



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

GSA FEDERAL SUPPLY SCHEDULE
INFORMATION TECHNOLOGY (IT) SCHEDULE CONTRACT
FOR
CONUS AND OCONUS SERVICES

SCHEDULE NUMBER: GS-35F-4595G
JULY 11, 2007 - JULY 10, 2012

BUSINESS SIZE: SMALL, SMALL AND DISADVANTAGED, AND WOMAN OWNED

INFORMATION SYSTEMS & NETWORKS CORPORATION
10411 MOTOR CITY DRIVE, SUITE 700
BETHESDA, MD 20817
(301) 469-0400 www.isncorp.com

JULY 2007



Contact Information

Marketing & Contract Manager

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Services Covered:

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-51 Information Technology Professional Services



SIN OFFERINGS AND DESCRIPTIONS

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
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- Core Financial Management Software
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Microcomputers

- Operating System Software
- Application Software
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- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

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

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services



- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or
Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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



1.1 LABOR RATES

Labor Category	\$ CY07 Hourly Net	\$ CY08 Hourly Net	\$ CY 09 Hourly Net	\$ CY 10 Hourly Net	\$ CY 11 Hourly Net	\$ CY 12 Hourly Net
Systems Integrator	\$246.88	\$256.61	\$266.72	\$277.23	\$288.15	\$299.50
Project Manager II	\$135.72	\$141.07	\$146.63	\$152.40	\$158.41	\$164.65
Programmer – Senior Analyst	\$119.02	\$123.71	\$128.58	\$133.65	\$138.92	\$144.39
Design Analyst / Security Analyst	\$116.93	\$121.54	\$126.33	\$131.30	\$136.48	\$141.85
Systems Analyst	\$106.56	\$110.76	\$115.12	\$119.66	\$124.37	\$129.27
Systems Test Engineer	\$103.91	\$108.00	\$112.26	\$116.68	\$121.28	\$126.06
Database Modeler / Developer	\$96.00	\$99.78	\$103.71	\$107.80	\$112.05	\$116.46
Website Developer	\$96.00	\$99.78	\$103.71	\$107.80	\$112.05	\$116.46
Project Manager	\$77.28	\$80.32	\$83.49	\$86.78	\$90.20	\$93.75
Information Technologist	\$70.43	\$73.20	\$76.09	\$79.09	\$82.20	\$85.44
Network Architect	\$70.43	\$73.20	\$76.09	\$79.09	\$82.20	\$85.44
Network Engineer	\$57.72	\$59.99	\$62.36	\$64.81	\$67.37	\$70.02
Telecommunications Engineer	\$57.65	\$59.92	\$62.28	\$64.74	\$67.29	\$69.94
Technical Specialist	\$56.41	\$58.63	\$60.94	\$63.34	\$65.84	\$68.43
LAN/Engineer/Administrator	\$56.02	\$58.23	\$60.52	\$62.91	\$65.38	\$67.96
Electronic Engineer	\$51.68	\$53.72	\$55.83	\$58.03	\$60.32	\$62.70
Programmer	\$51.86	\$53.90	\$56.03	\$58.23	\$60.53	\$62.91
Programmer – Senior	\$84.23	\$87.55	\$91.00	\$94.58	\$98.31	\$102.18
Training Instructor	\$44.47	\$46.22	\$48.04	\$49.94	\$51.90	\$53.95
Technical Writer	\$55.50	\$57.69	\$59.96	\$62.32	\$64.78	\$67.33
Word Processor	\$19.71	\$20.49	\$21.29	\$22.13	\$23.00	\$23.91

NOTE: Discounts may apply based on geographical locations and sales volume. Special state income taxes and state gross receipt taxes are not included in the rates and will be treated as incidentals.



Design Analyst/Security Analyst

Minimum/General Experience: Five years total experience in providing Information Technology Services in such areas as ADP support, hardware/software development support, programming, software analysis and design, quality assurance, configuration management, hardware/software integration, and technology management. Two years of related experience in design analysis similar to security assessment, conversion, and implementation to include, identifying required upgrades and data field changes, selection of appropriate development methodology, implementation of changes and documentation updates. Experienced in problem resolution, personnel supervision and customer interface.

