



Corporate Headquarters
Command Technology, Incorporated
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**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-51 Information Technology (IT) Professional Services

FPDS Code D301 IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE
FPDS Code D302 IT AND TELECOM- SYSTEMS DEVELOPMENT
FPDS Code D306 IT AND TELECOM- SYSTEMS ANALYSIS
FPDS Code D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE
FPDS Code D308 IT AND TELECOM- PROGRAMMING
FPDS Code D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP
FPDS Code D311 IT AND TELECOM- DATA CONVERSION
FPDS Code D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT
FPDS Code D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
FPDS Code D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage, a menu driven database system. The internet address for GSA Advantage is <http://GSAAdvantage.gov>

Federal Supply Group: 070 SIN: 132-33, 132-34, and 132-51
Contract Number: GS-35F-497BA
Contract Period: August 29, 2014 to August 29, 2019
Prices Shown Herein are Net (discount deducted)

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.gsa.gov/schedules-ordering>

Contractor: Command Technology, Inc.
Business Size: Small, Woman Owned
Address: 404 Thames Street, Groton, CT 06340
Phone: 860-445-0156
Fax: 860-445-2010
Web Site: www.commandtech.com
E-mail: iboris@commandtech.com
Contract Administration: Igor Boris

EXECUTIVE SUMMARY

Command Technology Inc. is a Microsoft Solutions Provider and uses the Microsoft's Visual Studio development environment. CTI's experience includes configuration of Microsoft Operating Systems (Server to Desktops), networking protocols, Internet Information Services (IIS6). CTI has had additional exposure to DOD security requirements in application deployment/configuration, as well as, data at rest. CTI currently hosts internet-based applications in-house on CTI maintained servers. CTI also delivers configured turnkey Servers for off-site support. CTI can also support configuration of Virtual Machines (VM Ware) and deployment of VM runtime files.

CTI's programming staff is fluent in most compiler languages such as C, Pascal, Basic, Fortran. Our core products are compiled in C# (Microsoft's Visual Studio compiler) and Pascal (Borland's Delphi compiler). CTI also supports scripting languages such as Visual Basic Script, Javascript and PERL.

CTI is proficient in most document storage format types. CTI has developed in-house tools, as well as, commercial products made to decipher, manipulate, convert, display and distribute many document types. Our expertise includes XML, SGML, PDF, HTML, PostScript file types. CTI has experience in and has deployed applications supporting MIL-SPEC, S1000D and ATA document type specifications dictating style, format and structure.

CTI has strong database experience. This experience includes database design (schema design, normalization, indexing, table creation) and data manipulation (such as SQL queries, report generation, transactional processes, backup, stored procedures, PLSQL scripting). CTI supports most SQL compliant database servers such as Oracle and MS SQL Server. CTI also has experience in providing services of mapping external source data types (SGML, PDF, ASCII, second party databases...) into existing database schemas.

Command Technology Inc. has experience in personalized traffic filtering and other database-driven aspects to update personal communication devices. CTI has an in-depth understanding of the risks and dangers involved in Data Distribution. For example, if the end user does not have the latest technical change to a TO, or, if the TOMA does not have a clear understanding of what/where the current configuration (change) to a specific TO is at, then equipment gets damaged and personnel are at risk.

CTI has deployed applications in the commercial aviation industry, in which FAA guidelines must be followed. These guidelines include timely updates, notifications and configuration systems. The ability to recall historical information was also mandatory. In addition, CTI and Lockheed have developed a distribution system for GCSS Air Force that can communicate with External Subscription Management Systems (such as ETIMS). This system covered the conversion of SGML into deliverable packaged files. The packaged files are validated by a TOMA and uploaded to a Web Server. Once this file is authorized for distribution, an automated process updates web site information and is pushed down for automatic updates of each registered client connection (Laptops, workstations, servers...).

CTI understands the concept and purposes for Supersede, Removal/Available for distribution, validation verification processes, roles and responsibilities (TOMAs, TODAs...), supplemental and FMS handling. CTI also has a realistic perspective as to the amount of data and the scope involved in supporting Weapon Systems with TOs in a timely fashion

Command Technology software has already been integrated within the GCSS–AF environment. Command Technology’s team is very knowledgeable of GCSS-AF and understands the GCSS-AF environment as the result of past tasks from GCSS. Lockheed Martin is the prime contractor for the sustainment and development of Air Force Data Services. This large enterprise data warehouse supports decision-making capabilities at all levels of the Air Force. It enables users to design and customize ad-hoc queries that return valuable timely information on almost any topic within the Air Force scope of operations. Commanders can use AF Data Services to generate reports, to obtain key metrics on personnel, supply, maintenance, and a host of other areas.

Command Technology Inc. is the developer of the CPS system and under task from GCSS worked with TMSS to develop FOSIs for the display of TOs. Command Technology Inc. has a Sustainment Contract from GCSS to update and support CPS software.

1. INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

Special Notice To Agencies: Small Business Participation

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

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ 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 micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1.1. Geographic Scope of Contract:

The geographic scope of this contract is limited to the geographic region identified in the product/service description in the pricelist.

