



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

Special Item No. 132-33 Perpetual Software Licenses

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-50 Training Courses

Special Item No. 132-51 Information Technology Professional Services

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



**Spin Systems, Inc.
100 Carpenter Dr., Ste 100
Sterling, VA 20164**

www.spinsys.com

Phone 703-318-0803 Fax 703-318-0806

Business Size: Small Business

**Contract Number: GS-35F-0598N
Period Covered by Contract: May 12, 2013 - May 11, 2018**

Pricelist current through Modification #16, effective 5/12/13

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

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Information Applicable to all Special Item Numbers

SPECIAL NOTICE TO AGENCIES: SMALL BUSINESS PARTICIPATION

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT

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

2. CONTRACTOR'S ADDRESS - ORDERING AND PAYMENT:

**Ordering: SPIN SYSTEMS, INC.
100 CARPENTER DR., STE 100
STERLING, VA 20164**

**Payment: SPIN SYSTEMS, INC.
100 CARPENTER DR., STE 100
STERLING, VA 20164**

Spin Systems will accept government purchase cards for payment above the micro-purchase threshold. In addition, information to support wire transfer payments will be provided on invoices.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: **Phone: 703.318.0803**
Fax: 703.318.0806

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System: **829088116**
Block 30: Type of Contractor - **B. Other Small Business**
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification (TIN): **54-1918968**

4a. Cage Code: **3ED90**

4b. Spin Systems, Inc. has registered with the CCR database.

5. FOB

Destination

6. DELIVERY SCHEDULE

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

Special Item Number 132-51

Spin Systems will adhere to the delivery schedule stipulated in each delivery order and/or delivery order amendment.

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

Spin Systems will adhere to the delivery schedule stipulated in each task or delivery order and/or task or delivery order amendment.

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

- a. **Prompt Payment:** **2%, 20 Days, Net 30**
- b. **Quantity:** **None.**
- c. **Dollar Volume:** **None.**
- d. **Government Educational Institutions:** Government Educational Institutions are offered the same discounts as all other Government customers
- e. **Government Credit Card Discount:** **1% of Invoiced Amount**

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not applicable. Overseas shipment will not be provided under this contract.

10. SMALL REQUIREMENTS

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

11. MAXIMUM ORDER

Maximum dollar value of orders to be issued: \$ **500,000**

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS

In accordance with FAR 8.404:

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

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

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

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

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

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

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 office determines that it is appropriate.

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

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

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

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

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

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 agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES.

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS.

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

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

- (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 office 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:

Not applicable.

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

20. BLANKET PURCHASE AGREEMENTS (BPAS).

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, DEINSTALLATION, REINSTALLATION.

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

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

23. SECTION 508 COMPLIANCE.

Yes, SDACA is a server side component and is 508 compliant. Please visit <http://www.spinsys.com/section508.html> to review our commitment to be 508 compliant in our solutions.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(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 APPLICABLE PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE OF SOFTWARE (SPECIAL ITEM NUMBER 132-34) FOR 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 post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

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.

Spin Systems, Inc. warrants that the SDACA Software will conform, as to all substantial operational features, to Spin Systems' current published specifications when installed and will be free of defects that substantially affect system performance for a period of 1 year from the date of original acceptance. From time to time, Spin Systems, Inc. may identify certain computer hardware with which Spin Systems, Inc. reasonably believes the software is compatible. Spin Systems does not guarantee or certify compatibility of all possible combinations. Notification of updates, upgrades, or any applicable changes may be in writing either by mail or e-mail.

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 703-318-0803 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 to 5:00 Eastern time. There is also e-mail support at support@spinsys.com and online ticket tracking at: <http://tickets.spinsys.com>.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Upon payment of the appropriate support and maintenance fees, technical support and maintenance will be provided as specified below:

Support services consists of (i) Error Correction, E-Mail Support, Website Support and Telephone Support provided to designated technical support contact(s) concerning the installation and use of the then current release of the Licensed Software and the Previous Sequential Release and (ii) Licensed Software updates that the Licensor at its discretion makes generally available without additional charge. Licensee shall have two designated technical support contacts per location up to a total maximum of four designated technical support contacts.