Functional/Responsibility: For Information Technology projects involving development of detailed work plans and project task schedules, task progress reports, provide security analysis, structured methodologies and technical guidance, and ensure proper implementation of changes and updates of documentation. Ability to coordinate and supervise a multi-disciplinary team, assist on the plan and prioritize implementation tasking, responsible for coordinating with the customer and/or business unit team for the collection of information to ensure that various tests produce acceptable results, and supervise and/or perform programming task activities. Assist in the development of detailed work plans and project task schedules, task progress reports, provide system security methodologies and technical guidance, and ensure proper implementation of changes and updates of documentation. Provides customer support in solving all phases of complex security related problems. Conducts system security analysis and implementation, system engineering, design, testing and software implementation of security products and techniques. Insures that solutions are based on a firm understanding of government/industry policy, practices procedures and customer requirements, performance monitoring and progress reporting, personnel supervision, timely and cost effective delivery of services. Working knowledge of MS Project.

Minimum Education: Bachelor's Degree or six years of applicable experience may be substituted for a degree.

Electronics Engineer

Minimum/General Experience: Must have knowledge and experience in state-of-the art software design and development and their interface with computer hardware systems. Must have knowledge of project scheduling.

Functional/Responsibility: Applies intensive and diversified knowledge of engineering and practices in broad areas of assignments and related fields. Independently makes decisions on engineering problems and methods. Uses advance techniques and modifications in extension of theories, precepts and practices of own engineering field and related sciences and disciplines.

Minimum Education: Requires a bachelor's degree and three to five year's experience in electronic engineering.

Help Desk Coordinator

Functional/Responsibility: Responsible for the management and directions of help desk resources. Ensures that resources and technicians are in place to assist users in the resolution of problems. Ensures that response to customers issues and problems are prompt and thorough. Advises customer on upgrades, and network efficiency. Escalates customer issues when appropriate to provide efficient solutions to complex system issues. Uses a trouble tracking system to track and report on all problems

Minimum Education: Requires a bachelor's degree in an associated discipline and a minimum of five years of related experience in a networked environment

Information Technologist

Minimum/General Experience:



Functional/Responsibility: Performs integration and application of new technologies to computer networks and networked systems at the enterprise level. This includes development of systems, requirements and policies related to distributed computer systems and LAN/WAN networking. Provides technical guidance in software engineering techniques and automated support tools. Performs process and data modeling in support to the planning and analysis efforts using both manual and automated tools such as Integrated Computer Aided Software Engineering (I-Case) tools.

Minimum Education: Requires a master's degree in a field of discipline.

LAN Engineer/Administrator

Functional/Responsibility: Responsibilities include, but are not limited to; development and implementation of LAN operational management processes and procedures, moves, adds, changes and disconnects, (logical and physical), maintains accurate documentation and quality control and performs virus checks of all servers and service points. Performs assignments in support of higher level engineering personnel in various studies and projects associated with the analysis, design, and development of network systems. Analyzes, evaluates and recommends equipment, layouts and configurations to support the infrastructure.

Minimum Education: Requires a bachelor's degree in computer science, engineering or associated discipline and vendor certification, such as: Certified NetWare Administrator or Engineer.

Network Architect

Minimum/General Experience: Seven or more years of experience in field of expertise.

Functional/Responsibility: Include network engineering, installation, troubleshooting configuration, operation and management of the network. Also responsible for assessing client network needs developing and integrating.

Minimum Education: Requires a bachelor's degree

Network Engineer

Minimum/General Experience: A minimum of one to four years' experience in a networked environment. Certified Network Engineer for one or more network systems.

Functional/Responsibility: Responsibilities include, but are not limited to; monitors network operations to ensure properly set configurations options, provides technical expertise and technical direction in integration and testing of LANs and instructs operations personnel on use of new equipment. Conducts advanced and state of the art assignments under general supervision. Capable of networking design implementation.

