



SoftConcept

**General Services Administration
Authorized IT Schedule Price List
Federal Supply Service Schedule 70
General Purpose Commercial Information Technology
Equipment, Software, and Services**

Contract Number: GS-35F-0861N

Contract Period: AUG 27, 2003 – AUG 25, 2008

Special Item Numbers:

- 132-8 Purchase of Equipment
- 132-12 Maintenance, Repair Services and Repair Parts/Spare Parts
- 132-33 Perpetual Software Licenses
- 132-34 Maintenance of Software
- 132-50 Training Courses
- 132-51 Information Technology Professional Services

General Services Administration
Authorized IT Schedule Price List
Federal Supply Service Schedule 70

General Purpose Commercial Information Technology
Equipment, Software, and Services



SoftConcept

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132-50 Training Courses
132-51 Information Technology Professional Services

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INFORMATION FOR ORDERING

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract

The Contractor's GSA Schedule Price List covers a geographic scope of the 48 contiguous states, Washington D.C., Alaska, Hawaii, Puerto Rico, and such other overseas locations as determined on an order-by-order basis.

2. Contractor's Ordering Address and Payment Information

| Ordering Information |
|---|
| SoftConcept, Inc. 11240 Waples Mill Road, Suite 400 Fairfax, Virginia 22030 Phone: (571) 234-5600 Fax: (571) 234-5607 |

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

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **(571) 234-5600**

3. Liability for Injury or Damage

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS): **09-182-0147**

Block 30: Type of Contractor: **Information Technology**

A. Small Disadvantaged Business

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **541961739**

4a. CAGE Code: **1NJP7**

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

5. FOB Destination

48 Contiguous States & Washington, DC

6. Delivery Schedule

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

| Special Item Number | Delivery Time (Days ARO) |
|---------------------|--------------------------|
| 132-8 | 30 Days |
| 132-33 | 30 Days |

| Special Item Number | Expedited Delivery Time (Days ARO) |
|---------------------|------------------------------------|
| 132-33 | 15 Days |

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

7. Discounts

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

- a. **Prompt Payment:** 0% - Zero (0) days from receipt of invoice or date of acceptance, whichever is later.
- b. **Quantity:** 0
- c. **Dollar Volume:** 0
- d. **Government Educational Institutions:** Government Educational Institutions are offered the same discounts as all other Government customers.
- e. **Other:** N/A

8. Trade Agreements Act of 1979, As Amended

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

9. Statement Concerning Availability of Export Packing

FAR 552.211-75 & FAR 552.211-77

10. Small Requirements:

The minimum dollar value of orders to be issued is \$2,500.00.

11. Maximum Order

All dollar amounts are exclusive of any discount for prompt payment.

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000.00:
Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000.00:
Special Item Number 132-50 - Training Courses
- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000.00:
Special Item Number 132-12 – Repair Parts/Spare Parts ONLY

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

Special Item Number 132-34 is \$1,000,000.00.

12. Use of Federal Supply Service Information Technology Schedule Contracts

In accordance with FAR 8.404:

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

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

- a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probable life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;
 - (6) Past performance; and
 - (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

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

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

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
 - (2) Offer the lowest price available under the contract; or
 - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket Purchase Agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. Price Reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.
- f. Small Business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. Federal Information Technology/Telecommunication Standards Requirements

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

a. 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.

b. Federal Telecommunication Standards (FED-STDS)

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

14. Security Requirements

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual ordering activity policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000.00, of the total dollar value of the order, whichever is less.

15. Contract Administration for Ordering Activities

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

16. GSA Advantage!

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

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

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

17. Purchase of Open Market Items

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

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

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

18. Contractor Commitments, Warranties, and Representations

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

19. Overseas Activities

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

Hawaii, Alaska & Overseas Locations

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

20. Blanket Purchase Agreements (BPAs)

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

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

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

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, De-Installation, and Re-Installation

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. Section 508 Compliance

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

<http://www.SoftConcept-Inc.com>

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

24. Prime Contractor Ordering From Federal Supply Schedules

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

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

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

TERMS AND CONDITIONS

A. Special Items 132-8 – General Purpose Commercial IT Equipment

Terms and Conditions Applicable To Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number (132-8))

1. Material and Workmanship

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. Transportation of Equipment

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. Installation and Technical Services

- a. **Installation.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: The Network Traffic Analysis System (NTAS) is a fully integrated system. The equipment provided under this contract is not normally self-installable. The Contractor's technical personnel shall be available to the ordering agency, at the ordering agency's location, to install the equipment and to train ordering agency personnel in the use and maintenance of the equipment. The IT professional services are provided and charges are based according to the level of personnel required and rates are listed under the Terms & Conditions of (SIN 132-51). Note: 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 FFP 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.
- b. **Installation, De-Installation, Re-Installation.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract.

However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- c. **Operating and Maintenance Manuals.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. Warranty

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

The Contractor shall provide one (1) year warranty on the Network Traffic Analysis System (NTAS). It is the Customer's responsibility to package and ship the damaged equipment to the Contractor. All shipping and handling charges incurred shall be paid by the Contractor.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

**SoftConcept, Inc.
11240 Waples Mill Road, Suite 400
Fairfax, VA 22030**

7. Purchase Price for Ordered Equipment

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. Trade-In of Information Technology Equipment

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

B. Special Items 132-12 – Maintenance, Repair Service, & Repair Parts

Terms and Conditions Applicable To Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned; General Purpose Commercial IT Equipment (After Expiration of Guarantee/Warranty Provisions And/Or When Required Service Is Not Covered By Guarantee/Warranty Provisions) And For Leased Equipment (Special Item Number (132-12)

NOT APPLICABLE – ALL SERVICES COVERED WITHIN ONE (1) YEAR WARRANTY SERVICE

1. Service Areas

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a N/A mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- a. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**SoftConcept, Inc.
11240 Waples Mills Road, Suite 305
Fairfax, VA 22030**

2. Maintenance Order

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. 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.

- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. Repair Service and Repair Parts/Spare Parts Orders

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. Loss or Damage

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. Scope

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. Responsibilities of the Ordering Activity

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. Responsibilities of the Contractor

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. Maintenance Rate Provisions

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. Regular Hours. The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. After Hours. Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. Travel and Transportation. If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be: **NONE**
- e. Quantity Discounts

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

| Quantity Range | Discounts |
|----------------|-----------|
| 0 Units | 0 % |

9. Repair Service Rate Provisions

- a. Charges. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. Multiple Machines. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c. Travel or Transportation
 - (1) Contractor's Shop
 - (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

- (b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.
- (2) Ordering Activity Location (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.
- (3) Ordering Activity Location (Outside Established Service Areas)
 - (a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of N/A per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.
 - (b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
- d. Labor Rates
 - (1) Regular Hours. The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.
 - (2) After Hours. When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.
 - (4) Sundays and Holidays. When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

| REPAIR SERVICE RATES | | | | |
|--|-----------------|---------------------------|-------------------------|-----------------------------|
| Location | Minimum Charge* | Regular Hours Per Hours** | After Hours Per Hours** | Sundays & Holidays Per Hour |
| Contractor's Shop | N/A | | | |
| Ordering Activity Location (Within Established Service Areas) | N/A | | | |
| Ordering Activity Location (Outside Established Service Areas) | N/A | | | |

*Minimum Charges Include N/A Full Hours on the job.

**Fractional Hours, at the end of the job will be pro-rated to the nearest quarter hour.

10. Repair Parts/Spare Parts Rate Provisions

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated N/A, at a discount of N/A % from such listed prices.

11. Guarantee/Warranty – Repair Service and Repair Parts/Spare Parts

- a. Repair Service. All repair work will be guaranteed/warranted for a period of **One (1) Year Warranty.**
- b. Repair Parts/Spare Parts. All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period **One (1) Year.**

12. Invoices and Payments

- a. Maintenance Service
 - (1) 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.
 - (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.
- b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

C. Special Items 132-33 & 132-34 – Perpetual Software Licenses and Maintenance

Terms and Conditions Applicable To Perpetual Software Licenses (SIN 132-33) and Maintenance (SIN 132-34) of General Purpose Commercial Information Technology Software.

1. Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The 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 postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

The Government will accept or reject the Network Traffic Analysis System (NTAS) in writing at the time of delivery. Acceptance is automatic and final if written acceptance or rejection is not received by SoftConcept within five (5) calendar days from the date of delivery.

2. Guarantee/Warranty

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(571) 234-5600** or via email **ntashelp@Softconcept-inc.com** for the purpose of providing user assistance and guidance in the installation and basic operation of the NTAS software. The technical support number is available from **9:00 A.M to 5:00 P.M.** Eastern Standard Time. SoftConcept does not guarantee immediate response to inquiries regarding installation and operation of the NTAS' (GOTS) software; however, SoftConcept shall respond with five (5) working days to any telephone or email inquiries regarding the operation of the NTAS.

Service:

1. Telephone Software Support (TSS). TSS provides telephone support for problem determination/resolution of SoftConcept developed software as well as on-demand distribution of maintenance releases and updates for these software products.
 - a. Deliverables/Features
 - Email Support
 - Telephone Support from 9:00 A.M. to 5:00 P.M. EST, Monday through Friday, excluding Government holidays
 - Problem escalation as needed
 - Distribution of software maintenance releases and updates as requested
 - b. Delivery Method

- Customer contacts Customer Support Center (CSC) at **(571)234-5600**
- CSC registers, tracks, and works to resolve customer call
- CSC initiates distribution of maintenance releases and updates via the Software Distribution Center (SDC)
- c. Benefits to Customers
 - Direct telephone support through CSC
 - Unlimited Email Support
 - Notification of NTAS releases
 - Easy access to NTAS releases
- d. Prerequisites
 - Valid Software Maintenance Service Contract
 - Hardware Maintenance Contract
- e. Availability
 - Network Traffic Analysis System
 - SoftConcept-labeled NTAS software products that are actively marketed and continue to have periodic maintenance releases.

4. Software Installation, Configuration, and Maintenance

- a. Software maintenance service shall include the following:
 1. NTAS' (GOTS) software is free at no charge to the Government; therefore, is not warranted to conform to SoftConcept's published functional specifications at the time of order.
 2. Government may choose to install and configure the NTAS' (GOTS) software with the provided installation documents, or may choose to purchase NTAS Installation Services from SoftConcept (SIN 132-51). In case Government installs the NTAS' (GOTS) software on its own, SoftConcept bears no responsibility to any damages or loss to the hardware and/or software due to improper installation of the NTAS' (GOTS) software.
 3. NTAS' (GOTS) software is Government developed product; therefore, SoftConcept is not liable for any software maintenance.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. Periods of Maintenance (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the 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 maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering 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 is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. Conversion From Term License to Perpetual License

NTAS' (GOTS) software is free at no charge to the Government

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to N/A % of all term license payments during the period that the software was under a term license within the ordering activity.

7. Term License Cessation

- a. After a software product has been on a continuous term license for a period of N/A * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. Utilization Limitations - (SIN 132-33 AND SIN 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. NTAS' (GOTS) software is owned by the Defense Information Systems Agency (DISA) & developed by SoftConcept, Inc.

- (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.

9. Software Conversions - (SIN 132-33)

Not Applicable. 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. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. Descriptions and Equipment Comp ability

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 (http://softconcept-inc.com/gsa_sched_labrrate.htm). Detailed description of the NTAS software and functions can be found on SoftConcept's web site: <http://www.softconcept-inc.com/files/ntas.htm>. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

- a. The Network Traffic Analysis System's Hardware Consists of:
 - 1U Rackmount chassis
 - Single/Dual 1GHz+ CPU
 - 2/4 GB Memory
 - Two (2) 40/80 GB SCSI HD
 - PS/2 compatible mouse/keyboard
 - Two (2) 100/10 Mbps NIC cards
- b. The Network Traffic Analysis System's Software Consists of:
 - Microsoft Windows 2000 Server (COTS)
 - Microsoft SQL 2000 Server (COTS)
 - Symantec Antivirus Corporate Edition (COTS)
 - Winzip (COTS)
 - Java Runtime Environment (Shareware)
 - Tomcat 4.0.6 (Shareware)
 - ActivePerl (Shareware)
 - NTAS (GOTS)
- c. All NTAS equipment purchased through this contract shall contain hardware mentioned in section 10.a, and shall have software mentioned in section 10.b.

11. Right-To-Copy Pricing

None. The Contractor shall insert the discounted pricing for right-to-copy licenses.

D. Special Items 132-50 – Training Courses

Terms and Conditions Applicable To Purchase of Training Courses For General Purpose Commercial Information Technology Equipment and Software (Special Item Number (132-50))

1. Scope

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

Network Traffic Analysis System (NTAS) Training will only be offered at the ordering activity's location.

SoftConcept will offer two NTAS Training Courses: User & Administrator. The maximum number of students per class will be limited to 10 students to maintain both efficient and effective training instruction delivery process.

1. NTAS User Training: 3-Days

The user training will cover all the necessary instructions for each user to fully understand the functions, capabilities, and operations of the NTAS.

2. NTAS Administration Training: 5-Days

The Administrator Training will cover all the necessary instructions for each administrator to fully maintain, administer and control the NTAS.

2. Order

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

3. Time of Delivery

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

4. Cancellation and Re-Scheduling

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to

reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. Follow-Up Support

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

6. Price for Training

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

a. NTAS User Training

The NTAS User Training is designed to provide each student with essential networking understandings and the hands-on operations of the NTAS. The instruction will provide detail explanation of all available NTAS menus and screens. The goal is to have each student fully utilize NTAS functionalities to monitor, analyze and troubleshoot company network infrastructure. The following provides a detailed requirements and cost associated with the user training:

Duration and Students: This course will last three days. The minimum students required for the training is five and the maximum allowed is 10. This minimum and maximum student numbers are required to maintain both efficient and effective training instruction delivery process.

Prerequisite: None

b. NTAS Administrator Training

The Administrator Training is designed to provide each student with thorough understanding of NTAS. The instruction will provide an overview of available NTAS user interfaces and a detailed explanation of interrelationship between NTAS components to include Data Collector, Database Manager, and Display Manager. In addition, Microsoft SQL, Microsoft Internet Information Services, Java Tomcat, and Cisco NetFlow functions are discussed. The goal is to have each student fully utilize NTAS functionalities to monitor, analyze and troubleshoot company network infrastructure.

Duration and Students: This course will last five days. The minimum students required for the training is five and the maximum allowed is 10. This minimum and maximum number of students are required to maintain an efficient and effective training instruction delivery process.

Prerequisite: NTAS User Training, Microsoft Windows 2000 Server, and Microsoft SQL 2000

7. Invoices and Payment

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

8. Format and Content of Training

SoftConcept will provide a training package, which will include course syllabuses, training manuals, handouts, and an instructor for the duration of the training. All other training related items, such as classrooms, computers, whiteboards, writing tools, and student notepads, will be provided by the customer.

NTAS USER TRAINING

Course Contents

- **Introduction:** General NTAS overview is discussed.
- **Network Fundamentals:** Network terms such as frames, packets, SNMP, MAC, routing tables, routers, hubs, switches, are discussed. In addition, how network traffic is flown from workstation to the NTAS is addressed.
- **NTAS Components:** Detailed explanation of Data Collector, Database Manager, and Display managers and their interrelationships are discussed.
- **Top 10 Talkers/Listeners/IP Pairs:** To determine who is using the most traffic, top 10 talkers, top 10 listeners, and top 10 IP pairs are discussed and hands-on exercises are completed.
- **Current Circuit Utilization:** In an effort to determine the company's circuit bandwidth utilizations, current circuit utilizations are discussed and hands-on exercises are completed.
- **Circuit Up/Down Status:** To identify which circuit(s) is currently up or down, circuit up/down hand-on exercise is completed.
- **Hourly Circuit Utilization:** To determine company's hours circuit utilization, the hourly circuit utilization menu is used. Hourly circuit utilization is discussed in detail and hands-on exercise is completed.
- **Various Historical Reports:** For company's historical analysis purposes, number of NTAS historical reports such as top 10 usage, daily circuit utilization, Daily circuit status, circuit usage history are discussed and hands-on exercises are completed.
- **Query By IP:** NTAS IP by query is a power tool used to pinpoint the exact source of the network problem. IP by query is addressed and hands-on exercise is completed.

