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GSA Price List

General Purpose Commercial Information Technology Equipment, Software and Services

September 15, 2008

Contract Number GS-35F-0571N

**General Services Administration
Federal Supply Service**

**Federal Supply Service
Information Technology Schedule Price List**

Pricelist current through modification #0007, dated September 15, 2008

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

General Description of the Commodity Offered

This price list covers software products, maintenance, consulting and training for Command and Control Technologies Corporation's command, control, and data acquisition software product line. Information technology services include development of data acquisition systems and custom real-time command and control capabilities. CCT provides software systems engineering, architecture, development and testing services for real time data acquisition, command and control, user display, and prototype development. CCT specializes in development of real time software on Linux and Unix platforms but also supports Windows system development. CCT engineers have experience in software design methodologies in both structured and object oriented approaches. Specific development skills include Linux, Unix, C, C++, Java, XML, X-Windows, OpenGL, data base systems, network programming, portable systems, control center design, and data acquisition using: PCM telemetry, 1553, RS-232/422, high speed networks, and Programmable Logic Controller's.

CCT also offers the Glg graphics toolkit from Generic Logic, Inc. Glg toolkit is a graphics builder toolset that allows the user to create dynamic graphical applications and build custom visual components for Java, C/C++, and ActiveX. With the Glg graphics builder you can design complex graphical displays and prototype their dynamic behavior interactively, without spending months coding. The Glg builder environment supports UNIX, Linux, and Windows environments and comes in three editions; basic, professional, and enterprise.

Applicable Special Item Numbers, FSC Classes, and FPDS Codes

Special Item Number	Products/Services
132-33	Perpetual Software Licenses
132-34	Maintenance of Software
132-50	Training Courses
132-51	Information technology Professional Services
FSC Class	Products/Services
7030	Information Technology Software
FPDS Codes	Products/Services
D302	IT Systems Development Services
D306	IT Systems Analysis Services
D307	Automated Information Systems Design and Integration Services
D308	Programming Services

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.

Command and Control Technologies Corporation
1425 Chaffee Drive, Suite 1, Titusville, FL 32780
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Contract Number: GS-35F-0571N

Period Covered by Contract: May 8, 2003 through May 6, 2013

General Services Administration
Federal Supply Service

Pricelist current through Modification # 7, dated May 27, 2008.

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 APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the 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:

The contract is applicable in all 50 States, District of Columbia, and Puerto Rico.

2. Contractor's Ordering Address and Payment Information:

Ordering Address:

Command and Control Technologies Corporation
Attention: Peter Simons
1425 Chaffee Drive, Suite 1
Titusville, FL 32780
Phone: (321) 264-1193 FAX: (321) 383-5096

Payment Address:

Command and Control Technologies Corporation
Attention: Accounts Receivable
1425 Chaffee Drive, Suite 1
Titusville, FL 32780

Contractors are 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.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

Ordering Assistance: (321) 264-1193 Extension 103

Technical Assistance: (321) 264-1193

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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: 116429895
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 59-3232339

- 4a. CAGE Code: 1D7F0
- 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>132-33</u>	<u>15</u> Days
<u>132-34</u>	<u>7</u> Days
<u>132-50</u>	<u>30</u> Days
<u>132-51</u>	<u>30</u> Days

Expedited delivery is available on all software products under SIN 132-33 and maintenance documentation under 132-34. Overnight and 2-day service is available on items in SIN 132-33 and 132-34.

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 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 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. In addition to the initial discount, CCT offers the following additional discounts to the United States government.