1.2. Contractor's Ordering Address And Payment Information:

Command Technology, Inc.

404 Thames Street

Groton, CT 06340

Phone: (860) 445-0156 ext. 100 Fax: (860) 446-2010

Email: iboris@commandtech.com

Attention: Igor Boris

As indicated on the invoice, 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 accepted 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: (860) 445-0156

1.3. 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.

1.4. 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: 024599201
Block 30: Type of Contractor: A. Small Business
Block 31: Woman-Owned Small Business: Yes
Block 36: Contractor's Taxpayer Identification Number (TIN): 061044149

1.4a. CAGE Code: 3T274

1.4b. CCR Registration: YES

1.5. FOB Destination.

Our delivery of both products and services is within the 48 contiguous states.

1.6. 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
132-33	30 Days
132-34	30 Days
132-51	As per negotiated delivery order

(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. (Telephone 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.

1.7. Discounts

Prices shown are NET Prices; Basic Discounts have been deducted.

(a) Prompt Payment: NET 30 DAYS

(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

1.8. 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.

1.9. Statement Concerning Availability of Export Packing

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

1.10. Small Requirements

The minimum dollar value of orders to be issued is \$100.00.

1.11. Maximum Order

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

Special Item Number 132-33 - Perpetual Software License

Special Item Number 132-34 - Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

1.12. Use of Federal Supply Service Information Technology Schedule Contracts: In accordance with FAR 8.404

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5.

GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold.

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

- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.

Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists or at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider:

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

- c. Orders exceeding the maximum order threshold.

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

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

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

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

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

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

d. Blanket purchase agreements (BPAs).

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

e. Price Reductions.

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

f. Small business.

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

g. Documentation.

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

1.13. 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.

1.13.1 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.

1.13.2 Federal Telecommunication Standards (FED-STDS)

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

1.14. Security Requirements

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

1.15. Contract Administration for Ordering Offices

Any ordering activity, with respect to any one or more delivery orders placed by it under this

contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

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. The 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 category(ies).

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

1.17. Purchase of Open Market Items

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

For administrative convenience, an ordering office 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

- a. 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));
- b. The ordering office contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

1.18. Contractor Commitments, Warranties and Representations

1. 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, or 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.

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

1.19. 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:

Orders will be accepted on a case-by-case basis for requirements outside the geographic scope of this contract identified in Section 1 above.

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.

1.20. Blanket Purchase Agreements (BPAs)

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

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

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contracts to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders.

In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature.

See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

1.21. 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.

1.22. Installation, De-installation, 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 clauses 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, de-installation, and reinstallation services under SIN 132-8.

1.23. 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: <http://www.vetcomm.com>. The EIT standard can be found at: <http://www.Sect1on508.gov>.

1.24. Prime Contractor Ordering From Federal Supply Schedules

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

1. A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
2. 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.

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

Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance 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.

Guarantee/Warranty

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated is to replace any defective item at no charge. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

b. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (860) 445-0156 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday, 8am to 5pm EST.

Software Maintenance

a. Software maintenance service shall include the following:

- Providing updates to the core software
- Providing technical support for client-specific issues

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.

Periods of Maintenance License (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 license may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of maintenance license 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 license orders citing the new appropriation shall be required, if the maintenance license is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity 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 activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance license is to be terminated at that time. Orders for the continuation of maintenance license will be required if the maintenance license is to be continued during the subsequent period.

Term License Cessation

Contractor does not offer this option.

Utilization Limitations - (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 ordering activity, 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 ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (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 ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity 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 ordering activity'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 ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity 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 ordering activity who have the ordering activity'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 ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity 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 ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity 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.

Software Conversions - (132-33)

Full monetary credit will be allowed to the ordering activity 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.

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.

Product Name: C2+

Description: Class V Interactive Electronic Technical Manual

- C2+ Software is a XML / Database oriented Integrated Electronic Technical Information System (IETIS). The C2+ product contains technical information, and other user-applications (such as diagnostics, inventory and procurement, computer-based training, maintenance and inspection reporting) specifically maintained in an object-oriented hierarchical database structure.
- For the Maintenance Repair and Overhaul (MRO) Process, the C2+ Configuration Matrix™ provides detailed information on every part number (i.e. up / down parts, set parts, related service bulletins, optional parts, and applicable models, etc.) with all related documents hyper-linked for a total picture.

- C2+ provides the ability to place part orders right at the point of need and is capable of interfacing with other logistical elements such as SAP.
- C2+ Software enables seamless integration of all Maintenance, Repair and Overhaul data with the corresponding Inventory Management and E-Commerce access providing the users with point and click ability to place Parts Orders right at the time and point of need.

Product Name: C2

Description: Class III/IV Interactive Electronic Technical Manual

- C2 Software is an Interactive display of technical information based on structured XML, HTML or SGML documents with enhanced capabilities for capabilities to interact with other Information Systems.
- For the Illustrated Parts Catalog, the C2 Configuration Matrix™ provides detailed information on every part number (i.e. up / down parts, set parts, related service bulletins, optional parts, and applicable models, etc.) with all related documents hyper-linked for a total picture.
- C2 provides the ability to place part orders right at the point of need and is capable of interfacing with other logistical information systems such as SAP.

