

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

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code 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.

**Cougear Software, Inc.
7600 Leesburg Pike
East Building – Suite 105
Falls Church VA 22043
Telephone: 703-506-1700
Fax: 703-506-8010
<http://www.cougearsoftware.com>**

Contract Number: GS-35F-0207S

Period Covered by Contract: February 1, 2006 through February 1, 2011

Pricelist current through Modification PO-0002 dated February 28, 2008

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 Services Home Page via the Internet at <http://www.fss.gsa.gov/>.

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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 micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

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

1. 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

Cougaar Software Inc.

Attn: GSA Orders

7600 Leesburg Pike

East Building – Suite 105

Falls Church, VA 22043

Cougaar Software will accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not 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:

Telephone: 703-506-1700

Fax: 703-506-8010

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: 07-688-0355

Block 30: Type of Contractor - B. Other Small Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-2020473

4a. CAGE Code: 1V9N1

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

132-51

DELIVERY TIME (Days ARO)

As agreed to by buying agency and Cougaar Software Inc.

7. DISCOUNTS

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

- | | |
|---|------|
| a. Prompt Payment: | None |
| 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:

Not Applicable

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$5,000.

11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - 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)

14.1. 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.

14.2. 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.

14.3. 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

14.4. INSURANCE:

14.5. 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.

14.6. 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.

14.7. 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

14.8. 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.

14.9. DATA/DELIVERABLE REQUIREMENTS:

Any required data or deliverables at the ordering level will be as specified or negotiated in the agency's order.

14.10. GOVERNMENT-FURNISHED PROPERTY:

As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

14.11. 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

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. 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 8.401(d).

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;

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- (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.

21. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

21.1. FOR THE PURPOSE OF THIS CONTRACT, COMMITMENTS, WARRANTIES AND REPRESENTATIONS INCLUDE, IN ADDITION TO THOSE AGREED TO FOR THE ENTIRE SCHEDULE CONTRACT:

Time of delivery/installation quotations for individual orders;

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.

Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

21.2. THE ABOVE IS NOT INTENDED TO ENCOMPASS ITEMS NOT CURRENTLY COVERED BY THE GSA SCHEDULE CONTRACT.

22. 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.

23. 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).

24. 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.

25. 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 receive 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, de-installation, and reinstallation services under SIN 132-8.

26. 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:

www.cougaarsoftware.com

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

27. 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 :

27.1. 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

27.2. The following statement:

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

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

28.1 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.

28.2 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.

28.3 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.

29. 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>.

30. 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)

1. SCOPE

- 1.1 The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- 1.2 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

- 2.1 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.
- 2.2 The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- 2.3 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

- 3.1 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.
- 3.2 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

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

- 4.2 The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- 4.3 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.
- 4.4 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)

- 5.1 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.
- 5.2 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.
- 5.3 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.

- 5.4 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

10.1 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.

- 10.2 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.

INFORMATION TECHNOLOGY SERVICES

Cougaar Software, Inc. (CSI) is a small, veteran-owned company that provides integrated intelligent agent technology solutions and related services to the US military and civilian federal government sectors. Our resulting services and solutions represent some of the most advanced intelligent planning, reasoning, execution and automation capabilities available in the market today.

Because of our unique distributed intelligent agent approach and expertise, we can build systems larger and more complex than possible with conventional architectures. Intelligent agent applications enable secure, dynamic collaboration over complex business processes that handle volumes of information to levels of accuracy, timeliness, and quality never before possible. We build and deploy our solutions on top of our intelligent agent-based platform, ActiveEdge as well as support solutions based on the Open Source Cognitive Agent Architecture (Cougaar) technology.

Based on existing standards and open technologies, ActiveEdge saves significant design time and development effort taking advantage of proven information management capabilities. ActiveEdge provides all the power of Cougaar—the Cognitive Agent Architecture, an open source, distributed agent architecture—and includes key extensions to simplify application development, increase agent functionality, and provide enhanced system capabilities. ActiveEdge is designed to transform data into usable knowledge, create an understandable real-time situational picture of enterprise operations, and provide execution monitoring and collaborative decision support. ActiveEdge provides the perfect platform for advanced data mediation systems, provides advanced and real time situation awareness, and can help solve dynamic availability problems by using role-based and goal-oriented agents.

