

#### **GENERAL SERVICES ADMINISTRATION**

#### FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

#### **GSA SCHEDULE 70**

#### SIN 132-32/34 – TERM SOFTWARE LICENSES AND MAINTENANCE AGREEMENTS

#### SIN 132-50 – INFORMATION TECHNOLOGY SOFTWARE TRAINING COURSES

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

IT Facility Operation and Maintenance
IT Systems Development Services
IT Systems Analysis Services
Automated Information Systems Design and Integration Services
Programming Services
IT Backup and Security Services
IT Data Conversion Services
Computer Aided Design/Computer Aided Manufacturing Services
IT Network Management Services
Automated News Services, Data Services, or Other Information Services
Other Information Technology Services, Not Elsewhere Classified

Note: 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.

#### SIN 132-62 - HSPD-12 PRODUCTS AND SERVICE COMPONENTS (FPDS D399)

Lockheed Martin Transportation & Security Solutions A division of Lockheed Martin Corporation 9221 Corporate Boulevard, M/S: 869/4F131 Rockville, MD 20850 Telephone (301) 640-3414 Fax (301) 640-2408

Contract Number:

GS-35F-0001M\_

Period Covered by Contract:

October 1, 2001 to June 30, 2007\_ PO-0008

Through Modification No.:

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

Lockheed Martin Corporation 9221 Corporate Boulevard, Rockville, MD 20850 Telephone (301) 640-3414

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### TABLE OF CONTENTS

A.	INFORMATION FOR ORDERING OFFICES	1
1.	GEOGRAPHIC SCOPE OF CONTRACT:	1
2.	CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:	1
3.	LIABILITY FOR INJURY OR DAMAGE	
4.	STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF	
ST	ANDARD FORM 279:	2
5.	FOB DESTINATION	3
6.	DELIVERY SCHEDULE	3
7.	DISCOUNTS:	
8.	TRADE AGREEMENTS ACT OF 1979, AS AMENDED:	4
9.	STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:	
10		
11		
12		4
13		
RE	EQUIREMENTS:	4
	. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)	
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26 27		
B.	TERMS AND CONDITIONS - SPECIAL ITEM NUMBER 132-32/34	10
1.	INSPECTION/ACCEPTANCE	10
2.	GUARANTEE/WARRANTY	10
3.	TECHNICAL SERVICES	
4.	SOFTWARE MAINTENANCE	
5.	PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)	
6.	CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE	
7.	TERM LICENSE CESSATION	
8.	UTILIZATION LIMITATIONS - (132-32 AND 132-34)	
9.	SOFTWARE CONVERSIONS - (132-32 AND 132-33)	13
10		13
11		
12		
13	. FUTUREPOINT <sup>™</sup> PAL PRICING (SIN 132-33/34)	14



C.	TERMS AND CONDITIONS - SPECIAL ITEM NUMBER 132-50	15
1.	SCOPE	15
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
	TERMS AND CONDITIONS - SPECIAL ITEM NUMBER 132-51	
D.		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
1(		
1		
12		
13		
14		
1:		
10		
1		
18		
Е.	TERMS AND CONDITIONS - SPECIAL ITEM NUMBERS 132-60; 132-61; AND 132-62	28
1.	-	
2.		
3.	STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)	.31
4.		
5.		
6.		
7.	ORGANIZATIONAL CONFLICTS OF INTEREST	.32
8.		
9.	PAYMENTS	. 33
10		
1		
12		
13		
14		
1:		
10	5. HSPD-12 PRODUCT AND COMPONENT PRICING (SIN 132-62)	.41



F.	LIST OF PRODUCTS AND SERVICES DISTRIBUTION POINTS
G.	USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION45
H.	BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE46
I.	BLANKET PURCHASE AGREEMENT47
J.	BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"



#### A. INFORMATION FOR ORDERING OFFICES

#### APPLICABLE TO ALL SPECIAL ITEM NUMBERS

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

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

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

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

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

#### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

#### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

Ordering: Lockheed Martin Transportation & Security Solutions 9221 Corporate Boulevard, M/S: 869/4F31 Rockville, MD 20850 EIN: 52-1893632

