

MTS Technologies, Inc.

Management & Technical Services

General Services Administration (GSA) Federal Supply Services (FSS)
Authorized Federal Supply Schedule Price List

Information Technology Professional Services Schedule 70

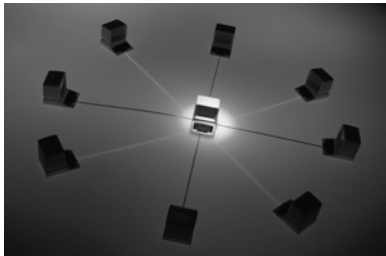


MTS Technologies, Inc.
2800 Shirlington Road, Suite 1000
Arlington, VA 22206
Phone (703) 575-2900
Fax (703) 575-2965
www.mtstech.com

Contract Number: GS-35F-5542H

Contract Period: March 2009 – March 2013

Products and ordering information contained in this authorized FSS Information Technology Schedule are also available on the GSA Advantage! website at:
<http://www.fss.gsa.gov>.



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

Special Item Number 132-51, 132-51STLOC, 132-51RC – 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 D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
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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General Services Administration
Federal Supply Service

Pricelist current through Modification# 23, dated March 31, 2009.

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

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Information for Ordering Activities

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. 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:**Ordering address:**

MTS Technologies, Inc.
2800 Shirlington Road, Suite 1000
Arlington, VA 22206
Attn: Ms. Elaine Hoffman, Director of Contracts

703-575-2909 (direct number)
703-575-2985 (direct fax)

Payment address and Federal Identification Number:

MTS Technologies, Inc.
2800 Shirlington Road, Suite 1000
Arlington, VA 22206
ATTN: Accounts Receivable
FEIN: 59-3082029

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:

703-575-2909 or 703-575-2914

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

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. STATICAL 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: **79-886-4393**
Block 30: Type of Contractor – **B. Other Small Business**
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **59-3082029**

4a. CAGE Code: 0Z6L7

4b. *MTS Technologies, Inc.* is registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE:

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-51</u>	<u>30</u> Days

Expedited Delivery Times. Arrangements for faster delivery may be available by contacting *MTS*.

Overnight and 2-Day Delivery Times. Arrangements for overnight and 2-day delivery may be available by contacting *MTS*.

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; Discounts may be offered at the Task Order level.

- a. Prompt Payment: **0%**
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **None**
- 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:

Export packing is not available.

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 Special Item Number 132-51 - Information Technology (IT) Professional Services is \$500,000. Orders exceeding \$500,000 can be accepted by *MTS Technologies, Inc.* in accordance with Clause 52.216-19 Order Limitations of the contract.

12. ORDERING PROCEEDURES 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 Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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.

(k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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 52.212-4)

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS:

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:

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

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

(b) The following statement:

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

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

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY:

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

27. ADVANCE PAYMENTS:

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

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)
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1. SCOPE:

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional 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 Professional 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 Professional Services.

9. INDEPENDENT CONTRACTOR:

All IT Professional 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’s or its affiliates’ objectivity in performing contract work.

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

11. INVOICES:

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional 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. 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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.

Description of Services

Information Technology Professional Services (SIN 132-51, 132-51STLOC, 132-51RC)

MTS provides Information Technology professional services under the following sub-categories for this contract. Recovery Purchasing is available under this SIN.

- Automated Information System Design & Integration
- Automated News, Data and Other Information Services
- CAD/CAM Services
- Desktop Management
- IT Backup and Security Services
- IT Data Conversion Services
- IT Network Management Services
- IT Systems Analysis Services
- IT Systems Development Services
- Information Assurance
- Programming Services

Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, millennium conversion services, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.