- a. Prompt Payment: 2% -for receipt of payment within 10 business days from receipt of invoice on purchases of software products only.
- b. Quantity
No quantity discount is available.
- c. Dollar Volume
Any single purchase of software licenses in excess of \$50,000 receives an additional 1% discount. Discount does not apply to training or maintenance products.
Any single purchase of labor in excess of \$100,000 receives an additional 1% discount on GSA rates.
- d. Government Educational Institutions
Government educational institutions can purchase one (1) copy of each CCT software product at an additional 50% discount for use in research activities.
Government educational institutions can purchase one (1) copy of each GLG Toolkit software product at an additional 250% discount for use in research activities.
No additional discount is given for labor above that indicated in (c) above.
- e. Other
An additional 5% discount is given on 1 year maintenance contracts on CCT products if they are purchased at the same time as the initial software license.

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

Some Software items in SIN's 132-33 are subject to ITAR restrictions and not available for export at this time without Department of State prior approval..

10. Small Requirements

The minimum dollar value of orders to be issued is \$ 100.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-51 - Information Technology (IT) Professional Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses
- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$10,000
Special Item Number 132-12 – Repair Parts/Spare Parts ONLY

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

12. 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:

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. 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.

(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 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

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

The following products are subject to restrictions on shipping outside of the United States due to their inclusion in the Missile Technology Export Control Regime and International Trafficking in Arms Regulations: Command and Control Toolkit, Spaceport RangeNet, and T-Zero. Shipment of these products outside of the United States require prior approval of the Department of State.

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. 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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The requisitioning 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:

www.cctcorp.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal 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 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)

A. TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

The following warranty provisions apply to all CCT software products:

LIMITED WARRANTY PROVISIONS:

1. **SOFTWARE.** CCT warrants for a period of THIRTY (30) DAYS from the date of purchase that the SOFTWARE will execute its programming instructions as specified in the user documentation when properly installed on the COMPUTER. Due to the complex nature of computer software, CCT does not warrant that the operation of the SOFTWARE will be uninterrupted or error free.
2. **MEDIA.** CCT warrants the media upon which this SOFTWARE is recorded to be free of defects in materials and workmanship under normal use for a period of THIRTY (30) DAYS from the date of purchase.
3. **REMEDIES.** In the event this SOFTWARE fails to execute its programming instructions, or if any media proves to be defective during the warranty period, your remedy shall be to return the media to CCT for replacement. Should CCT be unable to replace the media within a reasonable time, your alternative remedy shall be a refund of the purchase price upon return of the product and all copies.
4. **WARRANTY VOID.** This limited warranty is void if the failure results from abuse, misapplication, or user modification of the software other than that provided for in the user documentation.
5. **NOTICE OF WARRANTY CLAIMS.** You must notify CCT in writing of any warranty claim prior to the expiration of the warranty period.
6. **NO OTHER WARRANTIES.** To the maximum extent permitted by applicable law, CCT disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE. This limited warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusion may not apply to you.
7. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, in no event shall CCT be liable for any lost revenues or profits, loss of data or other special, indirect, incidental or consequential damages, even if CCT has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitations of liability for consequential or incidental damages, the above limitation may not apply to you.

8. **JURISDICTION.** This license is governed by the Laws of the United States or by the Laws of the country in which the product was obtained.
9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE and the documentation are “commercial items” as that term is defined in 48 C.F.R. 2.101 consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, if the licensee hereunder is the U.S. Government or any agency or department thereof, the SOFTWARE and the documentation are licensed hereunder (i) only as a commercial items, and (ii) with only those rights as granted to all other end users pursuant to the terms and conditions hereof.

GENERAL. The parties hereby agree that this agreement and all associated documents will be in the English language.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number (321) 264-1193 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00AM ET to 5:00 PM ET Monday Through Friday excluding holidays.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

Annual maintenance includes delivery of all major software releases and upgrades, e-mail technical support, telephone technical support, remote troubleshooting if available at the customer's site, and access to the technical support web site.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
 - (3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
 - (4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the

computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

*** Not Applicable; CCT does not sell right-to-copy Licenses for its products**

B. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Government.