NTAS ADMINISTRATOR TRAINING

Course contents

- **Introduction:** General NTAS overview and user interfaces are discussed.
- **Installation and Deployment:** Step-by-step, hands-on NTAS installation procedures are followed and NTAS related processes are discussed in detail.
- **NTAS Components and Interrelationships:** Detailed explanation of Data Collector, Database Manager, and Display managers and their interrelationships are discussed.
- **Cisco NetFlow Traffic:** NetFlow overview, its data format, and interrelationship between NTAS are discussed.

- **Java Tomcat Functions:** Java Tomcat overview and hands-on configuration is addressed.
 - **Microsoft Internet Information Services (IIS):** In support of the NTAS Display Manager, Microsoft IIS discussed.
 - **User Administration:** Explain and configure three levels of NTAS users.
 - **Database Management and Administration:** In support of the NTAS Database Manager, Microsoft SQL is discussed in detail.
 - **Log Management:** Microsoft Windows 2000 Server, Microsoft SQL, and Java Tomcat logs are addressed in detail.
 - **Report Generation:** Hands-on NTAS report creation is addressed.
 - **Troubleshooting:** Troubleshooting techniques are fully addressed.
- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
 - b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
 - c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
 - d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
 - e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. **Not Applicable.**

9. "NO CHARGE" TRAINING

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

There is no "NO CHARGE" Training.

E. Special Items 132-51 – Information Technology (IT) Professional Services

Terms and Conditions Applicable To Information Technology (IT) Professional Services (Special Item Number (132-51))

1. Scope

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

2. Performance Incentives

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

3. Ordering Procedures for Services (Requirement a Statement of Work)

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

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

(a) When ordering services, ordering activities shall—

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

- (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately

the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. **The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.**

- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

- (i) Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering activity, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the ordering activity's needs are available, if the order is estimated to exceed the micro-purchase threshold.
- (ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs. ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

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

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

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

- (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - (i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
 - (ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.
- (2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- (c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

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

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

4. Order

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

5. Performance of Services

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

6. Inspection of Services

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

7. Responsibilities of the Contractor

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

8. Responsibilities of the Ordering Activity

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

9. Independent Contractor

All Information Technology (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 ordering activity.

10. Organization Conflicts of Interest

- a. Definitions.

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

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

11. Invoices

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

12. Payments

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. Resumes

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

14. Incidental Support Costs

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

15. Approval of Subcontracts

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

16. Description of Information Technology Services and Pricing

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity 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.

ENGINEERING SERVICES

SoftConcept provides a wide spectrum of services through five core engineering areas – Network Design and Operation, Systems Integration and Engineering, Software Design and

Implementation, Database Design and Administration, and Information Assurance. Our comprehensive expertise and wide business offerings provide clients with a single-source to meet all IT related requirements.

i. Network Design and Operation

- Network Requirement Analysis and Design
- Network Re-engineering
- Network Management and Administration
- Configuration Management
- Installation and Implementation
- Operation and Maintenance
- Network Performance Analysis
- Integration Planning and Interoperability Assessment
- Traffic Monitoring
- Acceptance Test Plan

ii. Systems Integration and Engineering

- Project Planning and Control
- System Architecture and Design
- Engineering Studies and Analysis
- Requirements Analysis
- Concept of Operations
- Technology Assessment and Application
- Product Evaluation and Selection
- Risk Analysis and Mitigation
- Preliminary and Critical Design Reviews
- Operational Suitability and Interoperability
- System Test and Evaluation (T&E)
- Installation and HW/SW Integration
- Server Management

iii. Software Design and Implementation

- Technical Requirement Analysis and Assessment
- Development and Implementation Planning
- Web-enabled Applications Development
- Real Time Applications Development
- Network Applications Development
- Distributed Systems
- Web Services
- Software Enhancements and Customizations
- Life-Cycle Software Support
- Software Configuration Management
- Platform Migration
- Hardware/Software/Network Integration
- Independent Verification and Validation (IV&V)

iv. Database Design and Administration

- Data Modeling
- Database System Design and Implementation

- Data Warehousing
- Database Administration
- Import/Export Planning and Implementation
- Replication
- Data Migration

v. Information Assurance

- Security Requirement Analysis
- Intrusion Detection
- Communication Security (SOMSEC)
- Information Security (INFOSEC)
- Computer Security (COMPUSEC)
- Classified Processing
- Security Policies and Plans
- Risk Assessment
- Vulnerability Analysis
- Configuration Management
- Security Incident Response Strategies and Procedures
- Help Desk Support

vi. NTAS Installation Service

The Network Traffic Analysis System (NTAS) installation or just the NTAS (GOTS) Software installation can be performed by the Customer or by SoftConcept personnel. The NTAS Installation Service is only available for Customers who purchase the NTAS Integrated System and Display Unit from SoftConcept.

1. Hardware Purchased Through SoftConcept

The Integration Service, such as installing the Operating System and NTAS (GOTS) software, is provided at no cost. The typical services include, but are not limited to:

- Install and Configure MS Windows 2000 Server Operating System
- Install and Configure MS SQL 2000 Server
- Install and Configure MS Internet Information Services
- Install and Configure Apache Tomcat JSP Container
- Install and Configure all NTAS Software Components
- Install and Configure Various Drivers, Patches, IAVAs, and Service Packs
- System Diagnostic Tests

In order to ensure a fully operational NTAS with optimum system and NTAS performance configuration, the Customer may purchase the NTAS Installation Service. The minimum hours required for the Installation Service is eight (8) hours. The typical services performed during the NTAS installation include, but are not limited to:

- Physical NTAS connection to the customer network
- System configuration
- Performance Tuning and Optimization
- Configure Optimum Log File Management Structure
- Network consultation and interface service to ensure NTAS collects network traffic, including Cisco NetFlow data, from network devices such as router, switches etc.
- NTAS Diagnostics and Tests

- Install and Configure Digital Certificates for PKI/SSL Secure Connection (If required by customer)
- Customized Web Access Configuration

Prior to installation, all pre-requisites outlined below must be satisfied by the Customer. In the event the pre-requisites are not met at the time of the installation, the Customer will bear the cost of any additional labor hours, beyond the minimum eight (8) hours, incurred due to delays. the pre-requisites are:

- The physical space where the NTAS hardware shall be installed must be identified and available. SoftConcept is not responsible for relocating existing equipment.
- There must be enough power to accommodate the NTAS hardware, including computer and monitor. Power outlet(s) to accommodate all NTAS components must be within 10 feet of the physical location of the NTAS box.
- There must be a LAN outlet or network access point of the monitored network, including routers, switches or hubs, within 50 meters of the physical location of the NTAS machine. Access to the network must be reachable without modification of existing building structure or violation of any security policies or procedures set forth by the Customer's organization. In addition, all network device configurations to support NTAS must be in place (i.e. appropriate NetFlow commands, correct time/timezone, probe settings)
- Access to Customer's facility shall be available to SoftConcept personnel at the time of installation. SoftConcept personnel shall not be limited in his/her ability to perform the installation tasks due to restricted access in and around Customer's facility.
- Any computer related security policies and procedures, including, but not limited to DII COE guidelines, Security Technical Implementation Guidance (STIG), vendor security patches and organizational specific system configurations, enforced by Customer shall be notified to SoftConcept at least five (5) calendar days prior to the scheduled installation date.
- All necessary hardware and software must be available at the time of installation.
- Customer must provide all documents and drivers for Customer purchased equipments.
- PKI/SSL digital certificates from the appropriate authorities (if required by the customer)

2. Hardware Purchased Through Customer

As a default, no SoftConcept Integration Service nor Installation Service shall be provided. The Customer is responsible for installing and configuring NTAS.

