



NextStep Technology, Inc. GSA Federal Supply Service Price List

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: www.GSAAdvantage.gov.

Schedule Number: FCIS-JB-980001-B Schedule Title: General Purpose Commercial Information Technology Equipment, Software and Services

FSC Group: IT Schedule 70 Product Services Code:

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 D308	Programming Services
FPDS Code D310	Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D317	Creation/Retrieval of Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Contract Number: - **GS-35F-353CA**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules at www.fss.gsa.gov. Find link to GSA Schedules. Then find link to Customers Ordering from Schedules. Next, find links to Ordering Procedures for Services Requiring a Statement of Work and Ordering Procedures for Services not Requiring a Statement of work.

Contract Period: **06/02/2015 through 06/01/2020**



NEXTSTEP TECHNOLOGY, INC.

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Morgan Hill, CA 95037

(866) 950-4488

www.nextsteptech.us

Contact for contract administration: Brett Le Veille

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Business size: Small, 8(a) Certified Minority Owned, Veteran Managed

Modification Number: 2 Effective Date: 01/01/2018



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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.

Contract Number: GS-35F-353CA

Period Covered by Contract: 06/02/2015 through 06/01/2020

General Services Administration, Federal Supply Service,
Pricelist current through Modification No. 2, effective 01/01/2018



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SECTION I

INFORMATION FOR ORDERING ACTIVITIES

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). The catalogs/pricelists, GSA Advantage!™ 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:

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

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

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information:

**NextStep Technology, Inc.
7485 Monterey Road, Suite 304
Morgan Hill, CA 95037**

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 not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.



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The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **(866) 950-4488**

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: **046535519**

Block 30: Type of Contractor - **8a/SDB Certified**

Block 31: Woman-Owned Small Business - **NO**

Block 36: Contractor's Taxpayer Identification Number (TIN): **77-0457532**

4a. CAGE Code: **603K2**

4b. Contractor has registered with the Central Contractor Registration Database.

5. ***FOB Destination***

6. ***Delivery Schedule***

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-51</u>	<u>As agreed with contracting agency</u>

- 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: **None**

b. Quantity: **None**

c. Dollar Volume: **None**

d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts as all other Government customers**

e. Other: **None**

8. ***Trade Agreements Act of 1979, as amended:***



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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:** N/A

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

12. **Ordering Procedures For Federal Supply Schedule Contracts:**

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

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

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

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

13.2 **Federal Telecommunication Standards (Fed-Stds):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering



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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. *Contractor Tasks / Special Requirements (C-Fss-370) (Nov 2001)*

- a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.



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- i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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.: Microsoft Edge). 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. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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



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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:

N/A

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

20. Blanket Purchase Agreements (BPAs):

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

21. Contractor Team Arrangements:

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

22. Installation, Deinstallation, Reinstallation:



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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: N/A

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.

25. Insurance—Work On A Government Installation (Jan 1997)(Far 52.228-5):

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 1. For such period as the laws of the State in which this contract is to be performed prescribe; or
 2. Until 30 days after the insurer or the Contractor gives written notice to the



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Contracting Officer, whichever period is longer.

- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. *Software Interoperability:*

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

27. *Advance Payments:*

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



SECTION II

<p>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)</p>

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional 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 I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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



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

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

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

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.



6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

All IT Professional 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



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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 Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

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

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

13. RESUMES

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



SECTION III

LABOR CATEGORY DESCRIPTIONS

NextStep Technology, Inc. Labor Categories

All of our positions recognize a balance between education and experience. Our labor rates are based upon a minimum level of combined education and experience for each position. We value the advanced degrees of our personnel, but also recognize experience in equivalency.

Administrative Staff II

Minimum / Experience: At least two year of related hands-on experience with the specific equipment, software or other requirements specified by an actual Statement of Work or Statement of Need.

