

AUTHORIZED
 MULTIPLE AWARD SCHEDULE PRICELIST
 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
 EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER. 54151HACS - Highly Adaptive Cybersecurity Services
54151S - 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 Multiple Award Schedule (MAS) 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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Contract Administration: Cardell K. Richardson II
E-mail: cardell.richardson@kingfishersys.com

Contract Number:	GS-35F-0490T
Schedule Title:	Multiple Award Schedule (MAS)
Period Covered by Contract:	7/1/2017 – 6/30/2022 with one additional 5 year options
Modification #:	A812
Modification Date Awarded:	April 29, 2020

General Services Administration
 Federal Supply Service

Products and ordering information in this Authorized MAS Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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1a. AWARDED SPECIAL ITEM NUMBERS (SINS)

SIN	DESCRIPTION
54151S	Information Technology Professional Services
54151HACS	Highly Adaptive Cybersecurity Services

1b. CONSULTANT PRICING

The following table provides pricing by skill and function provided. Cleared Personnel refers to persons with U.S. Government Security Clearances.

SIN 54151S Price List (**CLEARED**)

CLEARED PERSONNEL		GSA IT 70 - GS-35F-0490T					
KINGFISHER SYSTEMS, INC. PRICE LIST AND MULTI YEAR GOVERNMENT OFFERING							
LABOR CATEGORY	GSA Price	07/01/17~ 02/28/18	3/1/2018 06/30/18	07/01/18~ 06/30/19	07/01/19~ 06/30/20	07/01/20~ 06/30/21	07/01/21~ 06/30/22
	YEAR 10	YEAR 11A	YEAR 11B	YEAR 12	YEAR 13	YEAR 14	YEAR 15
	ESCAL =	1.00	1.021	1.021	1.021	1.021	1.021
CONSULTANT 23	\$321.74	\$321.74	\$328.50	\$335.39	\$342.44	\$349.63	\$356.97
CONSULTANT 22	\$289.75	\$289.75	\$295.83	\$302.05	\$308.39	\$314.87	\$321.48
CONSULTANT 21	\$257.55	\$257.55	\$262.96	\$268.48	\$274.12	\$279.88	\$285.75
CONSULTANT 20	\$231.80	\$231.80	\$236.67	\$241.64	\$246.71	\$251.89	\$257.18
CONSULTANT 19	\$193.16	\$193.16	\$197.22	\$201.36	\$205.59	\$209.90	\$214.31
CONSULTANT 18	\$167.23	\$167.23	\$170.74	\$174.33	\$177.99	\$181.73	\$185.54
CONSULTANT 17	\$142.90	\$142.90	\$145.90	\$148.96	\$152.09	\$155.29	\$158.55
CONSULTANT 16	\$130.68	\$130.68	\$133.42	\$136.23	\$139.09	\$142.01	\$144.99
CONSULTANT 15	\$115.89	\$115.89	\$118.32	\$120.81	\$123.35	\$125.94	\$128.58
CONSULTANT 14	\$102.95	\$102.95	\$105.11	\$107.32	\$109.57	\$111.87	\$114.22
CONSULTANT 13	\$94.00	\$94.00	\$95.97	\$97.99	\$100.05	\$102.15	\$104.29
CONSULTANT 12	\$84.99	\$84.99	\$86.77	\$88.60	\$90.46	\$92.36	\$94.30
CONSULTANT 11	\$79.06	\$79.06	\$80.72	\$82.42	\$84.15	\$85.91	\$87.72
CONSULTANT 10	\$68.48	\$68.48	\$69.92	\$71.39	\$72.89	\$74.42	\$75.98
CONSULTANT 9	\$59.33	\$59.33	\$60.58	\$61.85	\$63.15	\$64.47	\$65.83
CONSULTANT 8	\$53.91	\$53.91	\$55.04	\$56.20	\$57.38	\$58.58	\$59.81
CONSULTANT 7	\$43.16	\$43.16	\$44.07	\$44.99	\$45.94	\$46.90	\$47.89

