

# CS STARS

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

**SIN 132-32 / 132-32STLOC - TERM SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers and Microcomputers: Application Software

**SIN 132-51 / 132-51STLOC - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management 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.

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**BUSINESS SIZE/STATUS: LARGE BUSINESS**

**CONTRACT NUMBER: GS-35F-0786R**

**PERIOD COVERED BY CONTRACT: AUGUST 10, 2005 AUGUST 9, 2015**

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE**

**PRICELIST CURRENT THROUGH MODIFICATION #PO-0012 DATED SEPTEMBER 15, 2011.**

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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### **TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32 / 132-32STLOC)**

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**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

For orders exceeding the 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 (<http://www.gsadvantage.gov/>). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (<http://www.fss.gsa.gov/>) contain information on a broad array of products and services offered by small business concerns.

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT**

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

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

Offerors are requested to check one of the following boxes:

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

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION**

**CONTRACTOR'S ORDERING ADDRESS:** CS STARS LLC  
Attn: Ben C. Willman  
500 W. Monroe Street, Suite 2100  
Chicago, IL 60661

**CONTRACTORS PAYMENT ADDRESS:** CS STARS LLC  
P.O. Box 201739  
Dallas, TX 75320-1739

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: **Ben C. Willman, (214) 303-8637.**

### 3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **780207614**

Block 30: Type of Contractor: **C. Large Business**

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

Block 36: Contractor's Taxpayer Identification Number (TIN): **20-2036689**

4a. CAGE Code: **6F2S1**

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

### 5. FOB DESTINATION

### 6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32 / 132-32STLOC	30 Days
132-51 / 132-51STLOC	To be negotiated with ordering agency

SPECIAL ITEM NUMBER	EXPEDITED DELIVERY TIME (Days ARO)
132-32 / 132-32STLOC	25 Days
132-51 / 132-51STLOC	To be negotiated with ordering agency

SPECIAL ITEM NUMBER	OVERNIGHT & 2- DAY DELIVERY TIME (Days ARO)
132-32 / 132-32STLOC	To be negotiated between vendor and ordering agency
132-51 / 132-51STLOC	To be negotiated with ordering agency

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%** - **30 days** from receipt of invoice or date of acceptance, whichever is later.

b. Quantity: **None**

c. Dollar Volume: **SIN 132-32 / 132-32STLOC 1.50% for orders from \$350,000 - \$500,000**

d. Government Educational Institutions: **Offered at the same discounts as all other Government customers**

e. Other: **None**

**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**

**10. SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is **\$100.00**.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

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

Special Item Number 132-32 / 132-32STLOC - Term Software Licenses

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

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS**

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

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)**

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

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)**

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

#### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.  
  
NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency s order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

#### **15. CONTRACT ADMINISTRATION FOR ORDERING 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.gsaadvantage.gov/> .

## **17. PURCHASE OF OPEN MARKET ITEMS**

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

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the 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 ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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: **CS STARS LLC** is in compliance with Section 508. For more information about section 508, please contact **Ben C. Willman @ (214) 303-8637**.

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

## **25. INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)28.310**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

## **26. SOFTWARE INTEROPERABILITY**

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

**27. ADVANCE PAYMENTS**

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

**TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32 / 132-32STLOC)**

**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.

**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.

Limited Warranties and Disclaimer.

**Software Warranty.** Licensor warrants that the Licensed Software will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Licensor from time to time. Client's sole remedy for any breach by Licensor of the warranty provided in this Section 7(a) shall be replacement of the nonconforming Licensed Software, at Licensor's sole expense, as described herein. If Client discovers that any Licensed Software fails to conform to the warranty provided in this Section 7(a), Client shall give Licensor written notice of such nonconformity within thirty (30) days after delivery of the Licensed Software or component thereof to Client and promptly after such discovery (and, in no event later than five (5) business days after expiration of the Warranty Period (as defined below)). Licensor shall deliver to Client replacement Licensed Software, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Licensor notice of an apparent nonconformity that Licensor reasonably determines is not due to any fault or failure of the Licensed Software to conform to the warranty provided herein, all time spent by Licensor resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client's client service hours, or, if client service hours have been exhausted, charged to Client at Licensor's then current hourly rate for such services.