4. CANCELLATION AND RESCHEDULING

a. The Government will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The Government reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the Government will be charged will be the Government training price in effect at the time of order placement, or the Government price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Government completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

Actual travel including air fare and per diem per Federal Travel Regulations will be billed at course completion.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not Applicable

C. TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)

1. SCOPE

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

2. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

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

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

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering 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.

- (a) When ordering services, ordering offices shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering 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 rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

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

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

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering 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.

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

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

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

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

(1) Inform contractors in the request (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.

(i) **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 should be awarded the BPA. (See FAR 8.404)

(ii) **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 procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

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

(c) The ordering 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.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or 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 best value. (See FAR 8.404)

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

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

4. ORDER

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

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

5. PERFORMANCE OF SERVICES

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

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor 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 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.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE GOVERNMENT

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

9. INDEPENDENT CONTRACTOR

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

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 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.

11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT 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.

12. PAYMENTS

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made

only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Product and Service Description

Command and Control Technologies Corporation specializes in the development of real time command and control systems the aerospace market. Our core product line includes the Command and Control Toolkit,™ a general purpose data acquisition and commanding software package that supports multiple data acquisition front-ends such as telemetry, RS-232/422, 1553, and several PLC based bus architectures. The product has been successfully used in launch control, range safety, and air traffic control environments. In addition we offer Spaceport RangeNet™, an off the shelf range safety data acquisition, display, and decision support software package, and T-Zero,™ a general purpose process control and synchronization software package geared to the management of complex control applications with many interactive parts.

CCT also offers the GLG Toolkit product line from Generic Logic Inc. GLG Toolkit is a graphics builder toolset that allows the user to develop dynamic graphical applications and build custom visual components for Java and C/C++. With the Glg graphics builder you can design complex graphical displays and prototype their dynamic behavior interactively, without spending months coding. The Glg builder environment supports UNIX, Linux, and Windows environments and comes in three editions; basic, professional, and enterprise.

Our service categories are aimed at the development of real time software systems using state of the art software and hardware technologies. Our staff is experience in Linux, Unix, C, C++, Java, XML, and other software development environments. Our staff is also expert in developing custom graphical displays using the Glg graphics builder and integrating the Glg display environment into turn key real time control and monitoring applications.

Service Category Descriptions

Commercial Job Title: Program/Project Manager/Domain Expert

Minimum/General Experience: 10 years of Program/Project Management experience with responsibility for cost, schedule, and technical performance. Skilled in managing professional staff in execution of a project or program. Either practical or educational experience in project cost and schedule control techniques. Experienced in reporting progress of program to senior management. Demonstrated ability to communicate program/project objectives and constraints to staff which are then translated into positive results by the staff.

Functional Responsibility: Responsible for technical, cost, and schedule execution of a project or program. Responsible to ensure that operation is within budgeted amount, and that critical milestones are met. Responsible for ensuring all interfaces required of the program are defined and requirements are met.

Minimum Education: Master's degree in technical or management desirable.

Commercial Job Title: Senior Scientist/Engineer

Minimum/General Experience: 10 years of relevant scientific or engineering experience with responsibility for technical leadership. Advanced knowledge/capabilities in scientific or engineering disciplines appropriate to the task assignment. Scientific background includes chemistry and/or physics. Engineering backgrounds includes one or more of electrical, mechanical, structural, quality and safety.

Functional Responsibility: Plans, conducts, & manages assignments, reviews progress, evaluates results, interfaces with customer, works with other technical & administrative disciplines, performs top level design.

Minimum Education: MS in an appropriate science, engineering or related discipline

Commercial Job Title: Staff Scientist/Engineer

Minimum/General Experience: 4 years of scientific or engineering experience with relevant applications and responsibility for technical assistance to junior technical staff. Skilled scientific or engineering disciplines appropriate to the task assignment. Scientific background includes chemistry and/or physics. Engineering backgrounds includes one or more of electrical, mechanical, structural, quality and safety.