PHONE: (301) 640-3414



#### FAX: (301) 640-2011 E-MAIL: ROBERT.L.MORGAN@LMCO.COM

Payment: Check:

JP Morgan Chase P.O. BOX 23432 CHICAGO, IL 60673-7426 USA Account #716486634

EFT: CITIBANK NA c/o LOCKHEED MARTIN CORPORATION NEW YORK, NY 10018 USA ABA#: 021000089 A/C#: 30627381

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

Lockheed Martin Transportation & Security Solutions Robert L. Morgan III, Contracts Dept. 9221 Corporate Boulevard, M/S: 869/4F31 Rockville, MD 20850 (301) 640-3414

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

#### 3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 011367237

Block 30: Type of Contractor - <u>C</u>

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - <u>No</u> Block 36: Contractor's Taxpayer Identification Number (TIN): <u>52-1893632</u>

4a. CAGE Code: <u>23892</u>

4b. Contractor has/has not registered with the Central Contractor Registration Database.



#### 5. FOB DESTINATION

#### 6. **DELIVERY SCHEDULE**

a. <u>Time of Delivery:</u> The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33/34/51/62	30 Days or as agreed to by ordering office and LM-TSS

b. <u>Expedited Delivery Times:</u> For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33/34/51/62	30 Days or as agreed to by ordering office and LM-TSS

c. <u>Urgent Requirements:</u> When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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.

d. <u>Overnight and 2-Day Delivery Times</u>: Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-33/34/62

LM-TSS will ship our products CONUS to ordering agencies. Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the ordering activity.

#### 7. **DISCOUNTS:**

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

- a. Prompt Payment:  $\underline{0}\%$   $\underline{30}$  days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
  Cumulative Labor Hour Billings
  Discount on Increment
  \$0 \$250,000
  \$250,001 \$500,000
  \$500,001 \$1,000,000
  Over \$1,000,000
  Ow
  d. Government Educational Institutions (GEI)
- GEI are offered the same discounts as all other Government customers



- e. Discount for use of Government Commercial Credit Card
- f. Other: Significant discounts may be available for engagements managed and staffed by our engineering services group. The Federal Government must commit to a consecutive 6-month period of performance and provide LM-TSS employees office supplies and services as required for performance at a non LM-TSS location to obtain government premise rates.

#### 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 \$500.

The minimum order for IT Professional Services is one (1) person-month of effort.

#### 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 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional 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 132-62 – HSPD-12 Product and Service Components

#### 12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

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

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine



whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

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

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

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

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

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

(a) <u>Security Clearances</u>: 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) <u>Travel</u>: 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) <u>Certifications, Licenses and Accreditations</u>: 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) <u>Insurance</u>: 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) <u>Personnel</u>: 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) <u>Organizational Conflicts of Interest</u>: 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) <u>Documentation/Standards</u>: 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) <u>Data/Deliverable Requirements</u>: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) <u>Government-Furnished Property</u>: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) <u>Availability of Funds</u>: 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 online 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/.

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

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

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

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

#### 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

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

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

#### **19. OVERSEAS ACTIVITIES**

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

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical



personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

#### 20. BLANKET PURCHASE AGREEMENTS (BPAS)

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

#### 21. CONTRACTOR TEAM ARRANGEMENTS

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

#### 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

#### 23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: <u>www.lockheedmartin.com</u>

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

#### 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 <a href="http://www.core.gov">http://www.core.gov</a>.

#### 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)

#### B. TERMS AND CONDITIONS - SPECIAL ITEM NUMBER 132-32/34

APPLICABLE TO TERM SOFTWARE LICENCES AND MAINTENANCE

#### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government 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.