Through our services, we provide powerful agent-based, distributed data environments, sophisticated and secure information management, real-time visibility and situation awareness / management, Sense & Respond Logistics (S&RL), Radio Frequency Identification (RFID), task-centric visual command environments, advanced security & survivability, secure collaborative data analysis, and various other capabilities that help streamline and improve mission critical tactical operations. In line with the current DoD enterprise services directives, our solutions are designed to be Global Information Grid (GiG)/Net-Centric Enterprise Services (NCES) and Web service compliant.

The services we provide are as follows:

SYSTEMS ANALYSIS

CSI offers analysis capabilities for a variety of information, business, and scientific applications related to the analysis of a specific domain with respect to defining the requirements, business rules, workflows, policies and use cases associated with the development of intelligent agent based or distributed computing solutions. During the systems analysis phase of a project we can

assist in the logical development of data models and object models as well as the associated metadata and relationships defined by ontologies.

A resulting output from these services may include developing a Concept of Operations (CONOPS) document which often forms the basis for system requirements and measures of effectiveness of our solutions.

INFORMATION TECHNOLOGY DESIGN AND INTEGRATION

CSI offers enabling technology services to assist organizations in leveraging agent or distributed computing technologies to improve the flow, fusion and management of information and operations. We will design and develop intelligent agent or distributed solutions utilizing either open source Cougaar or CSI's COTS platform ActiveEdge. In this process we will integrate with existing legacy systems or client selected COTS/GOTS solutions. As part of the delivered solution, we will provide the associated documentation such as requirements documents, design documents, as well as system management, development and user guides to support the developed solution.

Our solutions can include accredited operational systems, prototype systems, concept demonstrations, and experimental test-beds for the purposes of supporting operational and/or research activities.

We will also undertake the design and development of tools or components to address specific gaps or deficiencies of enterprise solutions. These solutions utilize agent technology to provide capabilities and functionalities that efficiently support the enterprise solution while leveraging the power of intelligent agents. We will work with domain experts to convert logical data models, object models, metadata and/or ontologies to physical versions for incorporation in solutions.

We also have a version of ActiveEdge specifically focused towards enabling Logistics and Supply Chain solutions. ActiveEdge RFID provides the foundation for building intelligent RFID-enabled applications. It gives organizations unmatched flexibility and cost effectiveness for both near-term RFID implementations and long-term enterprise RFID applications. ActiveEdge RFID can provide visibility, geospatial temporal reasoning and overall situational analysis and management at any scale from the facility to global. Using the distributed nature of agents, ActiveEdge RFID can scale incrementally to address data management and analysis needs even to massive scales.

SOFTWARE DEVELOPMENT

CSI provides software development services supporting the development of software solutions for intelligent agent or distributed applications. Our expertise is primarily focused on providing expertise in Cougaar and Java-based software and applications running on Linux/Unix or Windows operating systems. Our personnel are experienced in Web Services, Grid Computing

and Semantic Web concepts. We utilize development standards such as SOAP, XML and the W3C Web Ontology Language (OWL) family of standards, and other popular web service and semantic web standards.

The results of these services can include software capabilities which may include accredited operational systems, prototype systems, concept demonstrations, and experimental test-beds for the purposes of supporting operational and/or research activities.. Service deliverables can include supporting documents, analytical simulations, or concept and project materials such as, PowerPoint and other multimedia deliverables.

As part of our programming services we will also produce associated documentation such as system configuration and management guides, development guides to assist in building and integrating development components into a larger solution and user guides for operating the developed components.

CSI's programming services employ software development tools, standards, quality controls and software and system engineering methodologies to support the successful development and integration of software.

LABOR CATEGORIES AND QUALIFICATIONS

Chief Technology Advisor

Experience providing business management, technical advice and guidance on solving complex business problems with advanced technologies such as Cognitive Agent Architecture (Cougaar). Able to apply industry and government best practices, extensive technology knowledge and subject matter expertise to lead the research, requirements definition, design, development, integration & test, and deployment of technology solutions for complex business problems. May take a Program Management role leading a multi-discipline team in the development and implementation of an integrated solution. If so, provides overall direction of program activities within a DOD or government acquisition program structure including management of material acquisition.

Must be familiar with the principles of exercising independent judgment as well as have a high level of analytical skill for solving complex and unusual technical, administrative, and managerial problems.

MINIMUM EDUCATION AND EXPERIENCE:

Master's degree in Computer Science, Electrical or Electronics Engineering, Information Systems, or equivalent and 15 years general IT experience, which includes at least 6 years using agent or distributed computer technology.