END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

LICENSE AGREEMENT FOR COMMAND TECHNOLOGY INC., SOFTWARE.

This COMMAND TECHNOLOGY INC., Software License Agreement ("CTILA") is a legally binding license agreement between the GSA Customer ("You") and COMMAND TECHNOLOGY INC., for the COMMAND TECHNOLOGY INC., SOFTWARE identified above and as further defined in this CTILA.

BY EXECUTING THIS AGREEMENT IN WRITING YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CTILA.

THE SOFTWARE ARE IS PROTECTED BY U.S. COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. COMMAND TECHNOLOGY INC., IS AND SHALL REMAIN THE OWNER OF ALL INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE AND SHALL REMAIN THE OWNER OF ALL COPIES OF THE SOFTWARE. THE SOFTWARE IS LICENSED TO YOU ON A NON-EXCLUSIVE, NON-ASSIGNABLE, NON-TRANSFERABLE, LIMITED, BASIS, NOT SOLD.

YOU ACKNOWLEDGE AND AGREE: (A) THAT YOU ARE NOT AN OWNER OF THE SOFTWARE OR ANY COPIES OF THE SOFTWARE; (B) THAT YOU ARE A MERE LICENSEE OF THE SOFTWARE AND ANY COPIES OF THE SOFTWARE WITHOUT ANY RIGHT TO FURTHER TRANSFER OR DISTRIBUTE THE SOFTWARE OR ANY COPIES OF THE SOFTWARE OR PROVIDE ACCESS TO THE SOFTWARE IN ANY MANNER EXCEPT TO YOUR DULY LICENSES EMPLOYEES, AGENTS, CONSULTANTS AND/OR INDEPENDENT CONTRACTORS

(COLLECTIVELY REFERRED TO AS “PERSONNEL,” HEREINAFTER) WITHOUT COMMAND TECHNOLOGY INC.’S PRIOR WRITTEN CONSENT; AND (C) NOT TO INITIATE ANY PROCEEDINGS INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS CTILA.

1. GUARANTEE/WARRANTY

a. There is a one year warranty to replace any defective item at no charge. Command Technology Inc., warrants and implies that the items delivered hereunder are merchantable and fit for use.

b. Limitation of Liability. Except, as otherwise provided by an express or implied warranty, Command Technology Inc., will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

2. SOFTWARE/MAINTENANCE SUPPORT SERVICES

- Web Support 24x7
- Dedicated Call-In Technical Support
- Knowledge Database Access – searchable for tips and time saving techniques

3. ADDRESSES AND COMMUNICATIONS

Command Technology Inc.

404 Thames Street

Groton, CT 06340

(860) 445-0156

Email: support@commandtech.com

4. DEFINITIONS

A. ‘CTILA’ means COMMAND TECHNOLOGY INC., Software License Agreement.

B. ‘Maintained Software’ means a registered copy of the Command Technology Inc. Software Product licensed to the end-user. If the licensee of the Maintained Software is a Government agency or instrumentality, the “end-user” as used in this Agreement refers to that entity.

C. ‘Support Contact’ means the person authorized by the end-user on the Maintenance Registration Form to communicate with Command Technology Inc. to request and receive the Maintenance Services. The Support Contact may be the end-user, your personnel who provide services directly to the end-user as the Licensee of the Maintained Software. The Support Contact should be knowledgeable about how the Maintained Software is being used and about the computer/operating system on which Maintained Software is executed.

D. ‘Discrepancy’ means a defect in the distribution media or material difference between the operation of the Maintained Software and the description of the operation of the Maintained Software as provided in current end-user documentation provided for the Maintained Software by Command Technology Inc.

E. 'Correction' means replacement distribution media or corrective code or documentation which rectifies a Discrepancy as described above. Command Technology Inc. may, at its discretion, modify the end-user documentation to (i) remove inaccuracies in the documentation, or (ii) describes changes, modifications or improvements made to the Maintained Software. 'Correction' includes, but is not limited to, workarounds, support releases, update disks, immediate correction disks, component replacements and patches.

F. 'Priority 1 Discrepancy' means a Discrepancy in the Maintained Software which causes substantial downtime of the system, or which causes data corruption, or which otherwise renders the Maintained Software unusable. Discrepancies given this priority have no viable workaround or avoidance procedure.

G. 'Priority 2 Discrepancy' means a significant Discrepancy in the Maintained Software which results in inconvenience to users of the Maintained Software, but for which a workaround or avoidance procedure is available.

H. 'Priority 3 Discrepancy' means a Discrepancy in the Maintained Software which can easily be avoided or detoured. For example, errors in the documentation receive this priority.