**Warranty:** LMC warrants that for 90 days the Software and Related Materials, when properly used in an operating environment including all pre-requisite software as specified in the product documentation, will operate substantially in conformity with the published documentation and the delivery media shall be free of defects. In the event of non-conforming Software or defective media, your sole remedy, at LMC's option, shall be replacement of the defective Software or a refund of the license fees paid for the affected software. The Licensed Assets, if purchased, consist of representative, model processes. Licensee is cautioned that each process must be conformed both to the specific business of the Licensee and to the requirements of any applicable laws, conventions or standards that Licensee intends for its process assets to meet. The Licensed Assets are provided AS IS without any warranty whatsoever.

**Warranty Disclaimer:** LMC DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LMC DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.

Limitation of Liability: IN NO EVENT SHALL LMC BE LIABLE FOR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OR INACCURACY OF DATA, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOOD WILL, OR FOR ANY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES RELATED TO LICENSEE'S USE OF THE SOFTWARE AND RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, EVEN IF LMC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. TOTAL LIABILITY, IF ANY ARISING OUT OF THIS AGREEMENT OR LICENSEES USE OF THE SOFTWARE AND RELATED MATERIALS SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE AND RELATED MATERIALS GIVING RISE TO THE CLAIM.

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 Government 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 (800) 447-9955 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 12am to 12pm.

\*\*Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation—i.e., <u>Eastern time</u>, Central time, Mountain time or Pacific time.\*\*

#### 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

<u>Maintenance and defect corrections, technical support, periodic updates, and product</u> <u>announcements</u>

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 lessor 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.

\*\*The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.\*\*



#### 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 Government.

#### 7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of  $\underline{N/A}$  \* 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.

\*\*Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.\*\*

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 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. Not Applicable

#### **12.** FuturePoint<sup>™</sup> PAL (SIN 132-33/34)

The Process Asset Library (PAL<sup>TM</sup>) is a web-based library that organizes business processes into one easy-to-use, online database. The PAL is structured to meet the needs of process-driven organizations, enabling users throughout the organization to access process assets when and where they are needed and allowing businesses to optimize their process management capabilities.

Because the value of an organization's business processes depends on their availability and accessibility, strong process management can be vital to efficient, effective operations. The PAL makes it easy for a company to enhance its process management, and can allow an organization to take full advantage of all of its process assets. It is ideal for large, multi-level organizations looking to improve their process performance, or for any company or agency aiming for higher process ratings or ISO registration. The PAL features an intuitive, tiered architecture that allows an organization to manage, add or modify assets in a manner that meets specific business needs or goals. The PAL can also be customized according to a company's enterprise objectives. Details on charting a better future and improving organization performance with the FuturePoint product and service offerings are available on our website: <u>http://www.lockheedmartin.com/futurepoint</u>.

#### 13. FuturePoint<sup>™</sup> PAL PRICING (SIN 132-33/34)

Lockheed Martin Transportation & Security Solutions offers to provide the PAL and related consulting services as specified in the following table within the 48 contiguous states, the District of Columbia, and Puerto Rico.

FUTUREPOINT PRODUCTS	Price
PAL Licensing Agreement – Government	\$80,000
PAL Customer Care Agreement - Government	\$16,000



#### C. TERMS AND CONDITIONS - SPECIAL ITEM NUMBER 132-50

#### APPLICABLE TO INFORMATION TECHNOLOGY TRAINING COURSES

#### 1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

#### 2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

#### 3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

#### 4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

#### 5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.



#### 6. **PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

#### 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

#### 8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. \*\*If applicable\*\* For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

	P/N	Product or Service Description	Functional Area	Unit Description	GSA Discount % from MSRP	LMTSS GSA Price	LMTSS Commercial Price
30		Two days of class room training for registrars: Training to be provided for up to 14 registrars at a mutually agreed time and location within the Washington, DC area	Service	Per Unit	10%	\$ 6,464.05	\$ 7,182.30

Note: Please note there are no prerequisites and classes are scheduled based on mutual agreement between the ordering agency and Lockheed Martin.