Minimum Education: Requires a bachelor's degree in an associated discipline.

Programmer

Minimum/General Experience: General familiarity with structured system development methodologies, entity diagrams, Warnier diagrams and project management techniques. Three years of progressive experience in the programming of large-scale EM-based on-line systems and/or three years progressive experience in the programming of minicomputers.

Functional/Responsibility: Responsible for writing, testing, debugging and documenting computer programs and JCL for batch add on-line systems. Knowledge in one or more of the following areas: CICS, COBOL 11, DB2, IMS DBIDC,SQL, SYBASE, ORACLE.



Minimum Education: Requires bachelors in computer science, MIS, EE or related field

Senior Programmer

Minimum/General Experience: The Senior Programmer shall have 6 years analysis programming experience in design, development, testing, implementation, and maintenance of ADP software including at least 2 years recent programming experience in IBM and compatible mainframe with COBOL, CICS, D132, PC and LAN environments. Three years experience with complete responsibility for programming and implementation tasks, including adherence to SDLC standards and supervision of a team of at least three programmers. Two years experience in Y2K compliance solutions. Experience in customer interface

Functional/Responsibility: For project involving design, development, testing, and/or analyst of large-scale systems programs for online systems including but limited to the use of mini and microcomputers in a stand alone mode and programming integration with the mainframe. System security programming and analyst experience included.

Under the supervision of a Task Manager performs and leads all aspects of detailed software design, programming, unit and systems testing, and implementation. Performs supervisory, technical, and administrative direction for personnel performing software development and modification, reviews products for correctness, adherence to the design concept and project standards, and for progress in accordance with schedules. Provides programming technical expertise and guidance for applications software and use of software tools. Provides oral and written communications with contract management for planning and control of Task Order performance. Interfaces with appropriate levels of customer and contractor management and staff to plan and present new/modified software concepts and develop test plans

Minimum Education: BS, BA Degree in Business Administration, Computer Science, Management of Information Systems or related field. 6 years extensive experience in projects similar to the proposed project may be substituted for specifically related degree.

Senior Analyst Programmer

Minimum/General Experience: 10 years total experience with applications or systems programming and/or testing in an IBM mainframe environment. Experience to include the use of supplied utilities to convert and/or modify CICS, COBOL and JCL programs and other elements associated to accommodate system security and the development and/or execution of system testing to include development of test plans, test scripts and test data. Must be experienced in IMS and/or DB2 databases. Must be capable of working independently on complex problems involving all of system analysis. Must understand and develop system security methodologies to include analysis, design, and/or implementation of secure solutions. This experience is to include: the designing and performing code changes to programs, testing and debugging of code, maintaining documentation of changes, performance of programming tasks, and performance of testing to document baseline performance standards, Experienced in customer interface.

Functional/Responsibility: For projects involving ADP Hardware/software, applications or systems programming and/or testing in a mainframe environment. Supervising a team of programmer analyst. Performing design and performing code changes to programs, testing and debugging of code, IV & V, maintaining documentation of changes, performance standards. System security programming and analyst experience required.

Ability to perform independently and/or coordinate within a multi-disciplinary team, perform programming, debugging and testing activities, and assist and provide information to support the development of work plans, test plans, test scripts, test data and Project Task schedules, task progress reports and other administrative tasks. Must process the ability to work independently on complex problems involving all aspects of system analysis. Lead other



programmers/analysis in conversion efforts. Provide conversion methodologies and technical guidance, and ensure proper implementation of changes and updates of documentation. Responsible for establishing and supervising all task activities and assigned personnel. MS Project to support ISN Program Management requirements.

Minimum Education: Bachelor Degree (BSIBA) in Computer Science, Management of Information Systems, or equivalent. Six years of extensive experience may be substituted for a specifically related degree.