5. 'AGREEMENT' MEANS THIS SOFTWARE LICENCE AGREEMENT

6. MAJOR UPGRADE RELEASE

Command Technology Inc. intends, at least once per calendar year, to prepare major upgrade releases of the Maintained Software. Such releases will contain a new set of software, and, may contain replacements for all or some of the existing documentation sets. If prepared, this major upgrade release will be sent to you under this Agreement without additional charge.

7. FIXES TO REPORTED DISCREPANCIES

In response to a confirmed Discrepancy in the Maintained Software, Command Technology Inc. shall use reasonable efforts to provide on an as-needed basis at its discretion, a Correction in the form of a workaround, support release, update disk, immediate correction disk, or electronic transfer equivalent, component replacement, patch, major upgrade release, or other suitable form, but Command Technology Inc. cannot guarantee that it will do so. When provided under this Agreement, such Correction will be provided without additional charge.

8. ACCESS TO COMMAND TECHNOLOGY, INC. SOFTWARE PRODUCT SUPPORT STAFF

Command Technology Inc.'s Software Product Support Staff is available via email during regular business hours at our office listed in Section 3 to give assistance and advice on Command Technology Inc.'s Software products or to receive Discrepancy reports. At our discretion, we may allocate your support request based on availability of staff and experience to a named individual. Occasionally, the Product Support Staff will not be available while they are attending group training sessions or company meetings. You may also use regular or overnight delivery services or telephone once assigned to a named individual to communicate with our Product Support Staff. The Command Technology Inc. web site 'www.commandtech.com' also provides you with a wide variety of information and sample code. In some cases, the web site will be used as a delivery mechanism for

some Corrections. Our Product Support staff will, with your assistance if necessary, investigate a suspected Discrepancy by attempting to reproduce it after receiving your Discrepancy report under Section 10 below.

9. SOFTWARE NOT COVERED BY THIS AGREEMENT

- A. Altered or modified Maintained Software
- B. Any combination of Maintained Software and other software not covered by this Agreement.
- C. A Release of Maintained Software for which Maintenance Services has been discontinued.
- D. Discrepancies caused by end-user's negligence or fault.
- E. Discrepancies resulting from hardware malfunction.
- F. Discrepancies that do not significantly impair or affect the operation of the Maintained Software.
- G. Maintained Software used on a computer or operating system other than that specified by the end-user and accepted by Command Technology Inc. in an Order.

10. YOUR RESPONSIBILITIES

The end-user(s) agree to report all suspected Discrepancies through your Support Contact to the Command Technology Inc. Software Product Support staff. The end-user agrees to use reasonable efforts to assist Command Technology Inc. in its efforts to find Corrections to confirmed Discrepancies reported by the end-user. The end-user agrees to install and use the newest release or change disk for the Maintained Software sent to the end-user by Command Technology Inc. within thirty (30) days of receipt. In all contacts with Command Technology Inc. Software Product Support, the end-user agrees to provide the product serial number given to the end-user by Command Technology Inc. Software, along with the end-user's name and the name and address of the Government agency or instrumentality that contracted for the maintenance.

11. ADDITIONAL SERVICES AND CHARGES

Command Technology Inc. may offer additional services such as training and consulting under separate Orders. Such services can be performed at a site and time mutually agreeable. Such services considered outside of the range of normal support services are (1) debugging application coding errors in a customer's application, (2) debugging problems in non-Command Technology Inc. supported products, or in combinations of Command Technology Inc. supported and non-supported products where the problem occurs in the non-Command Technology Inc. Software product, and (3) other cases where it is judged highly likely that the suspected problem is not the responsibility of Command Technology Inc. Software. When a situation occurs where a reported problem is likely to fall outside of the range of supported services, you will be so advised and offered the opportunity to execute a new or modified GSA Customer Purchase Order for the additional services. Should we find that the problem is, indeed, caused by a supported product, no charges will be incurred. Should you not concur that the requested service falls out of the bounds of supported services under this Agreement; you must follow the disputes resolution process in the underlying GSA Schedule Contract.

13. TERM AND TERMINATION

This Agreement will be effective and services provided hereunder will continue for the period of time stated in the applicable Order. The services provided hereunder will cease one year from the commencement of services under this Agreement, unless a new GSA Customer Purchase Order is executed. This Agreement will remain in effect unless terminated as provided in the FAR, the underlying GSA Schedule Contract and/or any applicable Orders. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Command Technology shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. It is your responsibility to renew maintenance prior to the Maintenance Expiration Date. To register for a further year of maintenance under this Agreement you must execute a new or modified GSA Customer Purchase Order. If you allow your maintenance to expire, you will be required to purchase an upgrade to the current version of the product in order to register for a new maintenance period. If you have previously received the current upgrade version, the start of the new maintenance period will be backdated to begin on the date that the previous maintenance period expired. You must then fill out a Maintenance Registration Form and return it to Command Technology Inc. at the address denoted in section 3. You will then receive an invoice for the appropriate amount.