- 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.

SOFTCONCEPT LABOR CATEGORY DESCRIPTIONS
1. Education and Experience Equivalency Substitution Table

| Requirement | Equivalency 1 | Equivalency 2 | Comments |
|-----------------------------------|---|---|---|
| Ph.D. | Masters Degree +3 yrs | None | Equivalency years experience substitution must be in related experience |
| Masters Degree | Bachelors Degree +2yrs | None | Equivalency years experience substitution must be in related experience |
| Bachelors Degree | Associates Degree +2 yrs | 5 years related exp. | Equivalency years experience substitution must be in related experience |
| Associated Degree | High School Diploma/GED + 2yrs | 3 years related exp. | Equivalency years experience substitution must be in related experience |
| Subject Matter Certification | Up to a Bachelor's Degree | Up to 5 years exp. | |
| Up to 10 years related experience | Ph.D. in related a area | Masters Degree and 2 years related exp. | |
| 7-9 years related experience | Ph.D. or Masters Degree in a related area | Bachelor's Degree and 2 yrs. Related exp. | |
| 4-6 years related experience | Ph.D., Masters or Bachelor's Degree | Associates Degree with 2 yrs | |
| 2-3 years related experience | Associates Degree | | |

- The Contractor, unless otherwise cited in the Order, may make Education and Experience Equivalency 1 substitutions, unilaterally for all labor categories that cite "or equivalent". For all other labor categories, the ordering client must provide prior written consent.
- Education and Experience Equivalency 2 substitutions can only be made with prior written consent from the client or as cited in the order.
- Equivalent substitutions are in addition to Education or Experience requirement (example: requirement Bachelors Degree and 3 years related experience – the equivalent substitution for the degree would require the candidate to have either an Associates Degree and 5 years experience –or- 8 years related experience.

2. Program Manager

Minimum/General Experience: Master's Degree or equivalent in an IT related discipline with minimum 10-15 years general experience of which at least eight (8) years intensive and progressive experience in the management of large programs.

Functional Responsibility: Serves as the counterpart to a client program/technical manager for complex information technology related software development and configuration management, Management Information System (MIS) or other similar programs. Manages program/technical support operations involving multiple tasks/projects and personnel at diverse locations. Organizes, directs and coordinates planning and the execution of all program/technical support activities. Establishes and alters management structure within the program to effectively direct program technical support activities. Meets and confers with client management officials regarding the status of specific Contractor program/technical activities and progress. Resolves problems, issues or conflicts as required. Ensures that program schedule, performance, and deliverables are met.

3. Principal Systems Architect

Minimum/General Experience: Master's Degree or equivalent in an IT related discipline with minimum fifteen (15) years or more general experience of which at least ten (10) years must be specialized systems experience.

Functional Responsibility: Provides leadership and guidance in architectural design and the engineering of large-scale enterprise systems, heterogeneous systems integration and legacy system migrations. Gathers, formalizes and assesses business processes in order to develop and re-engineer a more efficient and effective systems engineering solution. Analyzes and evaluates complex system requirements and formulates strategic and implementations plans leveraging the latest software and hardware technologies. Based on reviews and assessments wide range of technological options, develops a comprehensive and optimal architecture and design to meet complex system requirements. Establishes guidelines and direction in large-scale systems development projects. Develops system architecture and design of complex systems comprising of diverse hardware, software, communication and security components. Oversees system testing, and validates system functionality, operations and performance in accordance to system specifications. Forecasts and estimates systems engineering and implementation costs and schedules. Provides supervision and direction to staff. Manages all levels of systems engineers.

4. Senior Systems Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 10-15 years general experience of which at least six (6) years must be specialized systems experience.

Functional Responsibility: Provides system engineering support in architectural design and engineering of large-scale enterprise systems, heterogeneous systems integration and legacy system migrations. Develops an implementation plan for developing complex systems comprising of diverse hardware, software, communication and security components. Defines and develops goals and milestones for subsystem implementation and testing. Analyzes and develops interface specifications for integrating dissimilar systems. Develops system/subsystem test plans, and evaluates test results. Advises on the selection of technologies with regards to programming languages, data storage, and data access, inter-process communications and hardware/software platform. Provides technical direction and guidance for system engineers involved modifications, development or migration of computer systems. Task lead or supervisor of intermediate, junior and/or entry level systems engineers.

5. Intermediate Systems Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 6-10 years general experience of which at least four (4) years must be specialized system experience.

Functional Responsibility: Implements large-scale enterprise systems, integrates heterogeneous systems, and migrates legacy systems. Conducts system/subsystem tests, and prepares test results documents. Troubleshoots and analyzes systems anomalies, and recommends corrective actions. Ensures that implementation is in compliance with requirements and design specifications. Prepares and reviews user manuals, maintenance guides, training materials, and installation guides. Requires minimal supervision.

6. Junior Systems Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 3-6 years general systems experience of which two (2) years must be specialized system experience.

Functional Responsibility: Assists in the implementation of large-scale enterprise systems, integration of heterogeneous systems, and the migration of legacy systems. Assists in system/subsystem tests, and the preparation of test results documents. Assists in troubleshooting and the analysis of systems anomalies. Contributes to the preparation and reviews of user manuals, maintenance guides, training materials, and installation guides. Requires direct supervision.

7. Principal Software Architect

Minimum/General Experience: Master's Degree or equivalent in an IT related discipline with minimum 10-15 years general experience of which at least eight (8) years must be specialized software experience.

Functional Responsibility: Leads the analysis, assessment and formulation of large-scale software system requirements. Provides leadership and guidance in software architecture, system designs, implementation planning, and software lifecycle strategies. Provides guidance in leveraging the best available technology to derive software systems. Manages complex software development programs by utilizing the latest technology in configuration management, software reusability, data flow control, CASE tools, and resource management. Oversees and validates systems testings in order to insure intended software functionality, performance and operations requirements are met. Estimates software development costs and schedule. Provides supervision and direction to staff. Manages all levels of software engineers.

8. Senior Software Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 6-10 years general experience of which at least four (4) years must be specialized software experience.

Functional Responsibility: Investigates, interprets and evaluates system software requirements. Analyzes and compares existing software systems and subsystems, and makes recommendations to increase their scope and performance to meet specific client requirements. Formulates and develops software systems and subsystems architecture, requirements and design documents. Develops software algorithms and designs, codes, and documents systems to ensure compliance with software

engineering standards. Conducts design and code reviews on software systems and subsystems. Provides technical direction and guidance for software developers and engineers involved in the modifications or development of software components. Task lead or supervisor of intermediate, junior and/or entry level software engineers.

9. Intermediate Software Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 3-6 years general experience of which at least two (2) years must be specialized software experience.

Functional Responsibility: Performs moderately complex analysis, design, development, testing and debugging of computer software. Independently design, implement and test simple software components using common programming languages. Evaluates and interprets software requirements, and develops software component implementation plan and pseudo-codes. Prepares and reviews software component test plans, user documents, software specifications, installation manuals and training guides. Requires minimal supervision.

10. Junior Software Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with three (3) years or less in general software experience.

Functional Responsibility: Performs relatively routine analysis, design, development, testing and debugging of computer software. Assists in the implementation and testing of software components according to software specifications and test plans. Assists in configuration management, software version control, test environment implementation, documentation and requirements tracking. Tests software subsystems, documents test results, troubleshoots minor software deficiencies and ensures code consistency. Requires direct supervision.