Functional Responsibility: Plans technical staff members with planning technical assignments. Participates in execution of technical tasks. Reports progress, participates in peer reviews, interfaces with customer, works with other technical & administrative disciplines, participates in top level design, planning and execution.

Minimum Education: Bachelors degree in an appropriate science, engineering or related discipline.

Commercial Job Title: Junior Scientist/Engineer

Minimum/General Experience: 0-3 years of relevant scientific or engineering experience with relevant applications. Strong academic familiarity and understanding of scientific or engineering disciplines appropriate to the task assignment. Scientific education includes chemistry and/or physics. Engineering education includes electrical, mechanical, structural, quality and safety.

Functional Responsibility: Participates in designing, coding, testing, debugging, documenting, and performing mathematical and other analyses in support of technical programs.

Minimum Education: Bachelors degree in an appropriate science, engineering or related discipline.

Commercial Job Title: Senior Computer Scientist/Software Engineer

Minimum/General Experience: 10 years of relevant experience with applications theory and implementation as well as responsibility for technical leadership. Advanced knowledge/capabilities in computer software, hardware and network topologies. Background includes experience with functional, object-oriented or other relevant design methodologies as well as a broad set of application architectural theories. Thorough knowledge of one or more of C, C++, Ada, Fortran, JAVA, JDBC, ODBC, SQL, MS Windows operating systems, Unix/Linux, web application servers, HTML.

Functional Responsibility: Plans, conducts, & manages assignments, reviews progress, evaluates results, interfaces with customer, works with other technical & administrative disciplines, performs top level design, plans & assigns personnel, & may assist with performance reviews.

Minimum Education: MS in Computer Science, Computer Engineering, Mathematics or related discipline.

Commercial Job Title: Staff Computer Scientist/Software Engineer

Minimum/General Experience: 4 years of applications design, implementation and testing experience with relevant applications and responsibility for technical assistance to junior technical staff. Skilled in computer software,

hardware and network topologies. Background includes experience with functional, object-oriented or other relevant design methodologies as well as a working familiarity with relevant application architectures. Working knowledge of one or more of C, C++, Ada, Fortran, JAVA, JDBC, ODBC, SQL, MS Windows operating systems, Unix/Linux, web application servers, HTML.

Functional Responsibility: Assists managers and technical staff members with planning assignments. Participates in execution of technical tasks. Reports progress, participates in peer reviews, interfaces with customer, works with other disciplines, participates in design, planning and execution.

Minimum Education: Bachelors degree in Computer Science, Computer Engineering, Mathematics or related discipline.

Commercial Job Title: Junior Computer Scientist/Software Engineer

Minimum/General Experience: 0-3 years of relevant scientific or engineering experience with relevant applications. Strong academic familiarity and understanding of functional, object-oriented or other relevant design methodologies as well as familiarity with relevant application architectures. Familiarity/academic experience with one or more of C, C++, Ada, Fortran, JAVA, JDBC, ODBC, SQL, MS Windows operating systems, Unix/Linux, web application servers, HTML.

Functional Responsibility: Participates in designing, coding, testing, debugging, documenting, and performing and other tasks in support of technical programs.

Minimum Education: Bachelors degree in an appropriate science, engineering or related discipline.

Commercial Job Title: Senior Professional Administration

Minimum/General Experience: 10 years of relevant experience. Excellent communication and organizational skills. Ability to plan administrative support activities and direct others in executing those plans. Ability to utilize common PC automation and administrative tools including word processing, spreadsheet and presentation utilities. Category includes Contract Managers, Financial Analysts, Program Control, and Human Resources.

Functional Responsibility: Plans, conducts & manages a variety of complex administrative functions, including one or more of program control, accounting support, financial support, human relations or business support. Interfaces with customers, works with management, technical and administrative personnel (subordinates and peers).

Minimum Education: Candidate should have a Bachelor's degree in Management, Accounting,/Finance, Human Relations or Business.