14. MISCELLANEOUS

YOU MAY NOT ASSIGN THIS AGREEMENT TO A THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF COMMAND TECHNOLOGY INC. THIS AGREEMENT, THE UNDERLYING GSA SCHEDULE CONTRACT, THE SCHEDULE PRICE LIST AND ANY APPLICABLE GSA CUSTOMER PURCHASE ORDERS ARE THE ONLY AGREEMENTS BETWEEN COMMAND TECHNOLOGY INC. AND YOU WITH RESPECT TO THE MAINTAINED SOFTWARE. THEY CANNOT BE MODIFIED EXCEPT IN WRITING AND WITH THE APPROVAL OF BOTH PARTIES. THESE AGREEMENTS SUPERSEDE ALL PRIOR AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE MAINTAINED SOFTWARE. THIS AGREEMENT, HOWEVER SHALL NOT TAKE PRECEDENCE OVER THE TERMS OF THE UNDERLYING GSA SCHEDULE CONTRACT OR ANY SPECIFIC, NEGOTIATED TERMS ON THE GSA CUSTOMER'S PURCHASE ORDER. THE LAWS OF THE UNITED STATES SHALL GOVERN THE VALIDITY OF THESE AGREEMENTS, THE CONSTRUCTION OF THEIR TERMS AND THE INTERPRETATION OF THE RIGHTS AND DUTIES OF THE PARTIES.

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

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.

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.

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:

(i) 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)

(ii) 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.

- **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)
- **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)

(iii) 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.

(iv) 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.

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.

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/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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.

Responsibilities of the Contractor

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

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.

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.

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.

Invoices

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

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.

Resumes

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

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.

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.

Description of IT Services and Pricing

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Number 132-52. IT Services should be presented in the same manner as the Contractor sells to its commercial and other Government customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

Description of Services

Command Technology offers a full range of services under the GSA Information Technology Schedule contract, including all areas under Special Item Number (SIN) 132-51 as follows:

IT Facility Operation and Maintenance (FDPS Code D301):

Command Technology offers resources and facilities/systems management services across a wide range of architectures, and commercial ADP equipment and software. We provide facility planning; client/server migrations; operational support; technical support; end user support; help desk operations; computer operations; remedial and preventive maintenance management; security management; communications operations; system performance analysis and management; systems tuning; systems programming; product evaluation and recommendations; and security analysis, implementation and management.

IT Systems Development Services (FDPS Code D302):

Command Technology provides full systems development life cycle services including requirements analysis, process analysis and design, cost/benefit analysis, product evaluation and analysis, quality assurance planning, test planning, training, logical and physical database design, programming, configuration management, and implementation and support. Consistent and flexible methodologies are employed organization-wide according to the Software Engineering Institute (SEI) Capability Maturity Model, for consistent results. For each project, Command Technology furnishes complete documentation and deliverables in accordance with the approved methodology.

IT Systems Analysis Services (FPDS Code D306):

Command Technology offers the analysis and design of a broad variety of information, business, and scientific systems applications. Command Technology analyzes business processes and, through intensive interaction with the user and technical communities, documents current and improved processes, defines requirements, and submits results to the customer for review and approval. Upon approval, Command Technology designs the application using state-of-the-art methodologies, techniques and tools. We will use either a customer defined methodology or a Command Technology methodology to execute these services. These methodologies can include business process reengineering, prototyping, and pilot tests. Also included in this area are systems and

applications software maintenance. For each project, Command Technology furnishes complete documentation and deliverables in accordance with the approved methodology for users and systems personnel.

Automated Information Systems Design and Integration Services (FDPS Code D307):

Command Technology designs and develops systems for a wide range of applications, fully integrating hardware, software, and communications according to customer needs. All hardware platforms from microcomputer client/server systems to supercomputers are supported. Services for local, metropolitan, and wide area networks include, but are not limited to: network requirements analysis, planning, design, engineering, installation, operations, help desk support, performance monitoring, performance tuning, security management, firewall design and construction, and classified support. For each project, Command Technology furnishes complete documentation and deliverables in accordance with the approved methodology for users and systems personnel.

Programming Services (FPDS Code D308):

TI Consulting provides code analyses and provides cost/schedule estimates to perform analyses; updating existing code; creating new code; installing new software and performing training on new systems/software; and performing other programming services as required.

IT Data Conversion Services (FPDS Code D311):

TI Consulting provides data collection and conversion services. This includes converting historical data (as necessary) into a form which is readable by modern programs.

IT Network Management Services (FDPS Code 316):

Command Technology provides the full range of LAN/WAN telecommunications management. We design, install, and manage all sizes of networks for voice, data, and secure communications. Functional needs include backbone, enterprise-wide, Internet, and videoconferencing communications. Network systems administration and monitoring are performed according to enterprise and industry standards. For each project, Command Technology furnishes complete documentation and deliverables in accordance with the approved task order.

Other Information Technology Services, Not Elsewhere Classified (FDPS Code D399):

Systems Installation. Command Technology offers complete installation services for networks, end user computing systems, and COTS and custom software. The installation includes, but is not limited to: analysis of system being installed; identification of all needed materials, software, and hardware; design of a comprehensive testing and verification plan; coordination with all affected organizations; full hardware and software installation; execution of the system test plan; participation in the user acceptance test; and post-installation reviews. For each project, Command Technology furnishes complete documentation and deliverables in accordance with the approved methodology for users and systems personnel.