Licensor provides Hotline support services Monday through Friday, excluding U.S. Holidays, between 9 am and 5 pm EST.

Designated contacts may request technical support services via telephone, Internet, Fax, electronic mail, or posted mail.

Telephone: 703.318.0803, ext. 277

Fax: 703.318.0806

Email: support@spinsys.com

www:<http://tickets.spinsys.com>

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

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)
Not Applicable

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
Not Applicable

7. TERM LICENSE CESSATION
Not Applicable

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

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection

with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

There is a limit of 200 licenses per server.

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

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The SDACA platform can be deployed on any J2EE compliant application server. The recommend Database platform for SDACA is Oracle database server.

Recommended Server Configuration:

Processor: Dual CPU with each CPU configured at: Intel® Xeon Processor at 3.0GHz/2MB Cache, 800MHz FSB 285302G

Memory: 8GB DDR2 400MHz (4X2GB), Dual Ranked DIMMs 8G4D4D

Hard Drive Configuration: RAID 5, 3 Drives, each configured at: 73GB 10K RPM Ultra 320 SCSI Hard Drive

Database sever configuration will depend on application requirements.

11. RIGHT-TO-COPY PRICING

Spin Systems, Inc. does not offer right to copy.

SIN 132-33 PERPETUAL SOFTWARE PRICING:

I. SDACA SIN 132-33

PRODUCT ID	PRODUCT DESCRIPTION	QUANTITY	PRICE	QUANTITY/VOLUME DISCOUNT		
		SEATS		5-25	26-150	151-199*
SDACA	SDACA Software: Spin Systems, Inc. (SPINSYS) has developed the SDACA system to help customers manage disseminate and distribute data across multiplatform and Decentralized systems. The application's core functionality was built around the strong financial industry approach, wherein data are collected and aggregated from various data sources and utilized for analytical and management systems.	1-4	\$47,355.16	\$97,733.00	\$184,328.87	\$254,911.84
SDACA-BNDL	SDACA Bundle (includes One additional server license and support for 15 months) Note must be procured together and purchased as one to get Three month extension and reduced price	200+	\$335,012.59	N/A	N/A	N/A

*There is a limit of 200 seats per server

II. SBF License SIN 132-33

GSA Prod#	Number of Licenses	GSA Price ⁽¹⁾ Per Tier with IFF
SPINBF-1	1 thru 50	\$30,212.39
SPINBF-2	51 - 300	\$139,441.81
SPINBF-3	301 - 600	\$250,995.26
SPINBF-4	601 - 1000	\$376,496.73
SPINBF-5	1001 - 1500	\$508,261.96
SPINBF-6	1501 - 2000	\$609,914.36
SPINBF-7	2001 - 2500	\$686,153.65
SPINBF-8	2501 - 3000	\$741,057.43
SPINBF-9	3001 - 3500	\$778,100.25
SPINBF-10	3501 - 4500	\$800,316.37
SPINBF-11	4501+	\$810,333.25