Commercial Job Title: Staff Professional Administration

Minimum/General Experience: 4 years of relevant experience. Good communication/organizational skills. Ability to contribute to administrative support planning and to execute those plans under general supervision of Senior Administrator. Ability to utilize common PC automation and administrative tools including word processing, spread-sheet, and presentation utilities. Category includes Contract Managers, Financial Analysts, Program Control, and Human Resources.

Functional Responsibility: Assists in planning/conducting a variety of detailed administrative functions, including one or more of program control, accounting support, financial support, human relations or business support. Interfaces with customers, works with management, technical and administrative personnel (subordinates and peers).

Minimum Education: Candidate should have a Bachelor's degree in Management, Accounting/Finance, Human Relations or Business.

Commercial Job Title: Junior Professional Administration

Minimum/General Experience: 0-3 years of relevant experience. Must possess acceptable communication and organizational skills. Ability to follow administrative support plans with some direction from Senior or Staff Administrator. Ability to utilize common PC automation and administrative tools including word processing, spreadsheet and presentation utilities. Category includes Contract Managers, Financial Analysts, Program Control, and Human Resources.

Functional Responsibility: Assists in conducting a variety of administrative functions one or more of program control, accounting support, financial support, human relations or business support. Interfaces with customers, works with management, technical and administrative personnel.

Minimum Education: Candidate should have a Bachelor's degree in Management, Accounting/Finance, Human Relations or Business.

Commercial Job Title: Senior Technical and Clerical Services

Minimum/General Experience: 10 years of relevant experience with technical program service leadership. Ability to formulate and execute technical support plans for services including technical illustration, graphics, drafting and technology reporting. Excellent written, verbal, graphical and organizational skills.

Functional Responsibility: Plans, conducts, & manages assignments, reviews progress, evaluates results, interfaces with customer, works with other technical & administrative disciplines, plans & assigns personnel, & may assist with performance reviews.

Minimum Education: High school diploma.

Commercial Job Title: Staff Technical and Clerical Services

Minimum/General Experience: 4 years of relevant experience with technical program service. Ability to execute technical support plans for services including technical illustration, graphics, drafting and technology reporting. Solid written, verbal, graphical and organizational skills.

Functional Responsibility: Assist in planning and conducting assignments, reviews progress, reports results, interfaces with customer, works with other technical & administrative disciplines.

Minimum Education: High school diploma.

Commercial Job Title: Junior Technical & Clerical Services

Minimum/General Experience: 0-3 years of relevant experience with technical program service. Ability to support execution technical support plans for services including technical illustration, graphics, drafting and technology reporting. Must possess appropriate written, verbal and graphical skills.

Functional Responsibility: Perform assignments, interface with customers, work with other technical & administrative disciplines.

Minimum Education: High school diploma.

D. PRODUCTS AND SERVICES PRICE LIST

Command and Control Technologies Corporation focuses on information technology products aimed at the real-time, command and control marketplace. CCT products and services are geared towards the development of command and control computer systems based on commercial middleware products with significant custom requirements.

Software Products Overview

Command and Control Toolkit™

Command and Control Toolkit (CCTK) is a data acquisition middleware product that greatly reduces the cost and development time of complex data acquisition/command and control systems. CCTK provides data acquisition, data conversion, display development, data archiving, and data retrieval functions that can be adapted to any command and control or data acquisition application. CCTK provides a powerful application programming interface and acquisition programming interface to enable cost effective customization for specific user needs. CCTK supports Linux hosts, and X-Windows and Windows clients. CCTK supports a wide range of data acquisition interfaces out of the box including PCM telemetry, RS-232/422, high speed Ethernet, Fieldbus, IRIG 106, IRIG 161 and NASA 36 timing, and other PLC interface standards. CCTK also supports interfaces to standard pan/tilt/zoom cameras and mounts, unattended ground sensors, surveillance radar, and tracking radar. CCTK software supports PCI computer architectures running on Linux.