**Warranty Period.** The representations and warranties contained in this Section 7 shall be in force, as to each version or release of the Software, for a period of one (1) year after it is first delivered or otherwise made available to Client by Licensor (the "Warranty Period").

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(To be assigned individually for each contracting agency)** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30am to 4:30pm in the appropriately assigned time zone **(assigned per contracting agency)**.

**Additionally, an emergency technical pager (888) 395-6089, for ASP connectivity issues is available 24x7.**

**5. PERIODS OF TERM LICENSES (132-32 / 132-32STLOC)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses 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 term licenses are to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses are to be continued during the subsequent period.

## **8. UTILIZATION LIMITATIONS - (132-32 / 132-32STLOC,)**

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.

## **9. SOFTWARE CONVERSIONS - (132-32 / 132-32STLOC)**

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 term license (132-32 / 132-32STLOC), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

**11. RIGHT-TO-COPY PRICING**

**Not Offered**

**GSA PRODUCT PRICE LIST SIN 132-32 / 132-32STLOC**

**CS STARS LLC**

SIN	Part #	Product Description	Year 1 GSA Price*	Year 2 and 3 GSA Price **	Country of Origin
<b>NOTE * The Year 1 price is the price of the software for the first year of the term.</b>					
<b>NOTE ** The Year 2 and Year 3 pricing is the price of the software for each year after Year 1 of the three-year term.</b>					
132-32	HF-000100	ASP Hosting: Tier 1 (3 GB)	\$18,000	18,000	US
132-32	HF-000200	ASP Hosting: Tier 2 (6 GB)	\$21,000	21,000	US
132-32	HF-000300	ASP Hosting: Tier 3 (12 GB)	\$27,000	27,000	US
132-32	SF-000400	Additional Space (\$ per GB)	\$1,000		US
132-32	HF-000900	Locally Hosted Client	\$10,000		US
132-32	AF-000100	Standard Non-Self Admin RMIS User (1-5 Users): ASP	\$10,000	12,500	US
132-32	AF-000200	Standard Non-Self Admin RMIS User (1-5 Users): Local	\$10,000	13,250	US
132-32	AF-000500	Standard Self Administration User (1-5 Users): ASP	\$30,000	37,500	US
132-32	AF-000600	Standard Self Administration User (1-5 Users): Local	\$30,000	38,250	US
132-32	AF-000300	View Only Users (1-5 Users)	\$10,000	125	US
132-32	AF-000400	Executive/Review Only License (1-5 Users)	\$10,000	625	US
132-32	AF-000700	Incident Entry Users (1-5 Users)	\$30,000	3,500	US
132-32	AF-000800	Values Collection Users (5 Users)	\$30,000	10,250	US
132-32	AF-000900	COPE Users (5 Users)		3,375	US
132-32	LF-001005	Business Intelligence (1-5 Users)		10,000	US
132-32	LF-001010	Risk Goggles (1-5 Users)	\$3,250	10,000	US
132-32	LF-001015	Document Collaboration (1-5 Users)	\$10,000	5,000	US
132-32	LF-001020	Policy Module	9,750	9,750	US
132-32	LF-001025	Check Writing: Check Request Only	5,000	5,000	US
132-32	LF-001030	Check Writing: Check Issuance	19,500	19,500	US
132-32	LF-001035	FROI/SROI Electronic Exchange Transactions	1.99		US
132-32	LF-001040	Per EDI State	1,000		US
132-32	DT-000100	ACH Data Exchange	2,500	2,500	US
132-32	LF-001045	Allocation Module	20,000	20,000	US
132-32	LF-001050	Asset Import Tool	2,000	2,000	US
132-32	LF-001055	Asset (Fleet) Module	3,500	3,500	US
132-32	LF-001060	Benchmarking	5,000	5,000	US
132-32	LF-001065	Certificate Tracking Module	15,000	15,000	US
132-32	LF-001070	Claim Import Tool	2,500	2,500	US
132-32	LF-001075	Contact Import Tool	2,500	2,500	US
132-32	LF-001080	Document Loader Tool	2,000	2,000	US
132-32	LF-001085	Excel Export Tool	3,000	3,000	US
132-32	LF-001090	Exchange Rate Import Tool	2,500	2,500	US
132-32	LF-001095	FROI/SROI (All State Forms Included)	5,000	5,000	US
132-32	LF-002000	HR Import Tool	2,500	2,500	US