Systems Analysis and Design

MTS will perform systems analysis and design to develop new systems and/or prepare modifications and enhancements to existing systems. Systems analysis and design tasks may include, but are not necessarily limited to:

- Perform requirements analysis, including definition of user requirements
- Analyze current operations and systems
- Perform mission needs analysis
- Determine potential alternative software solutions
- Demonstrate conceptual designs using software prototyping techniques
- Perform feasibility studies and cost benefit analyses
- Develop system implementation plans identifying resource requirement and schedules
- Develop system or database specifications
- Perform technical reengineering

Systems Installation

MTS will install client systems and make them ready for client use. Systems installation tasks may include, but are not necessarily limited to:

- Conduct site visit, perform site preparation
- Receive equipment, unpack, inventory
- Assemble hardware, conduct basic tests
- Load software, perform setup and installation, and test
- Provide user training and orientation

Programming

MTS will perform programming in support of software systems, system modules, and system modifications to meet client requirements. Programming tasks may include, but are not necessarily limited to:

- Develop preliminary and/or detailed design specifications
- Develop and demonstrate system prototype
- Write program coding
- Perform system test, debug, verification
- Provide configuration management
- Design and prepare input/output screens
- Design and prepare reports
- Prepare Internet/intranet interface

Conversion and Implementation Support

MTS will support system conversion, migration, upgrade, and implementation efforts. Conversion and implementation support tasks may include, but are not necessarily limited to:

- Conduct implementation planning
- Provide configuration change management
- Perform media format conversion
- Perform system rehosting
- Provide operations and maintenance support

Network Services

MTS will design, install, and maintain computer networks to meet client requirements. Network services tasks may include, but are not necessarily limited to:

- Perform network analysis and capacity planning
- Prepare network design
- Analyze network reliability and availability
- Design network architecture
- Perform network engineering/management/administration
- Provide telecommunications analysis
- Design and develop electronic commerce/Internet/intranet interface

Project Management

MTS will manage, supervise, and direct active programs; develop required program plans; and develop and deliver program deliverables. Project management services tasks may include, but are not necessarily limited to:

- Develop program, project, and/or task management plans
- Define task requirement specifications
- Perform control and scheduling
- Prepare status reports and progress reports
- Participate in technical and management meetings
- Develop and administer quality management programs
- Develop and administer configuration management programs

Data/Records Management

MTS will manage, supervise, and direct active programs; develop required program plans; and develop and deliver program deliverables. Data/Records management services tasks may include, but are not necessarily limited to:

- Perform data modeling
- Determine data standardization
- Provide data management
- Perform data warehousing
- Perform database design and implementation

Resources and Facilities Management

MTS will support the operations and maintenance of facilities, systems and equipment. Resources and facilities management tasks may include, but are not necessarily limited to:

- Assess facilities, systems, and equipment requirements
- Inspect/validate facilities, systems, and equipment
- Analyze facilities, systems and equipment maintenance requirements
- Provide operational and maintenance support of facilities, systems, and equipment

- Perform facilities, systems and equipment cost estimation and budget analysis
- Coordinate facilities, systems and equipment moves/relocations
- Determine facilities, systems and equipment specifications

Database Planning and Design

MTS will perform database systems analysis and design to develop new database systems/structures and/or prepare modifications and enhancements to existing systems. Database planning and design tasks may include, but are not necessarily limited to:

- Analyze database and data warehousing/structure requirements
- Determine and evaluate database engine alternatives
- Design database systems/structures
- Provide database engineering support
- Provide information engineering support
- Provide technical reengineering support

Subscription/Publication Services

MTS will perform CD-ROM storage, Magnetic Media for Technology Assessment and Acquisition Subscription to meet client requirements. Subscription and publication tasks may include, but are not necessarily limited to:

- Archival storage of images and data in an easily retrieval mode
- Creation of reference libraries for correlative studies and analyses
- Developing automated image ranking tools that provide for quick identification of unknown specimen
- Developing standardized classification systems for describing various specimens
- Creation of ORDBM systems that can compare and analyze large quantities of data (in the gigabyte range) in short periods of time, e.g. using Oracle 7.