Functional Responsibility: Assignments may be broad in nature, requiring originality and innovation in determining how to accomplish tasks. Operates with appreciable latitude in developing methodology and presenting solutions to problems. Provides direct secretarial support to an assigned manager, and may support his/her direct reports. Composes correspondence regarding administrative matters and general office policies for supervisor's approval. Prepares materials needed for conferences, correspondence, appointments, meetings, telephone calls, etc. Prepares special one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc.

Minimum Education: High School diploma or equivalent experience and training

Administrative Staff III

Minimum / Experience: At least five year of related hands-on experience with the specific equipment, software or other requirements specified by an actual Statement of Work or Statement of Need.

Functional Responsibility: Possesses and applies expertise on multiple complex work assignments. Assignments may be broad in nature, requiring originality and innovation in determining how to accomplish tasks. Operates with appreciable latitude in developing methodology and presenting solutions to problems. Contributes to deliverables and performance metrics where applicable. Provides direct secretarial support to an assigned manager, and may support his/her direct reports. Composes correspondence regarding administrative matters and general office policies for supervisor's approval. Prepares materials needed for conferences, correspondence, appointments, meetings, telephone calls, etc. Prepares special one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc.

Minimum Education: High School diploma or equivalent experience and training

Business Consultant II



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Minimum / Experience: At least two year of related hands-on experience with the specific equipment, software or other requirements specified by an actual Statement of Work or Statement of Need.

Functional Responsibility: Staff professional, expert in a specific domain with general knowledge of other domains. Provides strategic guidance and influences program direction. Recommends large scale information system solutions, and assists with business integration across organizational levels. Provides program-level guidance within area of expertise and recommends domain-specific solutions and policies. Evaluates various business models including cost-benefit analysis and return on investment (ROI).

Minimum Education: : A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. With at least four years of specialized experience, a degree is not required.

COTS / ERP Consultant I

Minimum / Experience: At least One year of related hands-on experience with the specific equipment, software or other requirements specified by an actual Statement of Work or Statement of Need.

Functional Responsibility: Participates in the selection and implementation of COTS products including software and hardware such as ERP, SCM, and CRM. Has training and/or certifications with one or several COTS products such as Oracle, Siebel, SAP, Oracle, and EMC. Applies advanced methods in the configuration and customization of COTS solutions to meet business requirements. Works under the general supervision of more experienced COTS Technology Consultants.

Minimum Education: A Bachelor's degree in Computer Science, Information Systems, and Engineering, Business or other related scientific or technical discipline. With at least five years of specialized experience, a degree is not required.

COTS / ERP Consultant II

Minimum / Experience: At least Three year of related hands-on experience with the specific equipment, software or other requirements specified by an actual Statement of Work or Statement of Need.

Functional Responsibility: Provides technical expertise and guidance with COTS products selection and implementation including software and hardware such as ERP, SCM, and CRM. Has training and/or certifications with one or several COTS products such as Oracle, Siebel, SAP, Oracle, and EMC. Develops and applies advanced methods in the configuration and customization of COTS solutions to meet business requirements. Provides technical consultation to other organizations.

Minimum Education: A Bachelor's degree in Computer Science, Information Systems, and Engineering, Business or other related scientific or technical discipline. With a Master's Degree, one year experience. With at least seven years of specialized experience, a degree is not required



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Database Administrator I

Minimum / Experience: Entry level

Functional Responsibility: Assists in the administration of all relational databases, database design, development, maintenance, security, and backup. Perform the daily backup and recovery procedures. Maintains detailed user/group role security models and for adding and dropping database objects, performance tuning, and performance analysis.

Minimum Education: A Bachelor's degree in Computer Science, Information Systems, and Engineering, Business or other related scientific or technical discipline. With at least five years of specialized experience, a degree is not required.

Deployment/Deskside Support Analyst I

Minimum/General Experience: Entry level

Functional Responsibility: Duties include accurately testing, identifying, repairing, resolving, and documenting end user technical issues regarding basic network/desktop support, printers, PDAs, and LAN cable drops; troubleshooting and resolving software issues; reimaging computers/hard drives; backing up and restoring settings and associated systems administration activities; Also help technical team in deployment and troubleshooting any issues during deployment.