132-32	LF-002005	Incident Import Tool	4,500	4,500	US
132-32	LF-002010	Incident Export ACORD Tool	4,000	4,000	US
132-32	LF-002015	Incident Export IAIABC Tool	4,000	4,000	US
132-32	LF-002020	ISO Indexing Import/Export	5,500	5,500	US
132-32	LF-002025	OFAC Reporting Import/Export	4,500	4,500	US
132-32	LF-002030	Liberty WC Incident Export Tool	4,000	4,000	US
132-32	LF-002035	Location Import Tool	3,000	3,000	US
132-32	LF-002040	MBRIP Import/Export Tool	7,000	7,000	US
132-32	LF-002045	Multi-Values Import Tool	2,000	2,000	US
132-32	LF-002050	Network Incident Import (WC & GL)	8,500	8,500	US
132-32	LF-002055	OSHA	2,500	2,500	US
132-32	LF-002060	Policy/Premium Import Tool	3,000	3,000	US
132-32	LF-002065	Positive Pay Data Exchange	2,500	2,500	US
132-32	LF-002070	Reserve Worksheet*	750	750	US
132-32	LF-002075	Rolodex Import Tool	2,000	2,000	US
132-32	LF-002080	Rolo-Notes Import Tool	2,000	2,000	US
132-32	LF-002085	1099Pro Export	3,000	3,000	US
132-32	LF-002090	STARS Audit Module (5 Users)	20,000	21,000	US
132-32	LF-002095	Audit Performer (5 Users)	6,500	7,250	US
132-32	LF-003000	Audit Pocket PC (5 Users)	2,500	3,000	US
132-32	LF-003005	Audit Designer	10,000	10,000	US

1. **TrendTracker ASP Hosted Premium User License:** Frequent user and/or for data gathering purposes. There are always premium users in a sale with subsequent users as standard users.
2. **TrendTracker ASP Hosted Standard User License:** Uses system on infrequent basis (e.g. monthly).

**CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51 / 132-51STLOC)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 / 132-51STLOC 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. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract 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. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and

delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

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

#### **4. PERFORMANCE OF SERVICES**

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

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

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

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

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

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

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

#### **6. INSPECTION OF SERVICES**

The Inspection of Services Fixed Price (AUG 1996) (Deviation May 2003) 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) (Deviation May 2003) 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 (Deviation May 2003) 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 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. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

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

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

An Organizational conflict of interest exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor 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 at FAR 52.232-7 (DEC 2002), (Alternate II Feb 2002) (Deviation May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II Feb 2002) (Deviation May 2003)) 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 IT SERVICES AND PRICING**

## GSA LABOR CATEGORY DESCRIPTIONS SIN 132-51 / 132-51STLOC

### Experience Substitutions:

High School Diploma +4 years additional experience	Equals	Bachelors Degree
Associates Degree + 2 years additional experience	Equals	Bachelors Degree
Bachelors Degree + 2 years additional experience	Equals	Masters Degree
Masters Degree + 3 years additional experience	Equals	Ph.D