Command and Control Toolkit is offered in two license arrangements:

Individual License - runs on a single computer system with one user. Includes the display builder module.

Runtime Client License - Allows the user to run applications developed under the individual or Development Environment license. Does not include application or display development capabilities.

Purchase of CCTK includes a standard manual set including a User's Guide, Installation Manual, and Administrators Manual.

Purchase of the CCTK development environment also includes the Developer's Manual.

T-Zero™

A general purpose task development and sequencing tool capable of managing the complex tasks involved in multi-user command and control applications such as launch vehicle processing, UAV operations, or process control. T-Zero is based on XML and presents a familiar Gantt chart interface to complex processes. T-Zero support prerequisite and reactive procedures, parallel processes, and timed processes in an interactive fashion.

T-Zero requires a Command and Control Toolkit License to operate.

T-Zero is available on Linux and SGI IRIX operating systems.

A T-Zero User's Manual is included with each license purchased.

GLG Toolkit

GLG Toolkit is a state-of-the-art framework for developing highly graphical dynamic interfaces: not just simple buttons and menus, but fully animated graphical objects that show dynamic data and react to users' interactions. It is not just a drawing tool for creating "pretty pictures" (there are plenty), but a graphical engine that allows developers to define graphical objects and interact with them from a program. It is uniquely targeted towards an application developer, converting a tedious job of coding low-level graphics into an engaging interactive design of high-level behavior.

The [Graphics Builder](#) plays the central role in the Toolkit. The Builder allows the developer to define the look of an interface independent of its functionality, and change it at any time without touching the code, avoiding time-consuming compile-link cycles. It provides easy access to any and all advanced features of GLG graphical objects, including [constraints](#), [2D and 3D dynamics](#), [custom events](#), [viewport](#) and [image](#) objects, [layering](#) and [subdrawings](#), [groups](#) and [object hierarchies](#).

Software Products Price List

CCTK Products

Product Number	Description	GSA Price
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SW-CCTK-SL-L-2.0	Command and Control Toolkit Individual License Version 2.X for Linux/Intel computers	\$9,975
SW-CCTK-CL-W-2.0	Command and Control Toolkit Full Client License	\$3,511
SWO-DEV-SL-L-2.0	Development Environment for Command and Control Toolkit 2.0 including C/C++ application programming library for Linux/Intel Computers	\$20,349
SW-MAP-SL-L-2.x	Geographic Information System Display Environment (Linux)	\$3600
SW-DCW-SL	GIS Digital Chart of the World for use with GIS Display Environment	\$960
SW-TIG-STATE-SL	GIS Digital Chart of Tiger GLM Data Base for s single US State for use with GIS Display Environment	\$200
SW-TIG-US-SL	GIS Digital Chart of Tiger GLM Data Base for all US States for use with GIS Display Environment	\$1,000
TS-CCTK-DOC	Extra documentation set for Command and Control Toolkit	\$40
SW-WEB-SL-L-2.0	CCTK Web Server 2.X License for Linux/Intel Computers	\$7,980
SW-TMCI-SL-P	PCM Telemetry software option(PCI)	\$5,985
SW-TSCI-SL-P	PCM Telemetry Simulator software option (PCI)	\$2,394
SW-TMBSCI-SL-P	PCM Bit Sync Interface Software	\$2,394
SW-FBCI-SL-V	Fieldbus/Interbus software option	\$2,394
SW-TKCI-SL-P	Tracking/Radar Interfaces (Various Formats Supported)	\$2,394
SW-STSCI-SL-P	Surveillance Radar Interface Software (Call for supported radar platforms)	\$2,394
SW-IRCI-SL-P	IRIG UTC Decoder Interface (PCI)	\$958
SW-GPCI-SL-P	IRIG UTC Decoder Interface with GPS (PCI)	\$1,596
SW-N3CI-SL-P	NASA-36 Timing Interface (PCI)	\$960
SW-SECI-SL	Unattended Ground Sensor Interface (Call for Manufacturer Support)	\$960
SW-VICI-SL	PTX Camera Control Interface (Call for manufacturers supported)	\$1,200
SW_CATCI-SL-P	Camera Auto-Track Manager Software	\$2,394
SW-MDCI-SL-P	Sync Serial Interface Software	\$2,394
SW-TZ-SL-L-2.0	T-Zero 2.0 Individual License (Linux) (requires CCTK 2.0)	\$9,975
SW-TZ-CL-W-2.0	T-Zero 2.0 Client License, includes JRE 2.2+, XML Editor	\$1,197