Strategic Information Technologies Planning, Program Assessment, and Studies. Command Technology offers services to support the development, analysis and implementation of information technologies strategies and architectures. Services include program planning and assessment, risk/trade-off analyses, requirements analyses, alternative analyses, and feasibility studies. Unique industry expertise may be provided in specialty areas.

4. PRODUCTS AND SERVICES PRICELIST
GSA Final Pricing

Professional Services Hourly Price List

SIN	Labor Category	GSA Hourly Rate
132-51	Administrative Assistant	\$29.50
132-51	Computer Specialist	\$102.45
132-51	Graphics Designer	\$46.49
132-51	Programmer I	\$83.67
132-51	Programmer II	\$69.87
132-51	Programmer III	\$63.91
132-51	Project Manager I	\$110.33
132-51	Project Manager II	\$62.73
132-51	Project Manager III	\$57.38
132-51	IT Engineer II	\$61.65
132-51	IT Engineer IV	\$72.94
132-51	IT Engineer V	\$80.63

1c. Products -

SOFTWARE PRODUCTS

Product Price List

SIN	Manufacturer	Manufacturer Part No.	Product Description		GSA Final Price
132-33	Command	C2	Class III IETM	per seat	\$754.21
132-33	Command	C2+	Class V IETM	per seat	\$1173.36

Product Maintenance Price List

SIN	Manufacturer	Manufacturer Part No.	Product Description		GSA Final Price
132-34	Command	C2	Class III IETM	Annual	\$150.46
132-34	Command	C2+	Class V IETM	Annual	\$234.16

5. LABOR CATEGORIES DESCRIPTIONS

JOB TITLE: PROGRAMMER I

Minimum/General Experience: Works independently, with management review of end results. Has prime accountability for the maintenance and operating efficiency of a major subsystem, such as the teleprocessing network, database management systems, etc.

Functional Responsibilities:

- Continually assess the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality.
- Maintains active liaison with user personnel to ensure continuing responsiveness of applicable system software user requirements.
- Analyzes performance indicators such as system's response time and number of programs being processed to ensure operational efficiency.
- Designs, codes, installs, and maintains appropriate systems software program.
- Identifies, evaluates, tailors, and directs the implementation of vendor-supplied software packages.
- Performs special system regenerations where applicable to reflect changes in peripheral configuration.
- Ensures the maintenance of adequate software systems documentation.
- Recommends to management the purchase or lease of system software packages and related hardware.
- Provides technical assistance to less experienced systems software personnel in the resolution of complex system-related problems.
- Trains users in applications programming and other user personnel in the use of systems software and related hardware.
- May perform other duties as assigned.

Minimum Education:

Bachelor's Degree or equivalent and 6 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, four (4) years of general experience is required. With a PhD, 2 year of general experience is required

JOB TITLE: PROGRAMMER II

Minimum/General Experience: Works under supervision to support the activities of a Programmer I. Supports the maintenance and operating efficiency of a major subsystem, such as the teleprocessing network, database management systems, etc.

Functional Responsibilities:

- Support the continual assessment of the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality.
- Analyzes performance indicators such as system's response time and number of programs being processed to ensure operational efficiency.
- Designs, codes, installs, and maintains appropriate systems software program.
- Supports the identification, evaluation, customizing and implementation of vendor-supplied software packages.
- Supports special system regenerations where applicable to reflect changes in peripheral configuration.
- Ensures the maintenance of adequate software systems documentation.
- Trains users in applications programming and other user personnel in the use of systems software and related hardware.
- May perform other duties as assigned.

Minimum Education:

Bachelor's Degree or equivalent and 2 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, no experience is required.

JOB TITLE: PROGRAMMER III

Minimum/General Experience: Works under supervision to support the activities of a Programmer I and II. Assists in the support of the maintenance and operating efficiency of a major system, such as the teleprocessing network, database management system, etc.

Functional Responsibilities:

- Assists Programmer I and II in the assessment of the performance of appropriate software systems to identify and correct problems which impact operation and work quality.
- Assists in analyzing performance indicators such as system response time and number of programs being processed to ensure operational efficiency.
- Codes, in accordance with specific design parameters, system software modules as directed by the Programmer I and II.
- Assists in the identification, evaluation, customizing and implementation of vendor-supplied software packages.
- Assists in the support of special systems regenerations, where applicable, to reflect changes in peripheral configurations.
- Assists Programmer I and II in end user training in applications programming and other user personnel in the use of systems software and related hardware.
- May perform other duties as assigned.

Minimum Education:

Bachelor's Degree or equivalent. Six (6) years of general experience is considered equivalent to a Bachelor's Degree

JOB TITLE: COMPUTER SPECIALIST

Minimum/General Experience: In addition to the education cited below, the following specific experience is required.

- a. A total of at least two years or experience performing the foregoing functions
- b. At least one year of the foregoing total experience shall have consisted of performing computer specialist functions with respect to: automated systems supporting the engineering development, testing, operation, or maintenance of weapon or support systems.