⁽¹⁾ SBF Licenses are sold only by grouped tier

III. SIN 132-33 SpinBF Modules

SpinBF Modules ⁽²⁾ Prod Name	Product Description	GSA Price with IFF
SPINBF-Corporate Secretary Module	Keep track of and communicate corporate and subsidiary information including officer and director information, corporate stock records and minute books, and upcoming board meetings and agenda	\$28,455.01
SPINBF-License Management Module	Keep track of your licenses, recorded notes, expiration dates, and costs, and automatically build documents.	\$22,675.57
SPINBF-Calendaring and Docketing Module	Robust calendaring and scheduling integrates with Exchange and aligns calendar events with matter events, persons, and venues/locations. Using rule-based docketing, ticklers and reminders can be set for important events such as expiration dates, court appearances, and document responses. Calendars are available for the entire department, for specific practice areas, for individuals and for critical matters	\$36,287.15
SPINBF-People Management	Virtually all of your contact information, including information for law department professionals, outside counsel, vendors and clients, is maintained in SBF in one location.	\$17,403.02
SPINBF-Correspondence Management	Effectively manage and routinize correspondence circulation and maintain records on important, sensitive, and/or time critical internal and external correspondence.	\$29,353.59
SPINBF-Enhanced Reporting/Dashboard Module	Users can view, manage, assemble and present their data graphically and drill down to detailed information. Information can be repurposed, with minimal effort, as Excel charts, Word documents and PowerPoint presentations.	\$19,562.82
SPINBF-Document Assembly Module	Repurpose the information in the SBF database by using it to assemble documents and forms and incorporating workflow to ensure that proper approvals are provided.	\$16,895.16
SPINBF-Contracts Assembly Module	Contract assembly enables staff to automatically generate tailored contracts depending business rules and matter data improving efficiency and improving service.	\$16,005.94
SPINBF-Document & Records Management Module	Manage, track, retrieve, update, and share documents by matter. Append emails and attachments to matters. Bi-directional integration with Outlook and Lotus Notes.	\$157,934.51
SPINBF-Time Management Module	Manage employee timesheets for project control, customer invoicing, and payroll automation. Manage project costs & schedules using real-time status information. Track activities & expenses back to detailed cost centers and matters.	\$44,795.97
SPINBF-File Management Module	Manage, track, retrieve, update, and share documents by matter. Track the locations of your files, check-in, checkout files. Print and scan barcodes for ease of management.	\$67,193.95

⁽²⁾ The modules are plug-ins on the Spin Business Framework. A license for the Spin Business Framework must be purchased prior to purchasing the SBF specific modules.

SIN 132-34 MAINTENANCE OF SOFTWARE:

I. SDACA 132-34

PRODUCT ID	PRODUCT DESCRIPTION	QUANTITY	PRICE
SDACA-MAINT	SDACA Software Maintenance 12-Months	Not Applicable	\$95,806.55

II. Spin Business Framework Maintenance and Support 132-34

SBF License Maintenance GSA Product Name	SBF License Maintenance Description	GSA Price w/ IFF Annual Maintenance
SPINBF-1 Maintenance	Tier 1 Maintenance	\$6,843.11
SPINBF-2 Maintenance	Tier 2 Maintenance	\$31,583.57
SPINBF-3 Maintenance	Tier 3 Maintenance	\$56,850.43
SPINBF-4 Maintenance	Tier 4 Maintenance	\$85,276.51
SPINBF-5 Maintenance	Tier 5 Maintenance	\$115,121.34
SPINBF-6 Maintenance	Tier 6 Maintenance	\$138,145.60
SPINBF-7 Maintenance	Tier 7 Maintenance	\$155,413.81
SPINBF-8 Maintenance	Tier 8 Maintenance	\$167,849.51
SPINBF-9 Maintenance	Tier 9 Maintenance	\$176,239.71
SPINBF-10 Maintenance	Tier 10 Maintenance	\$181,271.66
SPINBF-11 Maintenance	Tier 11 Maintenance	\$183,540.48

**TERMS AND CONDITIONS APPLICABLE TO 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.

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 RESCHEDULING

- 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

No follow-up training will be provided.

6. PRICE FOR TRAINING

SIN	PRODUCT ID	PRODUCT DESCRIPTION	QUANTITY	PRICE
132-50	SDACA-TRAIN-1	SDACA SOFTWARE TRAINING 5 DAYS ONSITE	NOT APPLICABLE	\$11,007.56
132-50	SDACA-TRAIN-2	SDACA SOFTWARE TRAINING 5 DAYS OFFSITE	NOT APPLICABLE	\$9,093.20

SIN	PRODUCT NUMBER	PRODUCT DESCRIPTION	GSA PRICE AT TIER LEVEL	NET GSA PRICE (INCLUDES IFF)
132-50	SPINBF-TRAIN1	SPIN BUSINESS FRAMEWORK SOFTWARE TRAINING 5 DAYS OFF SITE	\$10,925.00	\$11,007.56

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

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 (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors

cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

Training will be required on the SDACA platform. Training and support can be provided

- *On site training : Spin Systems engineers will travel on-site to provide training*
- *In-house Training : Spin Systems offers in-house classes at our facilities in Sterling*
- *Staff Augmentation: Spin Systems can provide qualified staff to augment the existing staff and support in the implementation of the SDACA solution.*

9. "NO CHARGE" TRAINING

No free training will be provided

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 Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES.