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

#### 9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

#### Not applicable



#### D. TERMS AND CONDITIONS - SPECIAL ITEM NUMBER 132-51

#### APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

#### 1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC 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/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is

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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 time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.



#### 13. **RESUMES**

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

#### 14. INCIDENTAL SUPPORT COSTS

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

#### **15. APPROVAL OF SUBCONTRACTS**

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

#### 16. DESCRIPTION OF IT/EC SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC Services 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/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

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

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science



## 17. HOURLY LABOR RATE CATEGORIES FOR IT PROFESSIONAL SERVICES (SIN 132-51)

Lockheed Martin Transportation & Security Solutions offers professional consulting services in support of physical security requirements in the labor categories described below. Minimum staffing qualifications and Engagement functions and responsibilities are specified.

#### PROGRAM MANAGER

- *Qualifications:* Twelve (12) years of experience performing tasks focused on the leadership and/or task management of information systems engineering or systems integration projects and at least ten (10) years of technical experience in a software engineering, Management information systems, and/or information security engineering capacity.
- *Functional Responsibility:* Responsible for the performance of programs, projects, or subsystems of major programs or projects. Directs all phases of programs/projects from inception through completion. Coordinates the preparation of project plans, milestones, and operating budgets. Acts as primary customer contact for program activity, leading program review sessions with customer to discuss cost, schedule and technical performance. Establishes design concepts, criteria and engineering efforts for product research, development integration and test. Establishes milestones and monitors adherence to master plans and schedules. Identifies program problems and obtain solutions. Directs the work of technical, analytical, architectural and administrative assignments to the project or program.
- *Education:* Masters Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.

#### Systems Architect

- *Qualifications:* Twelve (12) years of information management or integrated systems experience including a minimum of five (5) years of specialized experience in the Information/Network Security Systems field.
- *Functional Responsibility:* Provides assistance to enhance the alignment of information or hardware technology strategy with business strategy or threat assessment needs. Supports the definition and implementation of planning processes and systems for entire projects or programs including both strategic and operational activities. Assist in the development and implementation of effective performance measurement approaches. Evaluates expectations for and capabilities of the information management and/or security organizations and makes recommendations to improve service, also possess required specialized training with a specific software/ hardware tool set as applicable to specific projects or programs.
- *Education:* Masters Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.

#### **Information Security Specialist**

*Qualifications:* Ten (10) years of information management or integrated systems experience including a minimum of five (5) years of specialized experience in the Information/Network Security



Systems field.

	Functional Responsibility:	Develops establishes, and maintains enterprise wide information security policies, standards, and procedures. Analyzes and defines information security requirements. Develops system security architectures. Analyzes industry and government trends, laws, and standards and recommends methods, procedures, and products to meet information security requirements. Recommends best practices e-commerce security, security architecture options, testing, and threat and risk assessments. Researches and evaluates security concepts, tools, and techniques for incorporation into the environment. Assists in the testing of information security products to provide the best solution to protect and maintain data security. Develops and assists with further development of mechanisms for identifying and tracking security intrusions and violations. Performs analysis of security risks, threats, and vulnerabilities of networks, systems, and applications. Recommends strategies to prevent security exposures and detect intrusions. Assists with assessment of system penetrations using logs and reports from systems and monitoring tools.
E	Education:	Masters Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.
	<u>t Manager</u>	
Q	Qualifications:	Ten (10) years of experience performing tasks focused on the leadership and/or task management of information systems engineering or systems integration projects and at least five (5) years of technical experience in an software engineering, system engineering and/or information security engineering capacity.
	Functional Responsibility:	Manages the execution of single projects of simple to medium complexity. Holds overall responsibility for customer satisfaction, & schedule for a project as specified for Lockheed Martin Transportation and Security Solutions. Generally, completes his/her duties and responsibilities on customer premise and/or project.
E	Education:	Master Degree or equivalent (e.g. 8 years experience) in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.
Sr. DB	SA	
	Dualifications:	Seven (7) years of experience in the development and maintenance of database management systems-and database management systems design, system analysis, and development. Experience in current operating internals and database management systems. Experience in all phases of the software-development life cycle.
	Functional Responsibility:	Guide the development and management of database system development projects. Provide technical expertise and guidance in the logical and physical database design, development, transition, operation, and maintenance of database management systems. Conduct management studies and define data requirements. Evaluate the data processing techniques, database management, and management information system concepts and applications as they relate to customer information needs and goals. Define all required database administration policies, procedures, standards, and guidelines.
E	Education:	Masters Degree or equivalent in Business Administration, Computer Science, Engineering, Management Information Systems, or Mathematics.