SIN 54151S Price List (UNCLEARED)

UNCLEARED PERSONNEL		GSA IT 70 - GS-35F-0490T					
KINGFISHER SYSTEMS, INC. PRICE LIST AND MULTI YEAR GOVERNMENT OFFERING							
LABOR CATEGORY	GSA Price	07/01/17~ 02/28/18	3/1/2018 06/30/18	07/01/18~ 06/30/19	07/01/19~ 06/30/20	07/01/20~ 06/30/21	07/01/21~ 06/30/22
	YEAR 10	YEAR 11A	YEAR 11B	YEAR 12	YEAR 13	YEAR 14	YEAR 15
	ESCAL =	1.00	1.021	1.021	1.021	1.021	1.021
CONSULTANT 23	\$315.37	\$315.37	\$321.99	\$328.75	\$335.66	\$342.71	\$349.90
CONSULTANT 22	\$283.84	\$283.84	\$289.80	\$295.89	\$302.10	\$308.44	\$314.92
CONSULTANT 21	\$252.29	\$252.29	\$257.59	\$263.00	\$268.52	\$274.16	\$279.92
CONSULTANT 20	\$227.07	\$227.07	\$231.84	\$236.71	\$241.68	\$246.75	\$251.93
CONSULTANT 19	\$189.22	\$189.22	\$193.19	\$197.25	\$201.39	\$205.62	\$209.94
CONSULTANT 18	\$163.82	\$163.82	\$167.26	\$170.77	\$174.36	\$178.02	\$181.76
CONSULTANT 17	\$139.99	\$139.99	\$142.93	\$145.93	\$149.00	\$152.12	\$155.32
CONSULTANT 16	\$128.01	\$128.01	\$130.70	\$133.44	\$136.25	\$139.11	\$142.03
CONSULTANT 15	\$113.53	\$113.53	\$115.91	\$118.35	\$120.83	\$123.37	\$125.96
CONSULTANT 14	\$100.85	\$100.85	\$102.97	\$105.13	\$107.34	\$109.59	\$111.89
CONSULTANT 13	\$92.08	\$92.08	\$94.01	\$95.99	\$98.00	\$100.06	\$102.16
CONSULTANT 12	\$83.25	\$83.25	\$85.00	\$86.78	\$88.61	\$90.47	\$92.37
CONSULTANT 11	\$77.45	\$77.45	\$79.08	\$80.74	\$82.43	\$84.16	\$85.93
CONSULTANT 10	\$67.08	\$67.08	\$68.49	\$69.93	\$71.40	\$72.89	\$74.43
CONSULTANT 9	\$58.12	\$58.12	\$59.34	\$60.59	\$61.86	\$63.16	\$64.48
CONSULTANT 8	\$52.81	\$52.81	\$53.92	\$55.05	\$56.21	\$57.39	\$58.59
CONSULTANT 7	\$42.28	\$42.28	\$43.17	\$44.07	\$45.00	\$45.94	\$46.91

SIN 54151HACS (CLEARED)

CLEARED PERSONNEL		GSA IT 70 - GS-35F-0490T					
KINGFISHER SYSTEMS, INC. PRICE LIST AND MULTI YEAR GOVERNMENT OFFERING							
LABOR CATEGORY	GSA Price	07/01/17~ 02/28/18	3/1/2018 06/30/18	07/01/18~ 06/30/19	07/01/19~ 06/30/20	07/01/20~ 06/30/21	07/01/21~ 06/30/22
	YEAR 10	YEAR 11A	YEAR 11B	YEAR 12	YEAR 13	YEAR 14	YEAR 15
	ESCAL =	1.00	1.021	1.021	1.021	1.021	1.021
CONSULTANT 23	\$321.74	\$321.74	\$328.50	\$335.39	\$342.44	\$349.63	\$356.97
CONSULTANT 22	\$289.75	\$289.75	\$295.83	\$302.05	\$308.39	\$314.87	\$321.48
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CONSULTANT 20	\$231.80	\$231.80	\$236.67	\$241.64	\$246.71	\$251.89	\$257.18
CONSULTANT 19	\$193.16	\$193.16	\$197.22	\$201.36	\$205.59	\$209.90	\$214.31
CONSULTANT 18	\$167.23	\$167.23	\$170.74	\$174.33	\$177.99	\$181.73	\$185.54
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SIN 54151HACS (UNCLEARED)