Project Manager

Functional/Responsibility: Responsible for all aspects of project performance. Manages and supervises personnel involved in all aspects of the project activity. Organizes and assigns responsibilities to subordinates and oversees the successful completion of all assigned tasks. Establishes and maintains technical and financial reports in order to show progress to customer. Insures that the project or the task is on schedule and within budget. Shall assist the Project Manager 11 in working with the Government Contracting Officer (CO), the contract-level contracting Officer's Representative (COR) government management personnel and customer agency representatives.

Minimum Education: Requires a bachelors degree in an associated discipline and a minimum of four years of related experience in project management

Project Manager II

Minimum/General Experience: A minimum of 8 years program related experience in related areas with at least five years functional or program management experience, and at least three years experience managing large scale software development programs or complex communications programs.

Functional/Responsibility: For projects involving design and development of large scale on-line systems including the use of micro and mini computers in stand alone mode and in configurations integrated with the mainframe. Responsible for managing relatively complex programs. May manage fixed price contracts. Oversees program budgets and schedules, directs staff, and provides interface with customers. Maintains all project milestones and deliverables. Has direct responsibility for the successful completion of the project tasks. Resolves all project conflicts. Has primary responsibility for program growth; may be responsible for marketing new technology or follow-on business acquisition. Total program responsibility up to \$50 million. May be responsible for programs of lesser dollar value if complex or developmental in nature.

Minimum Education: Requires Bachelors Degree or equivalent experience with an advanced degree in engineering or business preferred.

System Analyst

Minimum/General Experience: Five years total experience in providing Information Technology services in such areas as ADP support, Hardware/software development support, programming, Software Analysis and design, Quality Assurance, Configuration management, hardware and Software integration, and Technology Management. Such experience shall include at least 2 years of related experience in design analysis and specification of security analysis assessment, conversion, and implementation to include identifying required upgrades and data field changes, selection of appropriate security design, implementation of changes and documentation updates. Experienced in problem resolution, personnel supervision and customer interface.

Functional/Responsibility: For ADP projects involving policy, automation requirements and business processes analysis, applications and database software design, development, maintenance, and enhancement. Ability to perform



all aspects of analysis and design and assists in assuring development and implementation of new and changed software is satisfactory. Coordinates with technical staff on software development and modification efforts and reviews products for correctness, adherence to the design concept and project standards, and for progress in accordance with schedules. Provides highly technical expertise and guidance for applications software and use of software tools. Provides oral and written communications with task management for planning and control of Task Order performance. Assist a Senior Systems Analyst or Task Manager in interfaces with appropriate levels of government and contractor management and staff to plan and present new/modified software concepts and develop test plans

Minimum Education: Bachelor Degree or six years of applicable experience may be substituted for a degree.

System Test Engineer

Minimum/General Experience: Four years experience in system (end-to-end) testing of disparate system components.

Functional/Responsibility: Defines, documents, analyzes, performs and interprets developmental and end-to-end tests for new and/or modified products or product components and systems. Directs program development with specialization in quality assurance, testing techniques and practices. Investigates and resolves operational problems in conjunction with other engineering and technical personnel. Conducts formal and informal reviews at predetermined points throughout the development life cycle. Provides technical support and advice to other engineering groups. Guides and directs lower level employees.

Minimum Education: Requires bachelors degree in an applicable engineering field or equivalent experience, 7 years test experience

Technical Specialist

Minimum/General Experience: Five years of progressive technical experience working with large-scale, IBM-based online systems, including at least two years as a senior systems analyst or consultant and/or similar experience in the use of micro and minicomputers in stand-alone mode and in configurations integrated with 'the mainframe or networked environment.

Functional/Responsibility: Working knowledge of MVSIESA, PC (DOS, Windows, OS/2), PC Communications Products, TCPIIP, TSO, CICS, D132, IMS and SAS. Analyzes functional business applications and design specifications for function activities. Develops block diagrams and logic flow charts. Prepares required documentation, including both program-level and user- level documentation

Minimum Education: Requires a bachelor's degree in computer science, MIS, EE or related field

Technical Writer

Functional/Responsibility: Responsibilities include, but are not limited to analyzing, organizing developing, preparing, writing, editing and printing manuals, presentations, technical system specifications, documentation and process/data flow diagrams in an information systems environment.