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

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

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

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

(a) When ordering services, ordering offices shall—

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

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

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services

described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

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

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

(2) Transmit the Request to Contractors:

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

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

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

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

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

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

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

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

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

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

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

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

4. ORDER.

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

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

5. PERFORMANCE OF SERVICES.

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

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

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

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

6. INSPECTION OF SERVICES.

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

7. RESPONSIBILITIES OF THE CONTRACTOR.

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

8. RESPONSIBILITIES OF THE GOVERNMENT.

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

9. INDEPENDENT CONTRACTOR.

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST.

a. Definitions.

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

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

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

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

11. INVOICES.

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

12. PAYMENTS.

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 apply 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 agency upon request.

14. INCIDENTAL SUPPORT COSTS.

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

15. APPROVAL OF SUBCONTRACTS.

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

16. DESCRIPTION OF IT SERVICES AND PRICING.

Spin Systems' greatest strength comes from the people we hire and the knowledge, experience and unbounded energy they bring to each project. The people of Spin Systems are passionate individuals dedicated to the future of our clients, our company and the Internet. Our project teams have decades of experience at our Fortune 500 client sites. Our team members are specialized experts, deeply rooted in emerging technologies. We work with our client to deliver working solutions that the client can maintain without relying on outside resources. Services we provide include: Professional Services, eSolutions, ecommerce Solutions, Professional Training, and Design.

a. SERVICES.

Professional Services

Spin Systems consultants are experts in their fields, and our success depends on them. We have an established in-house support network for our consultants, which allows them to call on other experts if assistance and technical advice are needed. We deliver services in the several areas:

eSolutions Provider

Spin Systems' core team has decades of experience in providing technical solutions to their customers. By building state-of-the-art in-house research and development facilities, Spin Systems has the capability of building, deploying and hosting systems on our infrastructure. Spin Systems has teamed up with UUNET to ensure that we provide the infrastructure needed for our clients. Our expertise in firewalls and secure systems provides an added benefit for systems deployment on our infrastructure.

eCommerce Solutions Provider

Spin Systems has the expertise and infrastructure to provide e-commerce solutions to meet the needs of our customers. The e-commerce solutions that we provide range from business-to-business applications to business-to-consumer applications. Our solutions include: credit card processing, EDI, and custom e-commerce solutions.

Professional Training

The corporate culture at Spin Systems mandates constant knowledge transfer within the company and with our clients. Our headquarters contain training facilities where our employees share their technical expertise to ensure that the highest quality eSolutions are created. As an added service, we provide access to these training classes for our customers and their employees/partners.

Design Partnerships

Spin Systems focuses on providing technical solutions. In order to provide full solutions to our customers, we have developed strong relationships with several graphic design companies to help us deliver exceptional design solutions to our customers.

b. LABOR CATEGORY DESCRIPTIONS

JOB TITLE: PRINCIPAL IT CONSULTANT

EDUCATION: MS in related field, or BS + 2 additional years of experience

EXPERIENCE: 10+ years experience

DUTIES/RESPONSIBILITIES:

The Principal IT Consultant has proven technical, analytical, and written skills to apply to the task of insuring the proper planning, testing, implementation, and support of worldwide computer systems. He/She are familiar with networked applications, messaging, software delivery, network management, security protocols, backup, data protection, business process definition, project and program management.

JOB TITLE: SENIOR IT CONSULTANT

EDUCATION: BS in related field

EXPERIENCE: 6+ years experience

DUTIES/RESPONSIBILITIES:

Senior IT Consultants possess a higher level of experience in data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications. Senior IT Consultants have experience in a variety of industries and leverage their diverse experience throughout project planning, execution, and delivery.