11. Principle Database Architect

Minimum/General Experience: Master's Degree or equivalent in an IT related discipline with minimum 10-15 years general experience of which at least eight (8) years must be specialized database experience.

Functional Responsibility: Develops and applies advanced methods, theories and research techniques in the investigation and enterprise database solutions for multiple groups of database microcomputers linked to a host workstation/server, minicomputer or mainframe. Solid understanding of the relational, hierarchical and network database management system models. Plans, conducts and technically directs projects or major phases of significant projects, coordinating the efforts of database engineers and technical support staff in the performance of assigned projects. Reviews completion and implementation of system additions and/or enhancements and recommends corrections in technical application and analysis to management. Requires extensive knowledge of database languages that support major business applications. Analyzes complex organizational and computer database system(s); architect complex relational database systems in complex network configurations; is very knowledgeable in both commercially-available off-the-shelf (COTS) and custom database software platforms. Designs and architect computer databases systems on complex networks configurations using commercially available and custom database software platforms. Manages all levels of database engineers.

12. Senior Database Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 6-10 years general experience of which at least four (4) years must be specialized database experience.

Functional Responsibility: Maintains data files and control procedures for mid to complex system of networked microcomputers or for a single group of microcomputers linked to a host workstation, minicomputer or mainframe. Responds to frequent management requests for information. Requires extensive knowledge of database languages that support major business applications. Analyzes complex organizational and computer database system(s); designs and implements computer database systems in both stand-alone and network configurations; is very knowledgeable in both commercially-available off-the-shelf (COTS) and custom database software platforms; and develops technical documentation detailing the installation procedures. Performs analyses of organizational and computer database system(s). Designs and implements computer databases systems in both stand-alone and networks configurations using commercially available and custom database software platforms. Task lead or supervisor of intermediate, junior and/or entry level database engineers.

13. Intermediate Database Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in IT related discipline with minimum 3-6 years general experience of which at least two (2) years must be specialized database experience.

Functional Responsibility: Maintains data files and control procedures for a simple to mid level system of networked microcomputers or for a single group of microcomputers linked to a host workstation, minicomputer or mainframe. Implements data security and data integrity. Assigns passwords and monitors use of resources. Backs up data as required. May produce simple periodic business reports; generates output such as labels, letters, and forms. Responds to frequent management requests for information. Analyzes intermediately complex organizational and computer database system(s); designs and implements computer database systems in both stand-alone and network configurations; is familiar with both commercially-available off-the-shelf (COTS) and custom database software platforms; and develops technical documentation detailing the installation procedures. Performs analyses of organizational and computer database system(s). Supports the designs and implementation of computer database systems in both stand-alone and network configurations using commercially available and custom database software platforms. Requires minimal supervision.

14. Junior Database Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with three (3) years or less in general database experience.

Functional Responsibility: Maintains data files and control procedures for a simple system of networked microcomputers or for a single group of microcomputers linked to a host workstation, minicomputer or mainframe. Assigns passwords and monitors use of resources. Backs up data as required. May produce simple periodic business reports; generates output such as labels, letters, and forms. Supports the Analysis of organizational and computer database system(s); is familiar with both commercially available off-the-shelf (COTS) and custom database software platforms. Performs simple analyses of organizational and computer database system(s). Supports the designs and implementation of computer database systems in both stand-alone and network configurations using commercially available and custom database software platforms. Requires direct supervision.

15. Principle Network Architect

Minimum/General Experience: Master's Degree or equivalent in an IT related discipline with minimum 10-15 years general experience of which at least eight (8) years must be specialized network experience.

Functional Responsibility: Leads the evaluation, design, and development of data networking and telecommunications systems (H/W & S/W). Leads analysis of network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput), troubleshoots problems and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Provides recommendation, plans and leads installations, transitions, conversions and cutovers of network components and capabilities. Oversees monitoring of telecomm systems operations and services of vendors. Coordinates requirements with users and suppliers. Provides technical leadership and vision in the integration and test of complex large-scale computer integrated networks. Oversees network control center. May provide daily supervision and direction to staff. Manages all levels of network engineers.

16. Senior Network Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 6-10 years general experience of which at least four (4) years must be specialized network experience.

Functional Responsibility: Evaluates, designs, develops and maintains data networking and telecommunications systems (H/W & S/W). Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput), troubleshoots problems and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans and conducts installations, transitions, conversions and cutovers of network components and capabilities. Leads monitoring of telecomm system operations and services of vendors. Coordinates requirements with users and suppliers. Provides technical leadership in the integration and test of computer integrated networks. Oversees network control center. May provide daily supervision and direction to staff. Task lead or supervisor of intermediate, junior and/or entry level network engineers.

17. Intermediate Network Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 3-6 years general experience of which at least two (2) years must be specialized network experience.

Functional Responsibility: Develops and maintains data networking and telecommunications systems (H/W & S/W). Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput), troubleshoots problems and recommends procurement, removals, and modifications to network components. Optimizes network topologies and site configurations. Assists in the planning and conduct of installations, transitions, conversions and cutovers of network components and capabilities. Monitors operations of telecomm systems and services of vendors. Coordinates requirements with users and suppliers. Performs network administration, provides technical support in the integration and test of computer integrated networks. Requires minimal supervision.

18. Junior Network Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with three (3) years or less in general network experience.

Functional Responsibility: Develops and maintains data networking and telecommunications systems (H/W & S/W). Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput), troubleshoots problems and recommends procurement, removals, and modifications to network components. Works with network topologies and site configurations. Implements plans to install, transition, convert and cutover network components and capabilities. Monitors operations of telecomm systems and services of vendors. Coordinates requirements with users and suppliers. Performs network administration, provides technical assistance in the integration and test of computer integrated networks. Requires direct supervision.

19. Principal Internet Architect

Minimum/General Experience: Master's Degree or equivalent in an IT related discipline with minimum 10-15 years general experience of which at least eight (8) years must be specialized internet experience.

Functional Responsibility: Provides leadership and guidance in architectural design of large-scale, Internet-based enterprise systems. Based on analysis and the evaluation of complex system requirements and business processes, and leveraging the latest Internet technology, formulates strategic and implements plans for collecting, storing, distributing, presenting and securing information. Possesses comprehensive understanding of Web hosting infrastructure and key Web hosting components such as Web Servers, middleware servers, load balancers, firewalls, and Internet protocols (HTTP, TCP, FTP, DNS). Leveraging a wide spectrum of Internet technologies, (i.e., .NET, J2EE, Web Services and PKI/SSL), provides architectural design and engineering strategies to implement the most efficient and effective solution. Establishes guidelines and direction in large-scale Internet-based systems development projects. Oversees system testing, and validates functionality, operations and performance in accordance to design specifications. Forecasts and estimates Internet-based infrastructure and application development costs and schedules. Provides supervision and direction to staff. Manages all levels of internet engineers.

20. Senior Internet Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 6-10 years general experience of which at least four (4) years must be specialized internet experience.

Functional Responsibility: Provides support in architectural design of large-scale, Internet-based enterprise systems. Prepares and reviews implementation plans leveraging Internet-based technologies (i.e., .NET, J2EE, Web Services and PKI/SSL). Possesses working knowledge of Web hosting infrastructure and key Web hosting components such as Web Servers, middleware servers, load balancers, firewalls (DMZ), and Internet protocols (HTTP, TCP, FTP, DNS). Identifies and designs software tools and subsystems to support software development, test and reuse, and manages their implementation. Prepares and conducts code reviews and system acceptance criteria development. Applies accepted design techniques and CASE tools. Supervises software configuration management and version control. Provides technical direction and guidance to Internet engineers involved modifications, development or the migration of Internet-based systems. Task lead or supervisor of intermediate, junior and/or entry level internet engineers.

21. Intermediate Internet Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 3-6 years general experience of which at least two (2) years must be specialized internet experience.