UNCLEARED PERSONNEL		GSA IT 70 - GS-35F-0490T					
KINGFISHER SYSTEMS, INC. PRICE LIST AND MULTI YEAR GOVERNMENT OFFERING							
LABOR CATEGORY	GSA Price	07/01/17~ 02/28/18	3/1/2018 06/30/18	07/01/18~ 06/30/19	07/01/19~ 06/30/20	07/01/20~ 06/30/21	07/01/21~ 06/30/22
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CONSULTANT 23	\$315.37	\$315.37	\$321.99	\$328.75	\$335.66	\$342.71	\$349.90
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CONSULTANT 17	\$139.99	\$139.99	\$142.93	\$145.93	\$149.00	\$152.12	\$155.32
CONSULTANT 16	\$128.01	\$128.01	\$130.70	\$133.44	\$136.25	\$139.11	\$142.03
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CONSULTANT 7	\$42.28	\$42.28	\$43.17	\$44.07	\$45.00	\$45.94	\$46.91

1c. CONSULTANT SKILL LEVEL DISCRIMINATORS (all SINS)
 The following tables provide the differentiating characteristics and qualifications of the consulting services to be provided.

CONSULTANT 23					
DISCRIMINATORS					
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles	
23 or equiv.	Demonstrated source. Complex Program/ multi-project focus	Sr. Executive Level Interaction. High level of authority/ recognition or Unique Nationally	Program Level and/or Complex Project	Sr. Executive Leadership in: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams	
Education/Experience Equivalence					
Education:		PhD	MA/MS	BA/BS	H.S. Other
Yrs Expr.		6	8	10	14 NA

CONSULTANT 22					
DISCRIMINATORS					
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles	
22 or equiv.	Highly complex and critical efforts on major programs/ projects	Unique skills/ credentials within project areas	Broadly recognized. Authoritative/Trusted source. Program Level and/or Complex Project	Advises senior management. Formulates and administers: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams	
Education/Experience Equivalence					
Education:		PhD	MA/MS	BA/BS	H.S. Other
Yrs Expr.		6	8	10	14 NA

CONSULTANT 21					
DISCRIMINATORS					
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles	
21 or equiv.	Extensive experience in complex multi-disciplinary programs High level complex and critical efforts	Significant Recognition as Authoritative source within specific business area. Primary client point of contact & Senior Executive Line Leadership	Program Level and/or Complex Project. Senior Executive leadership in IT, Business, Advance Technology or R&D type programs or equivalent	Leads working groups and administers: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams	
Education/Experience Equivalence					
Education:		PhD	MA/MS	BA/BS	H.S. Other
Yrs Expr.		5	7	9	13 NA

CONSULTANT 20						
DISCRIMINATORS						
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
20 or equiv.	Unique skills /credentials Complex and critical efforts	Executive Level Interaction	Program Level and/or Complex Project Certification/ Industry recognition as a reliable source	Advises Executive Leadership in: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		5	7	9	13	NA

CONSULTANT 19						
DISCRIMINATORS						
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
19 or equiv.	Complex multi-disciplinary Programs	Client point of contact & executive team lead	Advisory Lead/Executive leadership in IT, business, advanced technology or R&D type programs or equivalent	Advises Executive Leadership in: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		4	6	8	12	NA

CONSULTANT 18						
DISCRIMINATORS						
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
18 or equiv.	Complex and critical efforts	Recognized specialized expertise for Executive Level Interaction	Advisory Consultant on Program Level and/or Complex Project	Formulates and administers: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		4	6	8	12	NA