IT Software Engineer, Chief

Experience in providing technical direction to solve complex business problems with advanced technologies such as Cognitive Agent Architecture (Cougaar). Able to apply industry and government best practices, extensive technology knowledge and subject matter expertise to lead the research, requirements definition, design, development, integration & test, and deployment of technology solutions for complex business problems. This position leads the development and implementation of integrated solutions for multi-faceted, complex requirements.

Must be familiar with the principles of exercising independent judgment as well as have a high level of analytical skill for solving complex and unusual technical, administrative, and managerial problems. May take a Program Management role and provide overall direction of program activities within a DOD or government acquisition program structure including management of material acquisition.

MINIMUM EDUCATION AND EXPERIENCE:

BA/BS degree in Engineering, Computer Science, Information Science, or related academic field and 12 years of general IT work experience which includes at least 4 years utilizing agent or distributed computer technology.

Program Manager

Will serve as the primary interface and authorized point of contact with the assigned Government project authorities and representatives. Develops cost projections, controls and reports cost, formulates and enforces work standards, assigns cost allocations and work schedules, reviews and resolves work discrepancies, supervises personnel, and communicates policies and goals of the organization to subordinates. This position may be responsible for leading complex tasks, projects or programs that involve the implementation and/or integration of information technology solutions. Will act as liaison and manage direction of lower level managers and information technology and technical and management staff. Uses management skills to achieve program results and is responsible for overall contract performance.

MINIMUM EDUCATION AND EXPERIENCE:

BA/BS degree in Engineering, Computer Science, Information Science, or related academic field. Minimum of 15 years experience including at least 10 years of progressively responsible project and/or program management experience.

IT Software Engineer, Principal

Leads efforts in the research, requirements definition, design, development, integration & testing, and deployment of agent technology solutions to solve complex business problems. Has extensive experience with agent technology such as Cognitive Agent Architecture (Cougaaar) or similar. Possesses good writing and presentation skills for translating business requirements into technical specifications and subsequent design documentation and artifacts. Prepares, implements, and validates cost and resource estimates for information technology-based research, solutions, and projects. Is a key participant during all phases of implementation of intelligent agent solutions. Has prior experience in life cycle and spiral development using Java, J2EE, Cougaaar, and other similar agent technologies in a UNIX/LINUX or Windows environment. Uses formal methodologies, standards, and project management tools for all work aspects of projects, which may include Project and Resource Planning, RUP, Component Object Oriented Design, Rapid Development tools, Semantic Web, Agents, and Distributed Computing.

MINIMUM EDUCATION AND EXPERIENCE:

BA/BS degree in Engineering, Computer Science, Information Science, or related academic field and 8 years general IT experience, which includes 4 years designing and developing complex business solutions and 2 years experience designing and developing agent or distributed computer solutions.

IT Software Engineer, Senior II

Has experience in the research, requirements definition, design, development, integration & test, and deployment of agent technology solutions for complex business problems. Is a key participant during business and requirements analysis and use case development. Will take a lead role in translating requirements and use cases into appropriate agent technology solution design and development. Have good writing and presentation skills for translating business requirements into technical specifications and subsequent design documentation and artifacts. Actively participates in the development of these solutions using Java, J2EE, Cougaaar, and other

similar agent technologies in a UNIX/LINUX or Windows environment. Supervises and guides efforts of less experienced engineers. Uses formal methodologies and standards for all work aspects, which may include RUP, Component Object Oriented Design, Rapid Development tools, Semantic Web, Agents, and Distributed Computing.

MINIMUM EDUCATION AND EXPERIENCE:

BA/BS degree in Engineering, Computer Science, Information Science, or related academic field and 6 years general IT experience, which includes 3 years designing and developing complex business solutions and 2 years experience designing and developing agent or distributed computer solutions.

IT Software Engineer, Senior

Will actively participate in design and development of agent solutions using Cognitive Agent Architecture (Cougaar) or similar. Has experience in research, requirements definition, design, development, integration & test, and deployment of technology solutions for complex business problems. Is a key participant during the business and requirements analysis and use case development. Will take a lead role in translating requirements and use cases into an appropriate technology solution design and development. Actively participates in the development of these solutions using Java, J2EE, Cougaar and other similar agent technologies in a UNIX/LINUX or Windows environment. Supervises and guides efforts of less experienced engineers. Uses formal methodologies and standards for all work aspects, which may include RUP, Component Object Oriented Design, Rapid Development Tools, Semantic Web, Agents, and Distributed computing.