JOB TITLE: IT CONSULTANT

EDUCATION: BS in related field

EXPERIENCE: 2+ years experience

DUTIES/RESPONSIBILITIES:

IT Consultants possess a high level of experience in enterprise application development, data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications. IT Consultants have experience in a variety of industries and leverage their diverse experience throughout project planning, execution, and delivery.

JOB TITLE: JR. IT CONSULTANT

EDUCATION: BS in related field

EXPERIENCE: 0+ years experience

DUTIES/RESPONSIBILITIES:

Junior IT Consultants work under the supervision of more senior IT Consultants and supports teams in implementing and testing client software and system development projects. The Jr. IT Consultant's skills include basic programming functions and in developing project activities. They most often work as part of a team and take direction from more senior members of the team.

JOB TITLE: SENIOR SOFTWARE ENGINEER

EDUCATION: BS in related field, or BS + 2 additional years of experience

EXPERIENCE: 8+ years experience

DUTIES/RESPONSIBILITIES:

The Senior Software Engineer has experience in software analysis, development and support involving real-time embedded software systems and has thorough knowledge and experience in application structured theory and applications. He/she has extensive experience in the analysis, definition, design

development, and writing of software requirements and specifications, determining technical feasibility, assisting in cost estimate preparation, planning, and software development and maintenance.

JOB TITLE: PROGRAMMER ANALYST III

EDUCATION: BS in related field

EXPERIENCE: 6+ years experience

DUTIES/RESPONSIBILITIES:

The Programmer Analyst III analyzes system requirements, designs systems, conducts tests, and implements designs. They also conceive, design, and test logical structures for solving computing problems. Programmer Analyst III solves computer problems and uses computer technology to meet individual needs of an organization. They help organizations realize the maximum benefit from its investment in equipment, personnel, and business processes. This process may include planning and developing new computer systems or devising ways to apply existing systems' resources to additional operations. The Programmer Analyst III is normally the senior programmer analyst assigned to a team and often has supervisory responsibility for other programmers on the team.

JOB TITLE: PROGRAMMER ANALYST II

EDUCATION: BS in related field

EXPERIENCE: 2+ years experience

DUTIES/RESPONSIBILITIES:

The Programmer Analyst II analyzes system requirements, designs systems, conducts tests, and implements designs. They also conceive, design, and test logical structures for solving computing problems. Programmer Analyst II solves computer problems and uses computer technology to meet individual needs of an organization. They help organizations realize the maximum benefit from its investment in equipment, personnel, and business processes. This process may include planning and developing new computer systems or devising ways to apply existing systems' resources to additional operations.

JOB TITLE: PROGRAMMER ANALYST I

EDUCATION: BS in related field, or HS + 4 additional years of experience

EXPERIENCE: 0+ years experience

DUTIES/RESPONSIBILITIES:

The Programmer Analyst I works with more senior programmer analysts in developing and analyzing system requirements, designing systems, conducting tests, and implementing designs. They also help conceive, design, and test logical structures for solving computing problems. The Programmer Analyst I aids in solving computer problems and using computer technology to meet individual needs of an organization. The Programmer Analyst I works as part of a team and takes direction from more senior members of the team.

JOB TITLE: SYSTEMS ANALYST

EDUCATION: BS in related field

EXPERIENCE: 4+ years experience

DUTIES/RESPONSIBILITIES:

Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software

performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

JOB TITLE: SUBJECT MATTER EXPERT I

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise. An additional four years of relevant experience may be substituted for the Bachelors Degree.

EXPERIENCE: Five years applied experience in specific area of expertise including functional experience with relevant processes and ADP systems.

DUTIES/RESPONSIBILITIES:

Performs analytic work in support of systems engineering or planning activities, including the development of preliminary and detailed functional analysis required for ADP systems. Subject matter functional expertise provided includes areas such as inventory management, supply, provisioning, maintenance, transportation, personnel, financial management, and administration.