CONSULTANT 17						
DISCRIMINATORS						
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
17 or equiv.	Accomplished Broad-based knowledge applied to Complex project(s)	Primary client contract manager. assists Sr. PMs.	Recognized source on a Program Level and/or Complex Project. Liaison between executive management and lower level managers	Formulates and administers: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		3	5	7	11	NA

CONSULTANT 16

DISCRIMINATORS

KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
16 or equiv.	Multi-disciplinary programs Expert support and interaction	Client point of contact and oversight of PMs/senior staff	Direct responsibility for lower level management and staff target objectives accomplishment	Supports Executive PMs in oversight of: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		3	5	7	11	NA

CONSULTANT 15

DISCRIMINATORS

KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
15 or equiv.	Intermediate complexity programs/complex projects focused. Analytic leadership & support	Mid level prog/proj client point of contact and staff management.	Primary senior PM and senior lead for programs/projects. Uses structured analyses, design methodologies and tools. Performs extraction of user requirements to establish functional and cross-functional requirements and costs. Carries out analysis to transform requirements and architecture to complete project design	Assists Sr. & Exec. Mgt in planning and administering: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		2	4	6	10	NA

CONSULTANT 14

DISCRIMINATORS

KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
14 or equiv.	Moderate complexity programs/complex projects focused. Analytic leadership & support	Mid level prog/proj client point of contact and staff management.	Primary senior PM and senior lead for programs/projects. Uses structured analyses, design methodologies and tools. Performs extraction of user requirements to establish functional and cross-functional requirements and costs. Carries out analysis to transform requirements and architecture to complete project design	Assists Sr. & Exec. Mgt in planning and administering: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		2	4	6	10	NA

CONSULTANT 13					
DISCRIMINATORS					
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles	
13 or equiv.	Moderate complexity Program/complex Project focus	Intermediate level management of one or more complex tasks	Oversees accomplishment of one or more complex tasks. Evaluates user requirements for system design, performs functional analysis. Provides guidance to systems analysts and technicians. Uses structured analyses, design methodologies and tools.	Program/project leadership in implementation of targets for: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams	
Education/Experience Equivalence					
Education:		PhD	MA/MS	BA/BS	H.S. Other
Yrs Expr.		1	3	5	9 NA

CONSULTANT 12					
DISCRIMINATORS					
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles	
12 or equiv.	Complex task focus within a larger program/project	Project/task level. Staff level personnel interaction and supervision	Project/task level supervisory oversight or Task level PM oversight and interaction. Performs complex business analysis and process improvement duties, functional analyses, operational analyses, supports QA and CM efforts. Uses structured analyses, design methodologies and tools.	Project/task level adherence to goals for: Cost Mgt, Work Standards, Schedule Mgt, Supervision, Policy Mgt, Cross Functional Teams	
Education/Experience Equivalence					
Education:		PhD	MA/MS	BA/BS	H.S. Other
Yrs Expr.		1	3	5	9 NA

CONSULTANT 11					
DISCRIMINATORS					
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles	
11 or equiv.	Intermediate Level	Mid level personnel supporting project/task level with direct customer interaction	Mid Level Technical Specialist takes direction and follows generalized guidance on tasks in a multi-threaded manner. Tasks include but are not limited to programming, engineering, system analysis, graphic support, hardware/software support, database support, and general IT support.	Assists in Project/task level adherence to goals for: Cost Mgt, Work Standards, Schedule Mgt, Process improvement. Leads intermediate level tasks.	
Education/Experience Equivalence					
Education:		PhD	MA/MS	BA/BS	H.S. Other
Yrs Expr.		0	2	4	8 NA