Functional Responsibility: Provides support in architectural design of moderately complex Internet-based enterprise systems. Familiar with Web hosting infrastructure and key Web hosting components such as Web Servers, middleware servers, load balancers, firewalls, and Internet protocols (HTTP, TCP, FTP, DNS). Independently implements Web components (i.e., user interfaces, data access objects and business logics) by analyzing functional specifications and interpreting system design specifications. Prepares and reviews user manuals, maintenance guides, training materials, and installation guides. Conducts system/subsystem tests, and prepares test results documents. Troubleshoots and analyzes systems anomalies, and recommends corrective actions. Ensures that implementation is in compliance with requirements and design specifications. Requires minimal supervision.

22. Junior Internet Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with three (3) years or less in general Internet experience.

Functional Responsibility: Familiar with Web hosting infrastructure and key Web hosting components, such as Web Servers, middleware servers, load balancers, firewalls, and Internet protocols (HTTP, TCP, FTP, DNS). Assists in the implementation of Web components (i.e., interfaces, data access objects and business logics). Contributes to the preparation and reviews of user manuals, maintenance guides, training materials, and installation guides. Assists in system/subsystem tests, and validates user interfaces functionality. Requires direct supervision

23. Principle IA Architect

Minimum/General Experience: Master's Degree or equivalent in an IT related discipline with minimum 10-15 years general experience of which at least eight (8) years must be specialized information assurance experience.

Functional Responsibility: Serves as an Information Assurance (IA) technology expert in the architecture and development of large IA systems requiring state-of-the-art technology that is based on complex engineering techniques and/or processes. Establishes IA system requirements using the analysis of enterprise-wide or large scale information assurance systems to determine critical features and establishing performance models to ensure the viability of the required tasks, the interrelationships of the tasks, and that a recommended solution will meet all requirements in an effective manner. Designs IA systems architectures that include software, hardware, and communications to support the total set of system requirements, as well as provide for present and future cross-functional requirements and interfaces. Manages all levels of information assurance engineers.

24. Senior IA Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 6-10 years general experience of which at least four (4) years must be specialized information assurance experience.

Functional Responsibility: Analyzes user needs to determine functional and cross-functional requirements on a large-scale information assurance and information system or enterprise-wide level. Performs functional allocation to identify required tasks and their interrelationships. Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assists in establishing information assurance standards for information systems procedures. Task lead or supervisor of intermediate, junior and/or entry level information assurance engineers.

25. Intermediate IA Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with minimum 3-6 years general experience of which at least two (2) years must be specialized IA experience.

Functional Responsibility: Performs network vulnerability analysis and reporting. Performs network security monitoring and analysis, identifies suspicious and malicious activities, identifies and tracks malicious code (including worms, viruses, trojan horses, and etc), enters and tracks events and incidents. Supports incident escalation and assesses probable impact and damages, identifies damage control, assists in developing course of action and recovery procedures. Knowledge of LANs, VPNs, routers, firewalls. Requires minimal supervision.

26. Junior IA Engineer

Minimum/General Experience: Bachelor's Degree or equivalent in an IT related discipline with three (3) years or less in general IA experience.

Functional Responsibility: Provides technical support for secure software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards. Applies knowledge of current IA policy at the national IA structure, roles of major organizations how they interrelate and interact, and shortcomings in this structure. Reviews and recommends IA solutions to customer problems based on an understanding of how products and services interrelate and support the IA mission and the viewpoints of the consumers of those products and services. Requires direct supervision.

SOFTCONCEPT GSA CUMMULATIVE PRICELIST CHART
1. BASE YEAR (As of January 1, 2004 with unit prices reduction of 0.25%)

| Order Number | Labor Categories Product/Services | Level Hours Days | 01/01/04 05/31/04 | 01/01/04 05/31/04 |
|----------------|--|-------------------|----------------------|----------------------|
| | | | Gov't Site | Con't Site |
| SC-001 | Program Manager | Level 4 | \$163.14 | \$189.24 |
| SC-002 | Principle System Architect | Level 4 | \$152.95 | \$177.42 |
| SC-003 | Senior System Engineer | Level 3 | \$132.56 | \$153.76 |
| SC-004 | Intermediate System Engineer | Level 2 | \$112.16 | \$130.11 |
| SC-005 | Junior System Engineer | Level 1 | \$91.77 | \$106.45 |
| SC-006 | Principle Software Architect | Level 4 | \$132.56 | \$153.76 |
| SC-007 | Senior Software Engineer | Level 3 | \$112.16 | \$130.11 |
| SC-008 | Intermediate Software Engineer | Level 2 | \$91.77 | \$106.45 |
| SC-009 | Junior Software Engineer | Level 1 | \$71.38 | \$82.80 |
| SC-010 | Principle Database Architect | Level 4 | \$122.35 | \$141.93 |
| SC-011 | Senior Database Engineer | Level 3 | \$101.96 | \$118.28 |
| SC-012 | Intermediate Database Engineer | Level 2 | \$81.57 | \$94.62 |
| SC-013 | Junior Database Engineer | Level 1 | \$61.18 | \$70.97 |
| SC-014 | Principle Network Architect | Level 4 | \$112.16 | \$130.11 |
| SC-015 | Senior Network Engineer | Level 3 | \$91.77 | \$106.45 |
| SC-016 | Intermediate Network Engineer | Level 2 | \$71.38 | \$82.80 |
| SC-017 | Junior Network Engineer | Level 1 | \$50.99 | \$59.14 |
| SC-018 | Principle Internet Architect | Level 4 | \$107.06 | \$124.19 |
| SC-019 | Senior Internet Engineer | Level 3 | \$89.73 | \$104.08 |
| SC-020 | Intermediate Internet Engineer | Level 2 | \$78.51 | \$91.07 |
| SC-021 | Junior Internet Engineer | Level 1 | \$55.06 | \$63.87 |
| SC-022 | Principle IA Architect | Level 4 | \$91.77 | \$106.45 |
| SC-023 | Senior IA Engineer | Level 3 | \$76.47 | \$88.71 |
| SC-024 | Intermediate IA Engineer | Level 2 | \$63.22 | \$73.34 |
| SC-025 | Junior IA Engineer | Level 1 | \$50.99 | \$59.14 |
| SC-NTAS1R | Network Traffic Analysis System (ABP3-SC1) | Integrated System | \$6,604.13 | |
| SC-NTAS2R | Network Traffic Analysis System (ABP3-SC2) | Integrated System | \$8,896.87 | |
| SC-NTAS1D | Network Traffic Analysis System (ABP3-SC1D) | Integrated System | \$6,577.84 | |
| SC-NTAS2D | Network Traffic Analysis System (ABP3-SC2D) | Integrated System | \$8,870.58 | |
| SC-NTAS15 | NTAS Display Unit 15" LCD (LCM-100) | Display Unit | \$1,400.16 | |
| SC-NTAS17 | NTAS Display Unit 17" LCD (LCM-101) | Display Unit | \$1,739.05 | |
| SC-NTASCD | Network Traffic Analysis System Software | GOTS | \$0.00 | |
| SC-NTASINSTALL | Network Traffic Analysis System Installation | Minimum 8 hrs | \$571.03 | |
| SC-NTASTRA3 | Network Traffic Analysis System Training | 3 Days | \$3,172.05 | |
| SCNTASTRA5 | Network Traffic Analysis System Training | 5 Days | \$5,286.75 | |