JOB TITLE: SUBJECT MATTER EXPERT II

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise. An additional four years of relevant experience may be substituted for the Bachelors Degree.

EXPERIENCE: Seven years applied experience in specific area of expertise including functional experience with relevant processes and ADP systems.

DUTIES/RESPONSIBILITIES:

Performs analytic work in support of systems engineering or planning activities, including the development of preliminary and detailed functional analysis required for ADP systems. Subject matter functional expertise provided includes areas such as inventory management, supply, provisioning, maintenance, transportation, personnel, financial management, and administration. Introduces innovative approaches and methodologies for processes and support systems. May provide leadership to small teams of functional or technical personnel.

JOB TITLE: SUBJECT MATTER EXPERT III

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise. An additional four years of relevant experience may be substituted for the Bachelors Degree.

EXPERIENCE: Nine years applied experience in specific area of expertise including functional experience with relevant processes and ADP systems.

DUTIES/RESPONSIBILITIES:

Performs analytic work in support of systems engineering or planning activities, including the development of preliminary and detailed functional analysis required for ADP systems. Subject matter functional expertise provided includes areas such as inventory management, supply, provisioning, maintenance, transportation, personnel, financial management, and administration. Introduces innovative approaches and methodologies for processes and support systems. May provide leadership to large teams of functional or technical personnel.

JOB TITLE: SUBJECT MATTER EXPERT IV

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise. Four (4) years of documented relevant experience or an Associates Degree together with two (2) years of documented relevant experience, may be substituted for the Bachelors Degree.

EXPERIENCE: Ten years applied experience in specific area of expertise including functional experience with relevant processes and ADP systems.

DUTIES/RESPONSIBILITIES:

Performs analytic work in support of systems engineering or planning activities, including the development of preliminary and detailed functional analysis required for ADP systems. Subject matter functional expertise provided includes areas such as inventory management, supply, provisioning, maintenance, transportation, personnel, financial management, and administration. Introduces innovative approaches and methodologies for processes and support systems. May provide leadership to large teams of functional or technical personnel.

JOB TITLE: SENIOR DATABASE ADMINISTRATOR II

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Eight (8) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Manages the development of database projects and plans, budgets, staffs and data resources. Can be lead in planning preparation, load analysis, and backup and recovery of data. Prepares and delivers presentations on database management systems (DBMS) concepts. Provides daily supervision and direction to support staff.

JOB TITLE: SYSTEMS ANALYSTS III

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Eight (8) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Heads teams and projects. Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

JOB TITLE: SYSTEMS ANALYSTS II

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Six (6) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Heads teams and projects. Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

JOB TITLE: IT CONSULTANT II

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Four (4) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

IT Consultants possess a high level of experience in enterprise application development, data warehousing, the development of personalized electronic customer relationship management systems, and the design and build of web applications. IT Consultants have experience in a variety of industries and leverage their diverse experience throughout project planning, execution, and delivery.

JOB TITLE: TEST ENGINEER II

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Five (5) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Reviews, develops, and executes Test Plans and develops Test Reports, which document the results of unit, system, performance, and functionality tests. Performs testing on software, hardware, and system integration and regression. Develops test plans and suites, including test cases and procedures. Executes test plans and logs test results. Identifies and logs any defects, prioritizes them, and recommends fixes. Develops automation tools for testing. Setups and maintains test systems. Interacts with hardware and software engineers/developers

JOB TITLE: INFORMATION ANALYST I

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Three (3) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Design appropriate data collection, assessment, and evaluation instruments to support a workflow analysis. These include instruments used to gather and analyze both quantitative and qualitative information-questionnaires, interview protocols, and experimental protocols. Thoroughly control

computerized tools to collect, organize, and analyze data. These include database management systems, spreadsheets, statistical analysis software, and graphic analysis software. Fully control Internet data collection tools and search capabilities.