CONSULTANT 10						
DISCRIMINATORS						
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
10 or equiv.	Intermediate Level	Mid level personnel supporting project/task level requiring limited supervision	Mid Level Technical Specialist takes direction and follows generalized guidance on tasks in a multi-threaded manner. Tasks include but are not limited to programming, engineering, system analysis, graphic support, hardware/software support, database support, and general IT support.	Assists in Project/task level adherence to goals for: Cost Mgt, Work Standards, Schedule Mgt, Process improvement. Supports intermediate level tasks.		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		0	1	3	7	NA

CONSULTANT 9						
DISCRIMINATORS						
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
9 or equiv.	Intermediate to low	Junior level personnel supporting project/task level requiring significant interaction and supervision	Junior Level Technical Specialist takes direction and follows generalized guidance on tasks in a multi-threaded manner. Tasks include but are not limited to programming, engineering, system analysis, graphic support, hardware/software support, database support, and general IT support.	Assists in Project/task level adherence to goals for: Cost Mgt, Work Standards, Schedule Mgt, Process improvement. Supports intermediate to junior level tasks.		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		0	0	2	6	NA

CONSULTANT 8						
DISCRIMINATORS						
KF Level	Complexity	Mgt Strata	Responsibility	Functional Roles		
8 or equiv.	Intermediate to low	Junior level personnel requiring daily supervision	Junior Level Technical Specialist takes direction and follows generalized guidance on tasks in a multi-threaded manner. Tasks include but are not limited to programming, engineering, system analysis, graphic support, hardware/software support, database support, technical writing, and general IT support.	Assists in Project/task level adherence to goals for: Cost Mgt, Work Standards, Schedule Mgt, Process improvement. Performs and supports junior level and short duration tasks.		
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		0	0	1	5	NA

CONSULTANT 7						
DISCRIMINATORS						
KF Level	Complexity	Mgt Strata	Responsibility			Functional Roles
7 or equiv.	Low	Entry level. Supports junior, mid, and senior level personnel in addition to supervisor(s) and Manager(s)	Entry Level Technical Specialist takes direction and follows generalized guidance on tasks in a multi-threaded manner. Tasks include but are not limited to programming, engineering, system analysis, graphic support, hardware/software support, database support, technical writing, and general IT support.			Assists in Project/task level adherence to goals for: Cost Mgt, Work Standards, Schedule Mgt, Process improvement. Performs junior level and short duration tasks.
Education/Experience Equivalence						
Education:		PhD	MA/MS	BA/BS	H.S.	Other
Yrs Expr.		0	0	1	4	NA

Generally four years of additional relevant experience may be substituted for a bachelor’s degree.
 A Master’s Degree may be substituted for generally two years of experience.
 A Doctoral Degree may be substituted for generally four years of experience.

Other qualifying education equivalents may include combinations of years of experience/education toward degree, associate’s degree or technical certification, specialized training and other qualifications. Intensity of experience in related projects at lower positions with demonstrated skills may also be deemed equivalent to years of experience. Such equivalents will be supported by the Kingfisher staff level or the equivalent if support is provided by a consultant or subcontractor, with appropriate discounts depending on volume and skill level supplied. The Kingfisher PM will provide resumes whenever equivalent qualifications are proposed.

2. Maximum order: \$500,000 for SIN 54151S and 54151HACS (All dollar amounts are exclusive of any discount for prompt payment.)
3. Minimum order: \$100
4. Geographic coverage (delivery area): World-wide
5. Point(s) of production (city, county, and State or foreign country): World-wide
6. Discount from list prices or statement of net price: Prices shown are NET Prices; Basic Discounts have been deducted.
7. Quantity discounts: None Offered. Will negotiate at the Task Order level.
8. Prompt payment terms: None
- 9a. Government purchase cards are not accepted below the micro-purchase threshold.
- 9b. Government purchase cards are not accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin): None
- 11a. Time of delivery: Any reasonable period for services as negotiated.