Glg Toolkit Products

Product Number	Description	GSA Price
SW-GLG-B-W	GLG Toolkit Basic Edition for Windows (Includes one library for either C/C++, Java, or ActiveX)	\$331.63
SW-GLG-B-L	GLG Toolkit Basic Edition for Linux (Includes one library for either C/C++, Java, or ActiveX)	\$331.63

SW-GLG-B-U	GLG Toolkit Basic Edition for all UNIX (Includes one library for either C/C++, Java, or ActiveX)	\$469
SW-ADL-B-W	Additional Library for C/C++, Java, or ActiveX for Basic Edition for Windows	\$118.45
SW-ADL-B-L	Additional Library for C/C++, Java, or ActiveX for Basic Edition for Linux	\$118.45
SW-ADL-B-U	Additional Library for C/C++, java, or ActiveX for Basic Edition for all UNIX	\$232.16
SW-GLG-P-W	Glg Toolkit Professional Edition (Includes one library for either C/C++, Java or ActiveX) for Windows	\$1,089.63
SW-GLG-P-L	Glg Toolkit Professional Edition (Includes one library for either C/C++, Java or ActiveX) for Linux	\$1,089.63
SW-GLG-P-U	Glg Toolkit Professional Edition (Includes one library for either C/C++, Java or ActiveX) for all UNIX	\$1,421.25
SW-ADL-P-W	Additional Library for C/C++, Java, or ActiveX for Professional Edition for Windows	\$236.91
SW-ADL-P-L	Additional Library for C/C++, Java, or ActiveX for Professional Edition for Linux	\$236.91
SW-ADL-P-U	Additional Library for C/C++, Java, or ActiveX for Professional Edition for UNIX	\$331.67
SW-GLG-E-W	Glg Toolkit Enterprise Edition (Includes one library for either C/C++, Java or ActiveX) for Windows	\$2037.39
SW-GLG-E-L	Glg Toolkit Professional Edition (Includes one library for either C/C++, Java or ActiveX) for Linux	\$2037.39
SW-GKG-E-U	Glg Toolkit Professional Edition (Includes one library for either C/C++, Java or ActiveX) for all UNIX	\$3032.40
SW-ADL-E-W	Additional Library for C/C++, Java, or ActiveX for Enterprise Edition for Windows	\$331.67
SW-ADL-E-L	Additional Library for C/C++, Java, or ActiveX for Enterprise Edition for Linux	\$331.67
SW-ADL-E-U	Additional Library for C/C++, Java, or ActiveX for Enterprise Edition for all UNIX	\$469.07
SW-GLG-MSTK-W	Map Server Toolkit Component for Windows	\$1,089.63
SW-GLG-MSTK-L	Map Server Toolkit Component for Linux	\$1,373.88
SW-GLG-MSTK-U	Map Server Toolkit Component for UNIX	\$2,274.00
SW-GLG-MS-W	Map Server for Windows	\$1,847.63
SW-GLG-MS-L	Map Server for Linux	\$2,368.75
SW-GLG-MS-U	Map Server for UNIX	\$3,316.25
SW-GLG-WID-2D	2D Graphs Widget Set	\$142.14
SW-GLG-WID-3D	3D Graphs Widget Set	\$142.14
SW-GLG-WID-CON	Controls Widget Set	\$142.14