Minimum Education: High School Diploma

Financial Analyst I

Minimum / Experience: At least 2 year of work experience with the specific requirements specified by an actual Statement of Work or Statement of Need. Specialized experience in cost and schedule reporting, resource management, manpower allocation and resource planning.

Functional Responsibility: Performs business and financial management and administrative activities, such as budgeting, manpower and resource planning, and financial reporting in support of information technology projects. Evaluates existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues that would require a report and recommends solutions. Develops work breakdown structures, and prepares charts, tables, graphs, and diagrams to assist in analyzing problems.

Minimum Education: Associate's degree in Accounting, Finance, Business or other related discipline.

Infrastructure / Application Support Help Desk professional I

Minimum / Experience: Entry level



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Functional Responsibility: Under direction, provides remote support to users for network and desktop hardware and software problems. Takes calls from users, diagnoses problems and recommends solutions per script. Typically only provides Tier 1 support. A customer service representative rather than a technician (no real technical skills required).

Minimum Education: High School Diploma.

Infrastructure / Application Support Help Desk professional II

Minimum / Experience: Three years of related hands-on experience with the specific equipment, software or other requirements specified by an actual Statement of Work or Statement of Need

Functional Responsibility: Provides remote support to users for network and desktop hardware and software problems. Takes calls from users, diagnoses problems, recommends and/or implements solutions, and provides follow-up. Has experience and understanding of MIS environment. Typically involves use of problem management database and help desk systems. Typically only provides Tier 1 support.

Minimum Education: High School Diploma.

Program Manager

Minimum / Experience: Ten years of experience. Experience includes increasing responsibilities in management of large programs.

Functional Responsibility: Manages mid-size (\$30M - \$50M) and small programs (less than \$30M) involving multiple projects. Organizes, directs, and coordinates planning and production of all contract support activities. Demonstrate communications skills at all levels of management. Serve as the contractor's authorized interface with the Contracting Officer's Technical Representative (COTR), government management personnel, and client agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel, and communicating policies, purposes, and goals of the organization to subordinate personnel. Responsible for overall contract performance. Under stringent time frames, assembles and recruits as necessary to perform assigned tasks. Demonstrate capability in the overall management of multi-task contracts of the size, type, and complexity as described in the Task Order.

Minimum Education: A Bachelor's degree in Computer Science, Information Systems, and Engineering, Business or other related scientific or technical discipline.

Programmer/System Analyst I

Minimum / Experience: One year experience in computer programming and analysis.

Functional Responsibility: Under close supervision performs assigned portions of systems analysis, design, programming, documentation, and related ADP systems concepts for effective implementation.



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Participate in all phases of software development with emphasis on the programming, testing, documentation and acceptance phases. Designs and prepares technical reports and related documentation. Individual possesses one year experience in computer programming and analysis.

Minimum Education: A Bachelor's degree in Computer Science, Information Systems, and Engineering, Business or other related scientific or technical discipline.

Programmer/System Analyst III

Minimum / Experience: Six years of intensive and progressive experience in performing computer programming and systems analysis

Functional Responsibility: Performs systems engineering, analysis, design, documentation, and implementation of very complex applications which require a thorough knowledge of related ADP systems concepts for effective implementation. Participates in all phases of software development with emphasis on the planning, engineering, analysis, testing, and acceptance phases. Designs and prepares technical reports and related documentation. Prepares and delivers presentations and briefs as required.

Minimum Education: A Bachelor's degree in Computer Science, Information Systems, and Engineering, Business or other related scientific or technical discipline.

Project Manager I

Minimum / Experience: One year experience as a Project Manager. Experience includes increasing responsibilities in information systems design and management.

Functional Responsibility: Simultaneously plans and directs a highly technical project (or a group of related tasks) and assists the Program Manager in working with the government Contracting Officer, the COTR, government management personnel, and client agency representatives. Under the guidance of the Program Manager, is responsible for the overall management of specific Task Orders and ensures that the technical solutions and schedules in the Task Order are implemented in a timely manner.