11b. Expedited Delivery: None

11c. Overnight and 2-day delivery: None

11d. Urgent Requirements: None

12. F.O.B. point(s): Destination

13a. Ordering address(es):

Kingfisher Systems, Inc.
3110 Fairview Park Drive, Suite 1250
Falls Church, VA 22042
Phone: 703.820.7970
Fax: 703.820.7976
Website: www.kingfishersys.com
Contract Administration: Cardell K. Richardson II
E-mail: cardell.richardson@kingfishersys.com

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

Kingfisher Systems, Inc.
ATTN: ACCOUNTS PAYABLE
3110 Fairview Park Drive, Suite 1250
Falls Church, VA 22042
E-mail: finance@kingfishersys.com
Phone 703.820.7970
Fax 703.820.7976

15. Warranty provision: Standard Commercial Terms

16. Export packing charges, if applicable: None

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): None

18. Terms and conditions of rental, maintenance, and repair (if applicable): None

19. Terms and conditions of installation (if applicable): None

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): None

20a. Terms and conditions for any other services (if applicable): None

21. List of service and distribution points (if applicable): None

22. List of participating dealers (if applicable): None

23. Preventive maintenance (if applicable): None

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): None

-
- 24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services. The EIT standards can be found at: www.Section508.gov/.
 - 25. Data Universal Number System (DUNS) number: 18-001-1459
 - 26. Central Contractor Registration (CCR) database: Kingfisher is registered.

PAGE 11 – TERMS AND CONDITIONS APPLICABLE TO IT PROFESSIONAL SERVICES

PAGE 16 – SMALL BUSINESS INFORMATION

PAGE 17 – CTA GUIDELINES

PAGE 17 – BPA INFORMATION

**TERMS AND CONDITIONS APPLICABLE TO MULTIPLE AWARD SCHEDULE (SPECIAL ITEM
NUMBER 54151S and 54151HACS)**

*****NOTE:** *All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule. The prices, terms and conditions stated under Special Item Numbers 54151HACS 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 I-FSS-60 Performance Incentives (April 2000)

- 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.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

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

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S and 54151HACS should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

CONSULTANT FUNCTIONS SIN 54151S (Levels 7-23):

The following paragraphs provide a description of the functional skills to be applied by Kingfisher Systems consultants to customer projects. The skill level provided to clients may range from Consultant Levels 7 through 23 with appropriately varying levels of expertise, experience and education as detailed in the tables that follow this global job description.

Consultant 7-23

The Consultant function comprises personnel qualified, by education or experience, to advise clients and/or lead customer projects. They have demonstrated an ability to supervise and manage large, diverse, and complicated projects and to interface with all levels of government management, as required to successfully meet program objectives. They may be called upon to help launch new efforts or serve as problem solvers to assist our clients to get their programs on-track. Often serves as the primary contract manager and authorized to interface with the client's management personnel, staff members, and customer representatives, as required to successfully meet program objectives. May provide liaison and direction of lower level managers, business and technical staff. Often leads cross-functional business, management or technical teams; using staff effectively; employing management and engineering skills to achieve program results. May direct staff in developing cost projections, controlling and reporting cost, formulating and enforcing work standards, assigning staff work schedules, reviewing and resolving work discrepancies, supervising personnel, and communicating policies, purposes, and goals of the organization to subordinates and subcontractors. Additional areas of expertise may include technical, operational, and analytical disciplines, as well as cultural, policy and legislative expertise which may be unique to the project. The position generally provides expertise or guidance to an IT project in subject matter area of specialized knowledge, as called out in a task order or statement of work. Advise client management and program management on program issues and may assist in determining program direction. Specialized knowledge is not limited to information technology and may include knowledge of areas supported by information technology. IT expertise may be called out, without limitation, in product selection, enterprise architecture, system design, engineering, intelligence systems, security and other technical, operational, and analytical disciplines to include reliability, maintainability and life cycle cost management. Expertise may also include specialized knowledge of client operations, regulatory matters, professions supported by IT in an enterprise setting such as accounting, billing and human resources management. May lead focused studies or training sessions concerning information technology and topics relating to information technology programs such as regulatory matters.