SW-GLG-WID-PRO	Process Control Symbols Widget Set	\$142.14
SW-GLG-WID-AVI	Avionics Controls Widget Set	\$142.14
SW-GLG-WID-SPE	Special Widgets Set	\$142.14
SW-EAPI-J	Extended API for JAVA	\$1374.06
SW-EAPI-AX-W	Extended API for ActiveX Controls, available for Windows only	\$947.63
SW-EAPI-C-W	Extended API for C/C++ for Windows	\$1658.34
SW-EAPI-C-L	Extended API for C/C++ for Linux	\$1658.34
SW-EAPI-C-L	Extended API for C/C++ for all UNIX	\$3316.69
SW-GLG-DXF	DXF Converter	\$1137.15
SW-GLG-DOC	Printed Documentation	\$75.00
SW-GLG-ESUP	E-Mail support for one year on Glg products	\$290.00
SW-GLG-PSUP	Priority support for 1 year on Glg products	\$980.00

Maintenance Products

Product Number	Description	GSA Price
TS-MA-SW	Software maintenance agreement for 1 year on any CCT software product. Includes technical assistance via e-mail, phone, remote access where available, and product upgrades for 1 year. Maintenance for custom software not available through GSA.	20% of total purchase
TS-MA-GLG	Upgrade Software Maintenance for 1 year on all Glg products.	20% of total purchase
TS-MA-SW-RE	Reinstatement fee for lapsed maintenance agreements. Includes bringing software up to current revisions.	30% of total base price

Training Products

Product Number	Description	GSA Price
TS-5DAY-OPTR	5 Day CCTK operator training class for up to 12 students. Covers basic operation of the Command and Control Toolkit product. (Does not include travel cost and per diem cost for the instructor) Prerequisite: None Class Size: Minimum 1 students Maximum 12 Location offered at customer site only	\$9,975
TS-5DAY-DEVTR	5 Day CCTK developer training class for up to 12 students. Covers advanced development topics such including the use of the Command and Control Toolkit Application Programming Interface, Display Development, and Data Acquisition Interface Development. (Does not include travel cost and per diem cost for the instructor) Prerequisite: Completion of Operator training Course Class Size: Minimum 1 students Maximum 12 Location: offered at customer site only	\$9,975

TS-XDAY-TR	Additional 1 day training for CCTK add ons if purchased in conjunction with a full training course. (Does not include additional instructor per diem)	\$778
TS-XSTU-TR	Additional student in any training course. Price is per day per student.	\$96
TS-1DAY-INSITE	One day Insite training course for up to 12 students (Does not include travel cost and per diem cost for the instructor) Prerequisite: None Class Size: Minimum 1 students Maximum 12 Location: offered at customer site only	\$2,992

Software And Computer System Engineering Services

Labor No.	Position	GSA Price
CO-DE	Domain Expert	\$142.04
CO-PM	Project Manager	\$107.31
CO-SS	Senior Scientist/Engineer	\$105.37
CO-ST5	Staff Scientist/Engineer	\$80.85
CO-ES	Entry Level Scientist/Engineer	\$56.08
CO-SC	Senior Computer/Network Scientist	\$105.37
CO-STC	Staff Computer/Network Scientist	\$80.85
CO-EC	Entry Level Computer/Network Scientist	\$56.08
CO-SPA	Senior Professional Administration	\$50.04
CO-STPA	Staff Professional Administration	\$40.03
CO-EPA	Entry Level Professional Administration	\$30.03
CO-STE	Senior Technical and Clerical Services	\$30.79
CO-STTE	Staff Technical and Clerical Services	\$24.61
CO-ET	Entry Level Technical and Clerical Services	\$18.42

E. USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small 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 Federal Government contracts. To accelerate potential opportunities please contact Peter C. Simons, President Phone: (321) 264-1193, simonspc@cctcorp.com, Fax (321) 383-5096.

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:

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(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:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

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

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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

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