager - \$43.75**

Manages assigned projects to ensure that implementation and prescribed activities are carried out in accordance with specified objectives. Organizes, delegates and tracks tasks to be completed including responsibility for quality control effort.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

### **IT Project Leader - \$85.56**

Builds and manages relationships with clients and partners. Identifies key requirements for the enterprise and develops solutions to address those requirements. Directly supports the Webmaster and Developer community by providing both technical advice and enterprise best practices/standards. Produces and performs both scheduled and ad hoc training sessions on the enterprise web tools, as required. Effectively markets the enterprise tools and Common Operating Environment to necessary components within the client's organization. Acts as consultant to components within the client's organization on proper use and implementation of the enterprise tools. Participates in project status and steering committee meetings to resolve issues through application of company resources or experience gained on other projects.

Experienced in managing large-scale projects. Has substantial experience in managing the business issues associated with client requirements. Experienced with Oracle 10g Collaboration Tools.

Education: Bachelor's degree or equivalent professional experience

Experience: 3 years of related experience in applicable field

**Data Entry Clerk - \$23.17**

Operates a keyboard or other data entry device to enter routine data into computer or onto disk for subsequent entry. Enters alphabetic, numeric or symbolic data from source documents into a computer. Compares entered data with source documents. Deletes incorrectly entered data, and reenters correct data. Knows how to use basic computer functions. Ensures accurate and efficient input of data into documents.

Education: High school diploma

Experience: 2 years of related experience in applicable field

**Quality Control Specialist - \$21.87**

Conducts review of completed tasks and make recommendations for changes/revisions to ensure customer's expectations are met. Experience in word processing/database software (i.e., MS Word, Excel, Access, Power Point, etc.)

Education: Some College

Experience: 3 years of related experience in applicable field

**(Rev 6-24-05)**



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 Agency):

(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:

<b>MODEL NUMBER/PART NUMBER</b>	<b>*SPECIAL BPA DISCOUNT/PRICE</b>
_____	_____
_____	_____

(2) Delivery:

<b>DESTINATION</b>	<b>DELIVERY SCHEDULE/DATES</b>
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

<b>OFFICE</b>	<b>POINT OF CONTACT</b>
Sunset Design	Jody Fischer – 805-984-7231

(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 - Sunset Design
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

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

- (h) Date of Shipment.

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

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

## **BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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