Labor Category Descriptions

Labor Category	Education	# YRS EXP	General Experience	Functions
Principal Technical Advisor	PhD or Masters or Bachelors	10	Experience in the management of information system programs, including multiple projects/tasks, multi-year program involving the analysis, design, implementation, or operation of information systems.	Provide overall management, technical guidance, and interface to client program manager. Responsible for deliverable quality and integrity of the final work product on large information system programs.
Program Manager	Masters or Bachelors	10	Experience in the management of information system programs, including multiple projects/tasks, multi-year program involving the analysis, design, implementation, or operation of information systems.	Provide overall management, technical guidance, and interface to client program manager. Responsible for deliverable quality and integrity of the final work product on large information system programs.
Project Manager	Bachelors	10	ADP related projects; demonstrated ability to provide guidance and direction for an entire project; proven expertise in information systems management and controls of funds and resources; demonstrated capability in managing multitask projects of high complexity; increasing responsibility in information systems design, implementation and management.	Provides competent leadership and technical direction to personnel. Interfaces with client management personnel including the Contracting Officer and Contracting Officers Technical Representative. Simultaneously plans and manages the transition of several highly technical projects. Directs the completion of tasks within estimated time frames and budget constraints.
Software Engineer - Manager	Bachelors	6-10	Software development experience. Requires knowledge of one or more platforms and operating systems, and of programming languages such as C and C++. Typically requires knowledge of one or more systems architectures such as client/server and distributed processing. May require interaction with customers, vendors, and external development partners.	Directs and coordinates the work activities of a group of software engineers. Establishes and monitors project schedules and ensures adherence to work deadlines. Reviews work for completeness and accuracy.
Software Engineer I	Bachelors	0-2	Entry level position. Requires practical knowledge of one or more platforms and operating systems, and of programming languages, such as C and C++. Typically requires knowledge of one or more systems architectures such as client/server and distributed processing.	Assists in design and coding of software product components, units, and modules according to detailed specifications. Participates in analysis and development of test plans. Tests assigned components and units. Provides test results and recommends corrections to senior developers.
Software Engineer II	Bachelors	2-4	Software development experience. Requires comprehensive knowledge of one or more platforms and operating systems, and of programming languages such as C and C++. Typically requires knowledge of one or more systems architectures such as client/server and distributed processing.	Assists in design and coding of software products. Prepares comprehensive test plans. Conducts tests, Identifies and debugs relatively simple problems. Provides test results and recommends more complex corrections to senior developers. Codes enhancements and supports features. Participates in writing product and user documentation

Labor Category	Education	# YRS EXP	General Experience	Functions
Software Engineer III	Bachelors	4-7	Software development experience. Requires comprehensive knowledge of one or more platforms and operating systems, and of programming languages such as C and C++. Typically requires knowledge of one or more systems architectures such as client/server and distributed processing	Designs and codes software components, units, and modules that meet product specification and development schedules. Tests and debugs assigned component units. Participates in large systems and subsystem planning. Adheres to product build and release schedules and strategies. Acts as a technical resource for lower-level developers.
Software Engineer IV	Masters or Bachelors	7-10	Software development experience. Requires comprehensive knowledge of one or more platforms and operating systems, and of programming languages such as C and C++. Typically requires knowledge of one or more systems architectures such as client/server and distributed processing. May require interaction with customers, vendors and external development partners.	Develops technical design and specifications for software products. Researches and integrates design strategies, product specifications, development schedules, and user expectations into product capabilities. Uses software development technologies and tools to build, test and maintain product modules, components, and subsystems. Provides technical leadership to lower-level developers.
Software Engineer V	Masters or Bachelors	10-15	Software development experience. Requires comprehensive knowledge of one or more operating systems, and of programming languages such as C and C++. Typically requires knowledge of one or more systems architectures such as client/server and distributed processing. May require interaction with customers, vendors, and external development partners.	Performs at the highest levels of technical complexity, analysis, design, development, testing and debugging of computer software. Activities may include operating system architecture integration, software design, and selection of computer systems, languages or equipment. Provides technical leadership to lower level developers.
Principal Engineer	Masters or Bachelors	10-15	Software development experience and expert knowledge of specific products, systems, and lines of business. Interacts with customers regarding strategies, requirements, problem solving and support.	Oversees technical design, development, and implementation of large projects and/or major software products and systems. Assists in defining architecture requirements and establishing standards for design and development. Consults with management and customers regarding product feasibility and viability of product plans and designs. Factors emerging technologies and product support ability into design and implementation. May act as team leader in prioritizing group task, determining individual assignments, and reviewing work of lower-level developers.
QA Specialist	Bachelors	3-5	Experience in quality assurance. Proven experience in configuration management, verification and validation, integration and metrics. Proven understanding and application of documentation standards. Specific knowledge of software quality assurance and metrics.	Develops quality assurance testing and support for system software, implement quality control methodologies to ensure compliance with quality standards, guidelines and procedures in a large computer-based organization. Conducts independent quality assurance and regression testing. Develops test modules. Defines major and minor characteristics of quality including quality metrics and scoring parameters. Conducts formal and informal reviews at pre-determined life cycle. Review of program documentation to assure standards/requirements is being adhered to.