SOFTCONCEPT GSA CUMMULATIVE PRICELIST CHART

2. OPTION YEAR 1

| Order Number | Labor Categories Product/Services | Level Hours Days | 06/01/04 05/31/05 | 06/01/04 05/31/05 |
|----------------|--|-------------------|----------------------|----------------------|
| | | | Gov't Site | Con't Site |
| SC-001 | Program Manager | Level 4 | \$169.66 | \$196.81 |
| SC-002 | Principle System Architect | Level 4 | \$159.07 | \$184.52 |
| SC-003 | Senior System Engineer | Level 3 | \$137.86 | \$159.91 |
| SC-004 | Intermediate System Engineer | Level 2 | \$116.65 | \$135.31 |
| SC-005 | Junior System Engineer | Level 1 | \$95.44 | \$110.71 |
| SC-006 | Principle Software Architect | Level 4 | \$137.86 | \$159.91 |
| SC-007 | Senior Software Engineer | Level 3 | \$116.65 | \$135.31 |
| SC-008 | Intermediate Software Engineer | Level 2 | \$95.44 | \$110.71 |
| SC-009 | Junior Software Engineer | Level 1 | \$74.23 | \$86.11 |
| SC-010 | Principle Database Architect | Level 4 | \$127.25 | \$147.61 |
| SC-011 | Senior Database Engineer | Level 3 | \$106.04 | \$123.01 |
| SC-012 | Intermediate Database Engineer | Level 2 | \$84.83 | \$98.41 |
| SC-013 | Junior Database Engineer | Level 1 | \$63.62 | \$73.80 |
| SC-014 | Principle Network Architect | Level 4 | \$116.65 | \$135.31 |
| SC-015 | Senior Network Engineer | Level 3 | \$95.44 | \$110.71 |
| SC-016 | Intermediate Network Engineer | Level 2 | \$74.23 | \$86.11 |
| SC-017 | Junior Network Engineer | Level 1 | \$53.03 | \$61.51 |
| SC-018 | Principle Internet Architect | Level 4 | \$111.34 | \$129.15 |
| SC-019 | Senior Internet Engineer | Level 3 | \$93.32 | \$108.25 |
| SC-020 | Intermediate Internet Engineer | Level 2 | \$81.65 | \$94.71 |
| SC-021 | Junior Internet Engineer | Level 1 | \$57.27 | \$66.43 |
| SC-022 | Principle IA Architect | Level 4 | \$95.44 | \$110.71 |
| SC-023 | Senior IA Engineer | Level 3 | \$79.53 | \$92.26 |
| SC-024 | Intermediate IA Engineer | Level 2 | \$65.75 | \$76.27 |
| SC-025 | Junior IA Engineer | Level 1 | \$53.03 | \$61.51 |
| SC-NTAS1R | Network Traffic Analysis System (ABP3-SC1) | Integrated System | \$6,868.30 | |
| SC-NTAS2R | Network Traffic Analysis System (ABP3-SC2) | Integrated System | \$9,252.75 | |
| SC-NTAS1D | Network Traffic Analysis System (ABP3-SC1D) | Integrated System | \$6,840.95 | |
| SC-NTAS2D | Network Traffic Analysis System (ABP3-SC2D) | Integrated System | \$9,225.40 | |
| SC-NTAS15 | NTAS Display Unit 15" LCD (LCM-100) | Display Unit | \$1,456.17 | |
| SC-NTAS17 | NTAS Display Unit 17" LCD (LCM-101) | Display Unit | \$1,808.61 | |
| SC-NTASCD | Network Traffic Analysis System Software | GOTS | \$0.00 | |
| SC-NTASINSTALL | Network Traffic Analysis System Installation | Minimum 8 hrs | \$593.87 | |
| SC-NTASTRA3 | Network Traffic Analysis System Training | 3 Days | \$3,298.93 | |
| SCNTASTRA5 | Network Traffic Analysis System Training | 5 Days | \$5,498.22 | |

3. OPTION YEAR 2

| Order Number | Labor Categories Product/Services | Level Hours Days | 06/01/05 05/31/06 | 06/01/05 05/31/06 |
|----------------|--|-------------------|----------------------|----------------------|
| | | | Gov't Site | Con't Site |
| SC-001 | Program Manager | Level 4 | \$176.45 | \$204.68 |
| SC-002 | Principle System Architect | Level 4 | \$165.43 | \$191.90 |
| SC-003 | Senior System Engineer | Level 3 | \$143.37 | \$166.31 |
| SC-004 | Intermediate System Engineer | Level 2 | \$121.32 | \$140.73 |
| SC-005 | Junior System Engineer | Level 1 | \$99.26 | \$115.14 |
| SC-006 | Principle Software Architect | Level 4 | \$143.37 | \$166.31 |
| SC-007 | Senior Software Engineer | Level 3 | \$121.32 | \$140.73 |
| SC-008 | Intermediate Software Engineer | Level 2 | \$99.26 | \$115.14 |
| SC-009 | Junior Software Engineer | Level 1 | \$77.20 | \$89.56 |
| SC-010 | Principle Database Architect | Level 4 | \$132.34 | \$153.51 |
| SC-011 | Senior Database Engineer | Level 3 | \$110.28 | \$127.93 |
| SC-012 | Intermediate Database Engineer | Level 2 | \$88.23 | \$102.34 |
| SC-013 | Junior Database Engineer | Level 1 | \$66.17 | \$76.76 |
| SC-014 | Principle Network Architect | Level 4 | \$121.32 | \$140.73 |
| SC-015 | Senior Network Engineer | Level 3 | \$99.26 | \$115.14 |
| SC-016 | Intermediate Network Engineer | Level 2 | \$77.20 | \$89.56 |
| SC-017 | Junior Network Engineer | Level 1 | \$55.15 | \$63.97 |
| SC-018 | Principle Internet Architect | Level 4 | \$115.79 | \$134.32 |
| SC-019 | Senior Internet Engineer | Level 3 | \$97.05 | \$112.58 |
| SC-020 | Intermediate Internet Engineer | Level 2 | \$84.91 | \$98.50 |
| SC-021 | Junior Internet Engineer | Level 1 | \$59.56 | \$69.09 |
| SC-022 | Principle IA Architect | Level 4 | \$99.26 | \$115.14 |
| SC-023 | Senior IA Engineer | Level 3 | \$82.71 | \$95.95 |
| SC-024 | Intermediate IA Engineer | Level 2 | \$68.38 | \$79.32 |
| SC-025 | Junior IA Engineer | Level 1 | \$55.15 | \$63.97 |
| SC-NTAS1R | Network Traffic Analysis System (ABP3-SC1) | Integrated System | \$7,143.03 | |
| SC-NTAS2R | Network Traffic Analysis System (ABP3-SC2) | Integrated System | \$9,622.86 | |
| SC-NTAS1D | Network Traffic Analysis System (ABP3-SC1D) | Integrated System | \$7,114.59 | |
| SC-NTAS2D | Network Traffic Analysis System (ABP3-SC2D) | Integrated System | \$9,594.42 | |
| SC-NTAS15 | NTAS Display Unit 15" LCD (LCM-100) | Display Unit | \$1,514.41 | |
| SC-NTAS17 | NTAS Display Unit 17" LCD (LCM-101) | Display Unit | \$1,880.95 | |
| SC-NTASCD | Network Traffic Analysis System Software | GOTS | \$0.00 | |
| SC-NTASINSTALL | Network Traffic Analysis System Installation | Minimum 8 hrs | \$617.62 | |
| SC-NTASTRA3 | Network Traffic Analysis System Training | 3 Days | \$3,430.89 | |
| SCNTASTRA5 | Network Traffic Analysis System Training | 5 Days | \$5,718.15 | |