MINIMUM EDUCATION AND EXPERIENCE:

BA/BS degree in Engineering, Computer Science, Information Science, or related academic field and 4 years general IT experience, which includes 2 years experience designing and developing complex business solutions and 1 year experience designing and developing agent or distributed computer solutions.

IT Software Engineer, Staff II

Has experience in developing Java, J2EE, and Cognitive Agent Architecture (Cougaar) solutions in a UNIX/Linux or Windows environment; and knowledge in the use of SQL, OWL, SOAP, and similar languages. Will be part of a small team involved in research, design, development, and implementation of intelligent agent solutions. Competent to work at the highest technical level with minimal supervision to support activities associated with developing complex business solutions using advanced technologies. Cognitive Agent Architecture (Cougaar) training has been completed.

MINIMUM EDUCATION AND EXPERIENCE:

Bachelor's Degree and 3 years general IT experience.

IT Software Engineer, Staff

Has experience in developing Java and J2EE solutions in a UNIX/Linux or Windows environment and in using SQL, OWL, SOAP, and similar languages. Will be part of a small team involved in research, design, development, and implementation of agent solutions. Competent to work with minimal supervision to support activities associated with developing complex business solutions using advanced technologies. Cognitive Agent Architecture (Cougaar) training has been completed.

MINIMUM EDUCATION AND EXPERIENCE:

Bachelor's Degree and 2 years general IT experience.

IT Software Engineer, Associate

Experience developing Java and J2EE solutions in a UNIX/Linux or Windows environment. Will support research, development, and implementation of agent solutions. Works under supervision to provide support to senior members of the project team. Cognitive Agent Architecture (Cougaar) training has been completed.

MINIMUM EDUCATION AND EXPERIENCE:

Associate Degree and 1 year general IT experience.

IT Communication Specialist

Gathers, analyzes, and composes technical information and/or ideas/concepts. Translates this information into clear, meaningful, and understandable forms using text, graphical representation, artwork, and layouts and/or other known visualization techniques that can be used by technical and non-technical personnel. This will include collection and preparation of information required for user's manuals, training materials, design documents, installation guides, proposals, presentations, posters, reports, and other related documentation. Edits functional descriptions, system specifications, user's manuals, requirements and design documents, presentations, posters special reports, or any other deliverables, documents, and multi media items. Has demonstrated ability to work independently and may be required to supervise other less experienced communication resources such as technical writers and graphic specialists.

MINIMUM EDUCATION AND EXPERIENCE:

Bachelor's degree and a minimum of 5 years general IT experience of which at least 3 years have been involved in technical writing and/or graphic or visualization representation.

Equivalencies

Degree	Relevant Work Experience	Equivalent Degree
High School	2 Years	AA
Associate	2 Years	Bachelors
Bachelors	2 Years	Masters
Masters	3 Years	Ph.D

HOURLY LABOR RATES

	Year 1	Year 2	Year 3
Chief Technology Advisor	\$214.20	\$221.68	\$228.77
IT Software Engineer, Chief	\$192.13	\$198.84	\$205.20
Program Manager	\$168.83	\$174.74	\$180.32
IT Software Engineer, Principal	\$146.54	\$151.56	\$156.52
IT Software Engineer, Senior II	\$128.08	\$132.56	\$136.52
IT Software Engineer, Senior	\$121.96	\$126.23	\$130.27
IT Software Engineer, Staff II	\$110.62	\$114.48	\$118.15
IT Software Engineer, Staff	\$104.79	\$108.46	\$111.93
IT Software Engineer, Associate	\$93.15	\$96.40	\$99.49
IT Communication Specialist	\$107.10	\$110.85	\$114.39

USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

Cougaar Software 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 demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts, to determine the potential of small, small disadvantaged and women-owned small businesses, 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:

Dr. Todd Carrico
President and CEO

Phone: 703-506-1700 ext 101
Fax: 703-506-8010
tcarrico@cougaarsoftware.com

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

COUGAAR SOFTWARE INC.

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

_____.

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

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

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL 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 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 of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

- **The customer identifies their requirements.**
- **Federal Supply Schedule Contractors may individually meet the 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.**