Labor Category	Education	# YRS EXP	General Experience	Functions
Senior QA Specialist	Bachelors or Masters	5-10	Experience in quality assurance. Proven experience in configuration management, verification and validation, integration and metrics. Proven understanding and application of documentation standards. Specific knowledge of software quality assurance and metrics. Demonstrated ability to develop an implement QA processes and procedures.	Develops new or refined processes related to quality assurance. Reviews product development documentation to ensure development specifications are designed to meet the inspection and testing standards. Initiates corrective action for procedural or process deficiencies.
Systems Engineer-Manager	Bachelors	6-10	Experience in computer system analysis, engineering, or software. Requires the ability to produce technical products/deliverables and direct the activities of entry level staff.	Directs and coordinates the work activities of a group of systems engineers. Establishes and monitors project schedules and ensures adherence to work deadlines. Reviews completed work for completeness and accuracy.
Systems Engineer I	Bachelors	0-2	High level academic training or equivalent experience directly related to the design, development, or analysis of information systems.	Supports research and analysis functions. Participates in the integration and configuration of computing and communications equipment. Participates in the development of applications software.
Systems Engineer II	Bachelors	2-4	Experience in hands on information systems analysis, engineering, or software development.	Supports research and analysis functions. Integrates and configures computing and communications subsystems. Develops systems and applications software.
Systems Engineer III	Bachelors	4-6	Experience in hands on information systems analysis, engineering, or software development.	Conducts research and analysis functions. Integrates and configures computing and communications subsystems. Develops systems and applications software.
Systems Engineer IV	Bachelors	6-8	Experience in computer system analysis, engineering, or software. Requires the ability to produce technical products/deliverables and direct the activities of entry-level staff.	Conducts technical evaluation and management analysis. Performs significant role in system integration, hardware development or operations and maintenance efforts.
Systems Engineer V	Masters or Bachelors	10-15	Experience in computer related analysis, engineering, or software. Requires the ability to produce technical products/deliverables and direct the activities of entry-level staff.	Performs at the highest levels of technical complexity, a variety of project tasks. Typical assignments involve integration of processes or methodologies to resolve total system or application problems. Provides technical leadership to lower level engineers.
Senior Consultant	Bachelors or Equivalent Experience	10-15	Progressive technical experience in information systems development or functional experience in engineering, finance, economics, or workflow systems. Extensive experience interacting with customers and providing technical leadership to project teams.	Serves as a senior technical expert in areas relevant to the project. May provide technical direction for tasks. Procedures or reviews substantive and complex technical product. Interfaces with client personnel. Provides written and oral reports to client technical and management personnel.

Labor Category	Education	# YRS EXP	General Experience	Functions
Tech Writer/ Doc Spec	Bachelors	1-4	Progressive experience in technical writing and documentation preparation in the field of information processing. Knowledge of word processing and graphical presentation software.	Prepares and edits technical documentation. Incorporates information gathered from users, engineers, analysts, and programmer personnel. Coordinates efforts of technical artists and illustrators. Write, edits, and types reports and documentation. Interprets technical documentation standards and prepares documentation according to standards.
Principal Information Assurance Engineer	PhD or Masters or Bachelors	5-10	Experience with DIACAP requirements. CISSP certification. Secret or Top Secret clearance. U.S. citizenship.	Manages overall technical effort and client technical relations. Provides technical leadership. Ensures quality assurance and requirements compliance.
Sr. Information Assurance Analyst	PhD or Masters or Bachelors	2-8	Experience with security administration. Experience with DIACAP requirements. CISSP certification. Secret security clearance. U.S. citizenship.	Provides engineering security solutions and systems. Develops security test plans. Develops and reviews security documents. Maintains OS environments and security architectures.
Information Assurance Analyst	PhD or Masters or Bachelors	0-6	Experience with network administration. Security+ certification. Experience with DIACAP requirements. Secret security clearance. U.S. citizenship.	Tracks IA requirements. Documents certification process. Works and liaisons with customer technical staff. Writes security test plans.
Jr. Information Assurance Analyst	Bachelors or Associates	2-6	Background in network security. Security+ certification. Experience with DIACAP requirements. Secret security clearance. U.S. citizenship.	Develops IA documents. Conducts vulnerability scans.
Sr. Analyst	Masters or Bachelors or Associates	2-8	Secret or Top Secret clearance. U.S. citizenship.	Provides budget, schedule and financial analysis. Tracks contract performance and requirements.