This person may also provide systems, analysis or engineering support to customer projects by applying advanced methods, theories, and techniques to investigate, capture and analyze requirements for complex systems and

problems. This person elicits operational requirements from the user community and establishes system requirements using industry-standard system development methodologies. Formulates and enforces standards, directs and supervises staff and personnel, preparing or approving work schedules, reviewing work, resolving discrepancies, and communicating policies, and goals to subordinates. Assigns, oversees or carries out work to transform system requirements and architecture to a complete design, including but not limited to systems integration, engineering change/configuration management, quality assurance, and test and evaluation (including IT aspects of facility management such as habitability, security, equipment/furniture, space, operations etc). This may include the application of multiple engineering disciplines to IT and business modeling, analyses, specification development, hardware and software planning / implementation / modification / coding, scheduling, configuration changes and test reports for computer systems, messaging and telecommunications systems (including post implementation maintenance and support). Additional support may include IT/Technical, business and analytic efforts in focused support disciplines for Program Management, Training, Training Documentation and delivery systems, Technical Writing, Network Technology, Communications and Graphics. Often uses specialized knowledge in exercising Quality Assurance, Configuration Management, and reliability and maintainability to control design and production, and minimize life cycle cost. May provide technical direction and guidance to less experienced engineers, analysts and technicians as they work on detailed designs, development, building and testing. May supervise the design, acquisition, installation, operation and maintenance of equipment and systems. Assures consistency of overall effort. This person may also provide a variety of project administration support services in coordination with and complementary to other company consultants supporting contract efforts. Prepares/supports project management administrative plans and reports. Performs/supports analysis, development, and review of program administrative operating procedures. Manages/supports technical, financial, contract administration, other specialty functions and scheduling activities of the program or project for the program or project manager (may also include editing, graphics and production). Reviews and provides input to reports and other contract deliverables under a project. May utilize experience in project and cost management tools and software for use in tracking project progress. May provide demonstrated knowledge and understanding of project (may also include aspects of Facility Management) responsibilities for the execution of work under the contract. Oversees/performs other administrative support personnel providing direct support to customer projects. Services of this labor category are only available through this schedule in a support role of the principal contract positions.

CONSULTANT FUNCTIONS SIN 54151HACS (Levels 7-23):

The following paragraphs provide a description of the functional skills to be applied by Kingfisher Systems consultants to customer projects. The skill level provided to clients may range from Consultant Levels 7 through 23 with appropriately varying levels of expertise, experience and education as detailed in the tables that follow this global job description.

Consultant 7-23

The Consultant function comprises personnel qualified, by education or experience, to advise clients and/or lead customer projects. They have demonstrated an ability to supervise and manage large, diverse, and complicated projects and to interface with all levels of government management, as required to successfully meet program objectives. They may be called upon to help launch new efforts or serve as problem solvers to assist our clients to get their programs on-track. Often serves as the primary contract manager and authorized to interface with the client's management personnel, staff members, and customer representatives, as required to successfully meet program objectives. May provide liaison and direction of lower level managers, business and technical staff. Often leads cross-functional business, management or technical teams; using staff effectively; employing management and engineering skills to achieve program results. May direct staff in developing cost projections, controlling and reporting cost, formulating and enforcing work standards, assigning staff work schedules, reviewing and resolving work discrepancies, supervising personnel, and communicating policies, purposes, and goals of the organization to subordinates and subcontractors. Additional areas of expertise may include technical, operational, and analytical disciplines, as well as cultural, policy and legislative expertise which may be unique to the project. The position generally provides expertise or guidance to an IT project in subject matter area of specialized knowledge, as called out in a task order or statement of work. Advise client management and program management on program issues and may assist in determining program direction. Specialized knowledge is not limited to information technology and may include knowledge of areas supported by information technology. IT expertise may be called out, without limitation, in product selection, enterprise architecture, system design, engineering, intelligence systems, security and other technical, operational, and analytical disciplines to include reliability, maintainability and life cycle cost management. Expertise may also include specialized knowledge of client operations, regulatory matters, professions supported by IT in an enterprise setting such as accounting, billing and human resources management. May lead

focused studies or training sessions concerning information technology and topics relating to information technology programs such as regulatory matters.