Minimum Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline

Subject matter / Domain Expert II

Minimum / Experience: Six years of experience in determining information technology effects on the organizational structure and determining the ability that IT can support/meet organizational goals.

Functional Responsibility: Confers with client management to understand or develop the client's strategic information technology business goals, and assists in formulation of an appropriate information technology strategy. Analyzes client requirements and recommends development or acquisition strategies. Assist clients in developing strategic plans and concepts. Demonstrate



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exceptional oral and written communication skills. Recognize in the professional community as an "expert" in the technical/specialty area being addressed.

Minimum Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline. With a Master's Degree four years' experience. With PH.D. Three years of experience. With at least ten years of specialized training, a degree is not required

Subject matter / Domain Expert III

Minimum / Experience: Six years of experience in determining information technology effects on the organizational structure and determining the ability that IT can support/meet organizational goals.

Functional Responsibility: Confers with client management to define the client's strategic information technology business goals, and advises in the reengineering of business processes to meet these goals. Analyzes client requirements and recommends development or acquisition strategies. Assist clients in developing strategic plans and concepts. Advise client on the impact of new legislation or new technologies that are relevant to their agency. Demonstrate exceptional oral and written communication skills. Recognize in the professional community as an "expert" in the technical/specialty area being addressed.

Minimum Education: A Master's degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. With Ph.D. four years of specialized experience.

Subject matter / Domain Expert IV

Minimum / Experience: Eight years of experience in determining information technology effects on the organizational structure and determining the ability that IT can support/meet organizational goals.

Functional Responsibility: Confers with client executive management using line of business expertise to define the client's strategic information technology business goals, and advises in the reengineering of business processes to meet these goals. Analyzes client requirements and recommends development or acquisition strategies. Assist client in developing strategic plans and concepts. Advise client on the impact of new legislation or new technologies that are relevant to their agency. Demonstrate exceptional oral and written communication skills. Recognize in the professional community as an "expert" in the technical/specialty area being addressed.

Minimum Education: A Master's degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. With PH.D. six years of specialized experience.



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SECTION IV

SERVICES PRICELIST

Labor Category	\$/Hour
Administrative Staff II	\$66.00
Administrative Staff III	\$75.00
Business Consultant / Analyst II	\$129.00
COTS / ERP Consultant I	\$150.00
COTS / ERP Consultant II	\$175.00
Database Administrator I	\$94.00
Deployment/Deskside Support Analyst I	\$70.00
Financial Analyst I	\$96.00
Infrastructure / Application Support Help Desk professional I	\$63.00
Infrastructure / Application Support Help Desk professional II	\$87.00
Program Manager	\$175.00
Programmer/System Analyst I	\$85.00
Programmer/System Analyst III	\$125.00
Project Manager I	\$148.00
Subject matter / Domain Expert II	\$129.00
Subject matter / Domain Expert III	\$157.00
Subject matter / Domain Expert IV	\$190.00



SECTION V

USA SMALL BUSINESS COMMITMENT

PREAMBLE

NextStep Technology, Inc. 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:

Mr. Brett Le Veille
17485 Monterey Road, Suite 304
Morgan Hill, CA 95037
(P) (408) 460-0901
(F) (408) 273-6613
brett.levaille@nextsteptech.us



SECTION VI

SAMPLE BLANKET PURCHASE AGREEMENT

(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 futher decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Ordering Activity Date

NextStep Technology, Inc. Date



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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:

Table with 2 columns: MODEL NUMBER/PART NUMBER and * SPECIAL BPA DISCOUNT/PRICE. Includes three rows of blank lines for data entry.

(2) Delivery: DESTINATION DELIVERY SCHEDULES / DATES

Table with 2 columns: DESTINATION and DELIVERY SCHEDULES / DATES. Includes three rows of blank lines for data entry.

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement 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:

Table with 2 columns: OFFICE and POINT OF CONTACT. Includes three rows of blank lines for data entry.

(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:



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- (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.



SECTION VII.

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

Customers should refer to FAR 9.6 for specific details on Team Arrangements. Here is a general outline on how it works:

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