Functional Responsibility:

- Applies knowledge of computer science principals, information management principals, automated data processing (ADP) functions, hardware and software systems structures and operation, and computer programming languages and techniques to solve automation problems.
- Addresses scientific engineering or business objectives by writing, modifying or adapting generation programming languages.
- Interfaces with and uses minicomputers and mainframe computer systems in addressing project objectives.
- Independently identifies and uses standard unconventional and original mathematical, algorithmic, and programmatic approaches to define, plan, organize, design, develop, modify, test, and integrate data base or data processing systems, computer hardware systems and simulation models.
- Formulates architectural design, functional specifications, considering system interrelationships, operating modes and software or equipment configurations. Researches unconventional applications of software and operating systems in designing and developing new methodologies, significant modifications or adaptations of standardized techniques.
- Responsible for developing project plans, guidelines, and controls.
- May act as a team or project leader, supervising and advising with respect to the work of other computer specialists, scientists, or technicians.

Minimum Education:

Bachelors Degree from an accredited college or university or two years of combined education and experience performing the foregoing functions.

JOB TITLE: GRAPHICS DESIGNER

Minimum/General Experience: Five years experience in development of artwork on a computer console. Excellent written and verbal communication skills.

Functional Responsibilities:

- Provides creative computer presentation graphics by the creation of artwork on a graphic console. This includes, but is not limited to, timely and effective color processing of computer graphics with a reversal film processor.
- Supports the proper preventive maintenance for all the computer graphic facility hardware.
- Renders effective images using a wide range of media to create slides, viewgraphs, wall charts, and hard copy for presentations and technical papers.
- Interprets information effectively in graphic form to meet the communications requirements of administrators, managers, scientists, engineers or other technical personnel.
- Selects letters, colors, overlays, and design layouts to carry out a graphic theme and convey information as intended by the customer.
- Solves simple problems of design, choice of media, etc., for graphics communications.
- Executes graphics assignments using a variety of media in a production environment.
- Communicates effectively with clients concerning technical requirements of graphics assignments.

Minimum Education:

BA or equivalent training in computer graphics, commercial art or related field.

JOB TITLE: PROJECT MANAGER I

Functional Responsibility:

- Directs the performance of a variety of related projects, which may be organized by technology, program, or client.
- Oversees the technology development and/or application, marketing, and resource allocation within program client base.
- Responsible for technical, contractual, financial, and administrative aspects of a project.
- Represents the company and works with the customer to meet all project obligations.
- Maintains reports to show project status to company management and the customer.
- Organizes project tasks and assigns project tasks to available resources.
- Monitors task activity and ensures successful completion of all tasks.

Minimum Education:

Bachelor's degree and fifteen or more years professional experience including at least four years managing projects, resources, and funds. Proven level of analytical skill to resolve problems encountered with the project. Has excellent interpersonal skills and customer relations skills.

JOB TITLE: PROJECT MANAGER II

Functional Responsibility:

- Directs the performance of a project.
- Oversees the technology development and/or application, marketing, and resource allocation within the project.
- Responsible for planning aspects of a project.
- Represents the company and works with the customer to meet all project obligations.
- Maintains reports to show project status to company management and the customer.
- Organizes project tasks and assigns project tasks to available resources.
- Monitors task activity and ensures successful completion of all tasks.

Minimum Education:

Bachelor's degree and ten or more years professional experience including at least two years managing projects, resources, and funds. Proven level of analytical skill to resolve problems encountered with the project. Has excellent interpersonal skills and customer relations skills.

JOB TITLE: PROJECT MANAGER III

Functional Responsibility:

- Directs the performance of a project. Oversees the technology development and/or application, marketing, and resource allocation within the project.
- Responsible for planning aspects of a project.
- Represents the company and works with the customer to meet all project obligations.
- Maintains reports to show project status to company management and the customer.
- Organizes project tasks and assigns project tasks to available resources.
- Monitors task activity and ensures successful completion of all tasks.

Minimum Education:

Bachelor's degree and five or more years professional experience Including at least two years managing projects, resources, and funds. Proven level of analytical skill to resolve problems encountered with the project. Has excellent interpersonal skills and customer relations skills.

JOB TITLE: ADMINISTRATIVE ASSISTANT

Minimum/General Experience: Provides administrative-type support to technical and management-level personnel. This includes, but is not limited to: documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc.

Functional Responsibility:

- Specializes in coordinating and planning office administration and support.
- Reports directly to a client, usually at the client location, to support its operations as required.
- Understands and provides documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc. required.

Minimum Education:

High School Diploma or G.E.D. Minimum of 3 years actual work experience performing similar duties. Must be able to type a minimum of 60 WPM.

JOB TITLE: IT ENGINEER II

Minimum/General Experience: Works with Ada, SQL, JAVA, .NET, ArcXML, ArcIMS, ArcSDE, Oracle Spatial, third/fourth generation languages, XML, SOAP, REST, resource pooling, and rapid elasticity in the design and implementation of systems and using database management systems. Possesses ability to assume increasing responsibilities in information engineering activities. Knowledgeable of applicable standards and provides general technical support.