Minimum Education: Previous work experience in documenting technical guidelines and procedures. Superior written communication skills and familiarity with terms and techniques of technology essential.

Telecommunications Engineer

Minimum/General Experience: A minimum of four to seven years of related experience in telecommunications.



Functional/Responsibility: Acts as the lead engineer for backbone, and LANNVAN networking implementations. Performs networking design implementation including technologies such as DSL, TI, Fast Ethernet, VPN, ISDN, VOIP and Satellite. Ensures interoperability of multi-vendor, multi-technology networks to provide

Minimum Education: Requires a bachelor's degree in an associated discipline

Training Instructor

Minimum/General Experience: Six years general experience, including three years specialized experience as an instructor.

Functional/Responsibility: Responsibilities include, but are not limited to developing and conducting courses with prepared or developed instructional materials to educate technical and non-technical personnel. Conducts the research necessary to develop and revise training courses and prepares appropriate catalogs. Prepares all student materials, manuals, workbooks, handouts, completion certificates and course critique forms. Trains personnel by conducting formal classroom or one on one courses, workshops, and seminars.

Minimum Education: Requires a bachelor's degree.

Word Processor

Minimum/General Experience: A minimum of one to three years-related office experiences. Must be able to type 65 words per minute.

Functional/Responsibility: Performs data entry and administrative activities using word processing, spreadsheets, electronic mail and other software tools. Performs general administrative/clerical work

Minimum Education: Requires a high school diploma

Systems Integrator

Functional/Responsibility: This labor category is to develop, make software changes, support, install and test the LibertyIMS product. Determines specifications, then plans, designs, and develops the most complex and business critical software solutions utilizing the product and appropriate software processes, either individually or in concert with a project team. Must be capable of installing, integrating, modifying and developing vendor specific product code in response to customer-defined requirements. Provides design recommendations based on long-term IT organization strategy. Must have an in depth knowledge of the product and the code. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Develops programming and development standards and procedures as well as programming architectures for product reuse. Must have 5 years experience in the application of the product. Provides expertise regarding the integration of applications across the business. Must be able to apply business process reengineering methods to the integration of the customer's requirement. Must be able to communicate and explain the reengineering recommendations to the extent that the customer buys in. Must be able to develop and implement multi-level security on the system to protect system from unauthorized access and disclosure of customer's data. Must be able to develop workflows that mirror customers existing operation and where required recommend changes and get buy in from the customer to improve the workflow. Uses a variety of platforms to provide automated systems applications to customers. Must be able to integrate product to legacy systems by modifying product's code and not changing the legacy system. Must have the ability to analyze and fix both hardware and software problems. If required must be able to tune the systems performance to meet requirements. Must be able to train customer's users and administrators in the systems operation. Must be able to direct and manages support personnel during the implementation of the product. Accountable for the



most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers. Must be able to maintain schedule and companies profitability of the program.

Minimum Education: Preference for a Bachelor's or Master's Degree in Computer Sciences or 10 years related work experience at the level described in this description. Five years experience with Liberty IMS software.

Database Modeler

Minimum/General Experience: Must have five years experience in developing and populating Relational Databases i.e. Oracle, MS SQL. Must be able to create, implement, and support the database in an MS2000 environment.

Functional/Responsibility: Perform logical and conceptual data modeling functions and collect business functional data requirements in order to design functional and physical databases. Must be able to performance tune and optimize the relational database. Must be able to install, configure and administer the database. Implement back-up and recovery techniques, security permissions and capacity management procedures to serve the data requirements. Monitors and tunes database to ensure performance objectives are met. Must have 5 years experience in software analysis and design, hardware/software integration, and software development, software quality assurance and software testing. Must have exceptional communication and interpersonal skills. Experienced in problem resolution, adaptable to change and must be team oriented

Minimum Education: Preference for a Bachelor's degree in Computer Sciences or 5 years related experience.