JOB TITLE: SYSTEMS ANALYST II

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Four (4) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Analyzes, designs, codes, and documents applications of software programs and prepares, maintains, tests, and evaluates systems programs and documentation for small to large scale computers and associated equipment. Assembles and unit tests routines or modified routines; writes system utility programs; codes assigned program segments using appropriate languages and write technical design notes. Coordinates and instructs analysts assigned to project. Prepares time and cost estimates for project. Leads post-implementation analyses.

JOB TITLE: DATABASE DEVELOPER

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Two (2) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Works with more senior project staff to define, develop, test, and deploy database modules, applications, and solutions. Collects and evaluates requirements. Defines file organization, indexing methods, and security procedures. Assists in the development of functional specifications and the preparation and proposal of development criteria, architecture, and implementation schedules. Monitors project execution to ensure adherence to stated design and development standards

JOB TITLE: BUSINESS ANALYST I

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Two (2) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Provides application programming support. Designs software tools and subsystems which promote software reuse. Analyzes existing systems for refinement and enhancement. Proficient in requirements determination, problem resolution, client facing interactivity.

JOB TITLE: SYSTEMS ADMINISTRATION I

EDUCATION: Bachelors Degree in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

EXPERIENCE: Two (2) years applied experience in specific area of expertise including relevant functional experience.

DUTIES/RESPONSIBILITIES:

Responsible for all system administration and management including daily system operation, for the computer operating system applicable to the site supported. Must be adept at problem identification and resolution. Must be capable of documenting operating system problems and developing solutions. Uses performance monitoring tools to profile system performance and correct bottlenecks. Uses security monitoring tools to detect weaknesses, viruses, Trojans, and intrusions in order to plug security vulnerabilities

c. Labor Rate Pricing

Labor Categories	May 12, 2013 - May 11, 2014	May 12, 2014 - May 11, 2015	May 12, 2015 - May 11, 2016	May 12, 2016 - May 11, 2017	May 12, 2017 - May 11, 2018
Principal IT Consultant	230.44	239.89	249.73	259.97	270.63
Senior IT Consultant	171.16	178.18	185.49	193.09	201.01
IT Consultant	105.32	109.64	114.13	118.81	123.68
Jr. IT Consultant	85.56	89.07	92.72	96.53	100.48
Senior Software Engineer	197.50	205.59	214.02	222.80	231.93
Programmer III	197.50	205.59	214.02	222.80	231.93
Programmer II	98.74	102.79	107.01	111.39	115.96
Programmer I	74.99	78.06	81.26	84.60	88.06
System Analyst	98.74	102.79	107.01	111.39	115.96
Subject Matter Expert I	122.47	127.49	132.72	138.16	143.83
Subject Matter Expert II	144.87	150.81	156.99	163.43	170.13
Subject Matter Expert III	197.55	205.65	214.08	222.85	231.99
Subject Matter Expert IV	230.47	239.92	249.75	259.99	270.65
Sr. Database Administrator II	189.22	196.98	205.05	213.46	222.21
Systems Analyst III	125.31	130.45	135.79	141.36	147.16
Systems Analyst II	111.97	116.56	121.34	126.31	131.49
IT Consultant II	117.04	121.84	126.84	132.04	137.45
Test Engineer II	112.52	117.13	121.94	126.94	132.14
Information Analyst I	111.97	116.56	121.34	126.31	131.49
Database Developer	101.00	105.15	109.46	113.94	118.62
Business Analyst I	99.73	103.82	108.08	112.51	117.12
Systems Administration I	98.20	102.23	106.42	110.79	115.33

USA commitment to promote Small Business Participation Procurement Programs

PREAMBLE

COMMITMENT

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact **Wael Al-Ali, President**, ph# **571.434.7898**, www.spinsys.com, Fax: **571.434.7899**.

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL
BPA DISCOUNT/PRICE	

_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
--------	------------------

_____	_____
_____	_____
_____	_____

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

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

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

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

(h) Date of Shipment.

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

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

Basic Guidelines for using "Contractor Team Arrangements"

CONTRACTOR TEAM ARRANGEMENTS

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

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

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

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

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

Here is a general outline on how it works:

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