Functional Responsibility:

- Analyzes and studies complex information system requirements.
- Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation.
- Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools
- Provides input to estimate software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques
- May manage, coordinate, or install system upgrades. Uses diagnostic software to test and isolate ADPE to validate functionality.
- May provide system analysis and integration and oversee system operations.
- Often assists with monitoring system performance and security and sets up terminal/printer queues. Provides in-service support for proper use of system software, hardware, or applications and provides Tier 1 technical support for ADPE.
- Works independently under minimal supervision.

Minimum Education:

Bachelor's degree or equivalent and one (1) year of general experience. Six (6) years of general experience is equivalent to a Bachelor's degree. With a Master's degree, no experience is required.

JOB TITLE: IT ENGINEER IV

Minimum/General Experience: Performs systems management, development, functional and data requirements analysis, systems analysis and design, programming, program design, including GIS, spatial data, Cloud Computing federated and multi-tenant data and documentation preparation. Manages the implementation of information engineering projects and performs systems analysis, design and programming selecting CASE or IE tools and methods, e.g., Oracle CASE, IEF CASE, I-CASE. Works in the client/server environment and distributed environments based on SOA and Cloud Computing environments (Public, Private, Hybrid, Community). Utilizes managerial and supervisory skills. Prepares written and oral communications, including giving formal presentations to different audiences.

Functional Responsibility:

- Applies an enterprise-wide set of disciplines for the management, planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise.
- Develops analytical and computational techniques and methodology for problem solutions
- Performs enterprise-wide strategic systems planning, business information planning, business and analysis.
- Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools.
- Applies reverse engineering and re-engineering disciplines to develop migration strategic and planning documents.
- Utilizes various methodologies, e.g., IDEF 0 process modeling and IDEF 1X data modeling.
- Manages and coordinates planned system and implementation activities including system upgrades, security, allocation of resources, availability, and in-service training.
- Manages tasks, priorities and objectives.
- Responsible for customer support and quality & timeliness of services.
- Provides daily supervision and direction to staff.

Minimum Education:

Bachelor's degree or equivalent and seven (7) years of general experience. Six (6) years of general experience is equivalent to a Bachelor's degree. With a Master's degree, five (5) years of general experience is required. With a PhD, 3 year of general experience is required.

JOB TITLE: IT ENGINEER V

Minimum/General Experience: Performs information systems management, development, functional and data requirements analysis, geospatial data modeling, Cloud Computing data modeling, systems analysis and design, programming, program design, and documentation preparation. Manages the implementation of information engineering projects and experience in systems analysis, geospatial process workflow management , GIS system design, Cloud Computing Delivery/Deployment multi-tenant system design, creation of Cloud Services to provide data on demand and programming using CASE and IE tools and methods, e.g., Oracle CASE, IEF CASE, I-CASE. and distributed environments based on SOA and Cloud Computing environments (Public, Private, Hybrid, Community).. Utilizes managerial and supervisory skills. Prepares written and oral communications skills, including giving formal presentations to different audiences.

Functional Responsibility:

- Applies an enterprise-wide set of disciplines for the management, planning, coordination, analysis, design, and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise.
- Develops analytical and computational techniques and methodology for problem solutions.
- Performs enterprise-wide strategic systems planning, business information planning, business and analysis.
- Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools.
- Applies reverse engineering and re-engineering disciplines to develop migration strategic and planning documents. Familiar with various methodologies, e.g., IDEF 0 process modeling and IDEF 1X data modeling.
- Controls and maintains technical documents.
- Provides daily supervision and technical guidance in software engineering and system operational techniques and automated support tools to local and remote supporting staff.
- Advises customers on database file and table build configuration best practices.
- Manages and coordinates planned system and implementation activities including system upgrades, security, allocation of resources, availability, and in-service training.
- Manages tasks, priorities and objectives.
- Assists in the development and implementation of site policies and procedures.
- May provide train-the-trainer and ad hoc report writing training and assistance.
- Responsible for customer support and quality & timeliness of services.

Minimum Education:

Bachelor's degree or equivalent and nine (9) years of general experience. Six (6) years of general experience is equivalent to a Bachelor's degree. With a Master's degree, seven (7) years of general experience is required. With a PhD, five (5) years of general experience is required.

6 SUGGESTED BLANKET PURCHASE AGREEMENT (BPA)

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

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

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

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

Ordering Activity		Contractor	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

1 The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

Model Number/Part Number	*Special Bpa Discount/Price

2 Delivery

Destination	Delivery Schedule/Dates

3 The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____ .

4 This BPA does not obligate any funds.

5 This BPA expires on _____ or at the end of the contract period, whichever is earlier.

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

Office	Point of Contact

- 7 Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- 8 Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - a Name of Contractor;
 - b Contract Number;
 - c BPA Number;
 - d Model Number or National Stock Number (NSN);
 - e Purchase Order Number;
 - f Date of Purchase;
 - g Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - h Date of Shipment.
- 9 The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- 10 The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.