SOFTCONCEPT GSA CUMMULATIVE PRICELIST CHART

4. OPTION YEAR 3

| Order Number | Labor Categories Product/Services | Level Hours Days | 06/01/06 05/31/07 | 06/01/06 05/31/07 |
|----------------|--|-------------------|----------------------|----------------------|
| | | | Gov't Site | Con't Site |
| SC-001 | Program Manager | Level 4 | \$183.51 | \$212.87 |
| SC-002 | Principle System Architect | Level 4 | \$172.05 | \$199.57 |
| SC-003 | Senior System Engineer | Level 3 | \$149.11 | \$172.96 |
| SC-004 | Intermediate System Engineer | Level 2 | \$126.17 | \$146.36 |
| SC-005 | Junior System Engineer | Level 1 | \$103.23 | \$119.75 |
| SC-006 | Principle Software Architect | Level 4 | \$149.11 | \$172.96 |
| SC-007 | Senior Software Engineer | Level 3 | \$126.17 | \$146.36 |
| SC-008 | Intermediate Software Engineer | Level 2 | \$103.23 | \$119.75 |
| SC-009 | Junior Software Engineer | Level 1 | \$80.29 | \$93.14 |
| SC-010 | Principle Database Architect | Level 4 | \$137.63 | \$159.65 |
| SC-011 | Senior Database Engineer | Level 3 | \$114.69 | \$133.04 |
| SC-012 | Intermediate Database Engineer | Level 2 | \$91.75 | \$106.44 |
| SC-013 | Junior Database Engineer | Level 1 | \$68.82 | \$79.83 |
| SC-014 | Principle Network Architect | Level 4 | \$126.17 | \$146.36 |
| SC-015 | Senior Network Engineer | Level 3 | \$103.23 | \$119.75 |
| SC-016 | Intermediate Network Engineer | Level 2 | \$80.29 | \$93.14 |
| SC-017 | Junior Network Engineer | Level 1 | \$57.35 | \$66.53 |
| SC-018 | Principle Internet Architect | Level 4 | \$120.43 | \$139.69 |
| SC-019 | Senior Internet Engineer | Level 3 | \$100.93 | \$117.08 |
| SC-020 | Intermediate Internet Engineer | Level 2 | \$88.31 | \$102.44 |
| SC-021 | Junior Internet Engineer | Level 1 | \$61.94 | \$71.85 |
| SC-022 | Principle IA Architect | Level 4 | \$103.23 | \$119.75 |
| SC-023 | Senior IA Engineer | Level 3 | \$86.02 | \$99.79 |
| SC-024 | Intermediate IA Engineer | Level 2 | \$71.12 | \$82.49 |
| SC-025 | Junior IA Engineer | Level 1 | \$57.35 | \$66.53 |
| SC-NTAS1R | Network Traffic Analysis System (ABP3-SC1) | Integrated System | \$7,399.18 | |
| SC-NTAS2R | Network Traffic Analysis System (ABP3-SC2) | Integrated System | \$10,007.77 | |
| SC-NTAS1D | Network Traffic Analysis System (ABP3-SC1D) | Integrated System | \$7,417.72 | |
| SC-NTAS2D | Network Traffic Analysis System (ABP3-SC2D) | Integrated System | \$9,978.19 | |
| SC-NTAS15 | NTAS Display Unit 15" LCD (LCM-100) | Display Unit | \$1,574.99 | |
| SC-NTAS17 | NTAS Display Unit 17" LCD (LCM-101) | Display Unit | \$1,956.19 | |
| SC-NTASCD | Network Traffic Analysis System Software | GOTS | \$0.00 | |
| SC-NTASINSTALL | Network Traffic Analysis System Installation | Minimum 8 hrs | \$642.33 | |
| SC-NTASTRA3 | Network Traffic Analysis System Training | 3 Days | \$3,568.12 | |
| SCNTASTRA5 | Network Traffic Analysis System Training | 5 Days | \$5,946.87 | |

5. OPTION YEAR 4

| Order Number | Labor Categories Product/Services | Level Hours Days | 06/01/07 05/31/08 | 06/01/07 05/31/08 |
|----------------|--|-------------------|----------------------|----------------------|
| | | | Gov't Site | Con't Site |
| SC-001 | Program Manager | Level 4 | \$190.85 | \$221.39 |
| SC-002 | Principle System Architect | Level 4 | \$178.93 | \$207.56 |
| SC-003 | Senior System Engineer | Level 3 | \$155.07 | \$179.88 |
| SC-004 | Intermediate System Engineer | Level 2 | \$131.21 | \$152.21 |
| SC-005 | Junior System Engineer | Level 1 | \$107.36 | \$124.54 |
| SC-006 | Principle Software Architect | Level 4 | \$155.07 | \$179.88 |
| SC-007 | Senior Software Engineer | Level 3 | \$131.21 | \$152.21 |
| SC-008 | Intermediate Software Engineer | Level 2 | \$107.36 | \$124.54 |
| SC-009 | Junior Software Engineer | Level 1 | \$83.50 | \$96.86 |
| SC-010 | Principle Database Architect | Level 4 | \$143.14 | \$166.04 |
| SC-011 | Senior Database Engineer | Level 3 | \$119.28 | \$138.37 |
| SC-012 | Intermediate Database Engineer | Level 2 | \$95.42 | \$110.69 |
| SC-013 | Junior Database Engineer | Level 1 | \$71.57 | \$83.02 |
| SC-014 | Principle Network Architect | Level 4 | \$131.21 | \$152.21 |
| SC-015 | Senior Network Engineer | Level 3 | \$107.36 | \$124.54 |
| SC-016 | Intermediate Network Engineer | Level 2 | \$83.50 | \$96.86 |
| SC-017 | Junior Network Engineer | Level 1 | \$59.65 | \$69.19 |
| SC-018 | Principle Internet Architect | Level 4 | \$125.24 | \$145.28 |
| SC-019 | Senior Internet Engineer | Level 3 | \$104.97 | \$121.76 |
| SC-020 | Intermediate Internet Engineer | Level 2 | \$91.84 | \$106.54 |
| SC-021 | Junior Internet Engineer | Level 1 | \$64.42 | \$74.72 |
| SC-022 | Principle IA Architect | Level 4 | \$107.36 | \$124.54 |
| SC-023 | Senior IA Engineer | Level 3 | \$89.46 | \$103.78 |
| SC-024 | Intermediate IA Engineer | Level 2 | \$73.96 | \$85.79 |
| SC-025 | Junior IA Engineer | Level 1 | \$59.65 | \$69.19 |
| SC-NTAS1R | Network Traffic Analysis System (ABP3-SC1) | Integrated System | \$7,725.90 | |
| SC-NTAS2R | Network Traffic Analysis System (ABP3-SC2) | Integrated System | \$10,408.08 | |
| SC-NTAS1D | Network Traffic Analysis System (ABP3-SC1D) | Integrated System | \$7,695.14 | |
| SC-NTAS2D | Network Traffic Analysis System (ABP3-SC2D) | Integrated System | \$10,377.32 | |
| SC-NTAS15 | NTAS Display Unit 15" LCD (LCM-100) | Display Unit | \$1,637.99 | |
| SC-NTAS17 | NTAS Display Unit 17" LCD (LCM-101) | Display Unit | \$2,034.44 | |
| SC-NTASCD | Network Traffic Analysis System Software | GOTS | \$0.00 | |
| SC-NTASINSTALL | Network Traffic Analysis System Installation | Minimum 8 hrs | \$668.02 | |
| SC-NTASTRA3 | Network Traffic Analysis System Training | 3 Days | \$3,710.85 | |
| SCNTASTRA5 | Network Traffic Analysis System Training | 5 Days | \$6,184.75 | |

SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAM**USA COMMITMENT TO PROMOTE
SMALL BUSINESS
PARTICIPATION PROCUREMENT PROGRAM****Preamble**

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

Commitment

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Randall Hoover
Director of Business Development
Phone: (571) 234-5600 Ext. 113
Fax: (571) 234-5607
Email: R.Hoover@SoftConcept-Inc.com
Web: www.SoftConcept-Inc.com

BLANKET PURCHASE AGREEMENT

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

SoftConcept, Inc.

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

_____.

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

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

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(Customer Name)

BLANKET PURCHASE AGREEMENT

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

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

| Model/Part Number | *Special BPA Discount/Price |
|-------------------|-----------------------------|
| | |
| | |
| | |
| | |

- (2) Delivery:

| Destination | Delivery Schedules/Dates |
|-------------|--------------------------|
| | |
| | |
| | |
| | |

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

| Office | Point of Contact |
|--------|------------------|
| | |
| | |
| | |
| | |

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

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

Here is a general outline on how it works:

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