Web Site Developer

Minimum/General Experience: Minimum 5 years experience in HTML and/or XML development. Must have experience in one or more of the following, CGI Scripting, JavaScript, Java, Perl ActiveX, Active X Controls and or C/C++, Must have experience in UNIX and UNM Shell Scripting, TCPIIP and wide area networking.

Functional/Responsibility: Minimum five years experience in the design, creation, and editing of content for web sites. Must be able to perform site maintenance and updating of site content. Familiarity with transferring data and files from platform to platform in various computer environments. Practical experience in products like Pagemaker, Photoshop, Autocad, Word, Freehand, Corel Draw and Illustrator. Must be able to perform on line design, information design and for interactive design. Must have the ability to create graphics that can be optimized for different platforms and browsers. Must have the ability to perform web browser functions including web searches. Must be able to use front end XML or HTML programming to build tools to connect to interactive databases. Must have the ability to assess new trends, and strengths and weaknesses of web implementations. Must have experience in problem resolution. Must have exceptional communication and interpersonal skills.

Minimum Education: Preference for a Bachelor's degree in Computer Science or five years equivalent experience.



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:

Information Systems & Networks Corporation
10411 Motor City Drive
Suuite 700
Bethesda, MD 20817

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will 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:

Arvin Malkani
Vice President
ISN Corporation
301-469-0400 x 856

3. LIABILITY FOR INJURY OR DAMAGE

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

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

- Block 9: G. Order/Modification Under Federal Schedule – GS-35F-4595G
- Block 16: Data Universal Numbering System (DUNS) Number: 03-899-5171
- Block 30: Type of Contractor – A. Small Disadvantaged Business
- Block 31: Woman-Owned Small Business - YES
- Block 36: Contractor's Taxpayer Identification Number (TIN): 52-119-1165
- 4a. CAGE Code: 0BTB1
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

As agreed to between ISN Corporation and customer.



6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
ALL SINS	As agreed to between ISN and customer

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0%
- b. Quantity OVER 1000 HOURS: 0%-15%
- c. Dollar Volume 0%
- d. Government Educational Institutions 0%
- e. Other 0%

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:

10. Small Requirements: The minimum dollar value of orders to be issued is \$2,500.

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 132-3 - Leasing of Product
 - Special Item Number 132-4 – Daily / Short Term Rental
 - Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
 - Special Item Number 132-32 - Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-34 – Maintenance of Software
 - Special Item Number 132-51 - Information Technology (IT) Professional Services
 - Special Item Number 132-52 - Electronic Commerce (EC) Services
 - Special Item Number 132-53 – Wireless Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
 - Special Item Number 132-50 - Training Courses
- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:



Special Item Number 132-60 – Access Certificates for Electronic Services (ACES) Program
Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
Special Item Number 132-62 – HSPD-12 Product and Service Components

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be



priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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

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

16. GSA ADVANTAGE!

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

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



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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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



21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.isncorp.com or by requesting a hard copy from the contractor's representative.

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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



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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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



TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 301-469-0400 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9AM to 4PM US EST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
Tier 1 Support as defined by the specific software manufacturer's policies.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or



maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 0% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of 120 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

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

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

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

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



appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

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

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.



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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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



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

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

All IT/EC 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/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon written request.

14. INCIDENTAL SUPPORT COSTS



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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

See above.

1. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering authentication products and 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.

c. When placing an order, ordering activities may deal directly with the contractor or ordering activities may send the requirement to the Program Management Office to received assisted services for a fee.

2. 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 the Services under SINs 132-60, 132-61 and 132-62 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.

3. 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.

4. 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.

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite services.

6. INDEPENDENT CONTRACTOR

All services performed by the Contractor under the terms of this contract shall be an independent Contractor, and not as an agent or employee of the ordering activity.

7. 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.

8. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for products and/or 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.

9. 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.

10. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon written request.

11. 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.

12. 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.