This person may also provide systems, analysis or engineering support to customer projects by applying advanced methods, theories, and techniques to investigate, capture and analyze requirements for complex systems and problems. This person elicits operational requirements from the user community and establishes system requirements using industry-standard system development methodologies. Formulates and enforces standards, directs and supervises staff and personnel, preparing or approving work schedules, reviewing work, resolving discrepancies, and communicating policies, and goals to subordinates. Assigns, oversees or carries out work to transform system requirements and architecture to a complete design, including but not limited to systems integration, engineering change/configuration management, quality assurance, and test and evaluation (including IT aspects of facility management such as habitability, security, equipment/furniture, space, operations etc). This may include the application of multiple engineering disciplines to IT and business modeling, analyses, specification development, hardware and software planning / implementation / modification / coding, scheduling, configuration changes and test reports for computer systems, messaging and telecommunications systems (including post implementation maintenance and support). Additional support may include IT/Technical, business and analytic efforts in focused support disciplines for Program Management, Training, Training Documentation and delivery systems, Technical Writing, Network Technology, Communications and Graphics. Often uses specialized knowledge in exercising Quality Assurance, Configuration Management, and reliability and maintainability to control design and production, and minimize life cycle cost. May provide technical direction and guidance to less experienced engineers, analysts and technicians as they work on detailed designs, development, building and testing. May supervise the design, acquisition, installation, operation and maintenance of equipment and systems. Assures consistency of overall effort. This person may also provide a variety of project administration support services in coordination with and complementary to other company consultants supporting contract efforts. Prepares/supports project management administrative plans and reports. Performs/supports analysis, development, and review of program administrative operating procedures. Manages/supports technical, financial, contract administration, other specialty functions and scheduling activities of the program or project for the program or project manager (may also include editing, graphics and production). Reviews and provides input to reports and other contract deliverables under a project. May utilize experience in project and cost management tools and software for use in tracking project progress. May provide demonstrated knowledge and understanding of project (may also include aspects of Facility Management) responsibilities for the execution of work under the contract. Oversees/performs other administrative support personnel providing direct support to customer projects. Services of this labor category are only available through this schedule in a support role of the principal contract positions.

This may person may analyze business problems and identify and document potential technology solutions and may analyze real or hypothetical domains and document business, processes, and/or systems, assessing the appropriateness of intended solutions and their integration with existing or emerging technology. A person in this role may also identify vulnerabilities, threats and risks and assist with testing, executing, and rolling-out of solutions.

This person may support the Governance, Risk Management and Compliance program within information technology systems. They may conduct threat identification, vulnerability identification, control analysis, impact analysis, risk determination, control recommendations, and results documentation. At times they may be required to perform technical and non-technical risk assessments on systems to reveal security gaps and determine improvements to mission performance and delivery services, or they may conduct computer forensics, intrusion detection, incident response and penetration testing. A function of this person may be to review network security architectures to ensure proper operations, performance, reliability and security of network environment. Additionally a person in this role may assist with certification and accreditation, risk assessment and IT auditing, researching and evaluating emerging information technologies; interpret requirements and provide analytical reviews for system architecture, equipment and software.

This person may provide expert technical guidance of specialized applications, operational environments, systems analysis, design, integration, documentation and implementation regarding technical and business goals and provide detailed recommendation to accomplish goals. A role of this individual may be to contribute to planning, analysis, testing, integration, documentation and presentation of all systems development and enhancement. Additionally this role may compose technical documents that include user manuals, training guides, specifications, and white papers.

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

PREAMBLE

Kingfisher Systems, 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 **Cardell K. Richardson II, 703.820.7970 or cardell.richardson@kingfishersys.com**.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 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.

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

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.