Labor Rates

Labor Category	Year and Rate			
	03/09 - 03/10	03/10 - 03/11	03/11 - 03/12	03/12 - 03/13
Principal Technical Advisor	\$213.18	\$220.64	\$228.36	\$236.36
Program Manager	\$159.90	\$165.50	\$171.29	\$177.28
Project Manager	\$148.81	\$154.02	\$159.41	\$164.99
Software Engineer - Manager	\$107.33	\$111.09	\$114.97	\$119.00
Software Engineer I	\$49.24	\$50.96	\$52.75	\$54.59
Software Engineer II	\$54.90	\$56.82	\$58.81	\$60.87
Software Engineer III	\$84.85	\$87.82	\$90.89	\$94.07
Software Engineer IV	\$93.78	\$97.06	\$100.46	\$103.98
Software Engineer V	\$122.16	\$126.44	\$130.86	\$135.44
Principal Engineer	\$131.74	\$136.35	\$141.12	\$146.06
QA Specialist	\$66.29	\$68.61	\$71.01	\$73.50
Senior QA Specialist	\$77.82	\$80.54	\$83.36	\$86.28
Systems Engineer Manager	\$92.41	\$95.64	\$98.99	\$102.46
Systems Engineer I	\$47.11	\$48.76	\$50.47	\$52.23
Systems Engineer II	\$62.35	\$64.53	\$66.79	\$69.13
Systems Engineer III	\$76.76	\$79.45	\$82.23	\$85.11
Systems Engineer IV	\$94.23	\$97.53	\$100.94	\$104.47
Systems Engineer V	\$131.96	\$136.58	\$141.36	\$146.31
Senior Consultant	\$131.32	\$135.92	\$140.67	\$145.60
Tech Writer/Doc Specialist	\$65.67	\$67.97	\$70.35	\$72.81
Principal Information Assurance Engineer	\$127.26	\$131.72	\$136.33	\$141.10
Sr. Information Assurance Analyst	\$97.95	\$101.38	\$104.93	\$108.60
Information Assurance Analyst	\$80.68	\$83.50	\$86.42	\$89.45
Jr. Information Assurance Analyst	\$63.39	\$65.61	\$67.90	\$70.28
Sr. Analyst	\$83.11	\$86.02	\$89.03	\$92.15

Sales and Service Points

Florida

11315 Corporate Boulevard, Suite 100
Orlando, FL 32817
407.384.4300 phone
407.384.4329 fax

Michigan

2301 W. Big Beaver Road, Suite 950
Troy, MI 48084
248.637.5120 phone
248.637.5130 fax

Pennsylvania

1 Tech Park Drive, Suite 200
Johnstown, PA 15901
814.262.3700 phone
814.262.3705 fax

Virginia

2800 Shirlington Road, Suite 1000
Arlington, VA 22206
703.575.2900 phone
703.575.2965 fax

208 Golden Oak Court, Suite 100
Virginia Beach, VA 23452
757.518.2200 phone
757.518.2239 fax

Commitment to Promote Small Business Participation Procurement Programs

PREAMBLE

MTS Technologies, Inc. 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 **Ms. Elaine Hoffman, Director of Contracts at MTS Technologies Inc. Phone: (703) 575-2909, Fax: (703)575-2985, Email: hoffmane@mtstech.com.**

Blanket Purchase Agreement

**Sample Blanket Purchase Agreement
Suggested Format**

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act (Agency) and *MTS Technologies, Inc.* enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-5542H.

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

_____	_____	_____	_____
Agency	Date	<i>MTS Technologies, Inc.</i>	Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-5542H. Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

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

Basic Guidelines for Using “Contractor Team Arrangements”

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 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.