GSA LABOR CATEGORY	EDUCATION	EXP.	FUNCTIONAL RESPONSIBILITY
Solution Architect-Lead	Bachelors Degree	8 Years	<ul style="list-style-type: none"> <li>• Prepare detailed project plan, communications plan, risk management plan, change control plan, and status reporting plan</li> <li>• Measure, track and evaluate progress against the Project Plan. Maintain and issues log.</li> <li>• Resolve deviations from the Project Plan with the Client Project Manager</li> <li>• Review Project tasks, schedules and resources and make changes or additions, as appropriate</li> <li>• Conduct Project Status Meetings</li> <li>• Provide leadership and direction to the Project Team</li> <li>• Assign tasks to team members</li> <li>• Provide all Deliverable Materials in accordance with the dates defined in the Project Plan</li> </ul>
System Consultant	Bachelors Degree	6 Years	<ul style="list-style-type: none"> <li>• Assist the Project Manager in day-to-day tasks associated with the implementation of the Software</li> <li>• Provide ongoing service and support to the CLIENT</li> <li>• Training strategy and design</li> <li>• Training and train-the-trainer training.</li> </ul>
Solution Architect	Bachelors Degree	6 Years	<ul style="list-style-type: none"> <li>• Responsible for data conversion from initial systems and updates required from external systems</li> <li>• Responsible for data accuracy, including balancing to control totals and record counts in initial data conversions</li> <li>• Responsible for regular data processing activities after the CLIENT has signed off on the conversions from the regular source(s)</li> <li>• Responsible for data accuracy, including balancing to control totals and record counts in ongoing data conversions</li> </ul>
Project Manager	Bachelors Degree	8 Years	<ul style="list-style-type: none"> <li>• Overall project management responsibility for custom development deliverables in the project:</li> <li>• Provide assistance with specification writing</li> <li>• Manage custom solution developer resource(s)</li> <li>• Communicate / coordinate with STARS Project Manager</li> </ul>
Software Developer	Bachelors Degree	8 Years	<ul style="list-style-type: none"> <li>• Design, develop, test, and assist with the deployment of all customizations to the Software according to the specification documents signed off on by the CLIENT in the Plan phase of the implementation</li> <li>• Design, develop, test, and assist with the deployment of all custom reports according to the specification documents signed off on by the CLIENT in the Plan phase of the implementation</li> </ul>

<b>GSA LABOR CATEGORY</b>	<b>EDUCATION</b>	<b>EXP.</b>	<b>FUNCTIONAL RESPONSIBILITY</b>
Technical Consultant	Bachelors Degree	8 Years	<ul style="list-style-type: none"> <li>• Assist the CLIENT with the hardware and software needs analysis</li> <li>• Assist the CLIENT with the installation and configuration of the procured hardware and software, if necessary</li> <li>• Assist the STARS Project Manager and Client Service Representative with the initial installation of the Software and its components on the installation platform, if necessary</li> </ul>
Technical Analyst	Bachelors Degree	6 Years	<ul style="list-style-type: none"> <li>• Provide the first line of support for end users</li> <li>• Provide password resets, help with system access problems and printer support.</li> <li>• Answer basic system functionality questions.</li> </ul>

**GSA LABOR RATES SIN 132-51 / 132-51STLOC**

**CS STARS LLC**

<b>GSA LABOR CATEGORY</b>	<b>GSAHOURLY RATE*</b>
Solution Architect-Lead	\$218.25
System Consultant	\$180.80
Solution Architect	\$180.80
Project Manager	\$218.25
Software Developer	\$218.25
Technical Consultant	\$218.25
Technical Analyst	\$180.80

\*GSA Rate includes % IFF.

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

**Yuri A. Pinsker, Corporate Counsel**

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[ypinsker@csstars.com](mailto:ypinsker@csstars.com)

**Fax: (312) 627-6172**

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

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act ( Ordering Activity) and **CS STARS LLC** 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) **GS-35F-0786R**.

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 Government 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 **GS-35F-0786R**, Blanket Purchase Agreements, **CS STARS LLC** agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

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

**MODEL NUMBER/PART NUMBER**

**\*SPECIAL BPA DISCOUNT/PRICE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Delivery:

**DESTINATION**

**DELIVERY SCHEDULES / DATES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(4) This BPA does not obligate any funds.

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

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

**OFFICE**

**POINT OF CONTACT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

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

(h) Date of Shipment.

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

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

## **BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS**

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