#### Sr. Software Engineer

- *Qualifications:* Seven (7) years experience managing or performing software engineering activities, demonstrated experience working with programming languages in the design and implementation of large scale automated information systems using modern relational database management systems.
- *Functional* Design software tools and subsystems to support and manage software systems implementation. Manage software development and support using formal specifications, data flow diagrams, other accepted design techniques, and Computer Aided Software Engineering (CASE) tools. Estimate software development costs and schedules. Review existing programs and assist in making refinements, reducing operating time, and improving current development methods. Establish and manage software configuration.
- *Education:* Masters Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.

#### Sr. Systems Analyst

- *Qualifications:* Seven (7) years of experience, which includes: analysis and design of business applications on complex systems for large-scale computers, database management, and use of modern programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging computer programs. Ability to work complex application problems involving all phases of the systems development life cycle.
- *Functional Responsibility:* Provide technical direction for performing software development tasks and reviewing work products for correctness and adherence to the design concept and user standards. Coordinate with the project and/or program manager to ensure problem resolution and user satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepare milestone status reports and deliverables/presentations on the system concept to colleagues, subordinates, and end-user representatives.
- *Education:* Masters Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.

#### Sr. Systems Engineer

- *Qualifications:* Seven (7) years of mechanical engineering electrical engineering, civil engineering or information systems engineering experience or five (5) years of applicable systems engineering experience.
- *Functional Responsibility:* Integrates project/program-engineering efforts across disciplines including software and hardware. Derives program/project requirements through analysis of the client's needs documents such as (but not limited to) mission needs statements, objectives, security threat assessments, etc. Defines methodology, processes, and standards to be applied by the entire project team. Applies the applicable standards (statutory codes and industry standards) as needed. Is capable of leading project requirements analysis and/or requirements management activities on projects of simple or medium complexities.
- *Education:* Masters Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical

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Engineering Technology.

#### Software Engineer

- *Qualifications:* Four (4) years experience working with modern software languages in the design and implementation of automated information systems. Experience working with modern database management systems.
- *Functional* Design software tools and subsystems to support and manage software systems implementation. Manage software development and support using formal specifications, data flow diagrams, other accepted design techniques, and Computer Aided Software Engineering (CASE) tools. Estimate software development costs and schedules. Review existing programs and assist in making refinements, reducing operating time, and improving current development methods. Establish and manage software configuration.
- *Education:* Bachelors Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.

#### **Functional Business Analyst**

- *Qualifications:* Four (4) years of applicable experience in financial management and administrative activities such as budgeting, staffing, and resource planning, and financial reporting.
- Functional
  Supports High level financial, business, and economic processes and matters related to investment decisions analysis, business case development, cost-benefit/tradeoff analyses, cost analysis, risk analysis, software cost estimation, economic analysis, budget formulation and justification. Employs sophisticated modeling tools and techniques. Uses statistical / mathematical applications as well as decision science techniques. Researches and develops program performance measures and/or IT metrics to achieve strategic goals, and evaluates and tracks progress. Other duties may include performing general administrative tasks in functional areas such as Finance, Human Resources, or Purchasing. May prepare budgets, project schedules, and statistical reports as required. Represents organizational unit in administrative matters. Recommends, interprets, and implements company and internal administrative policies and procedures.
- *Education:* Bachelors Degree or equivalent Accounting, Business Administration, Computer Science, or Management Information Systems.

#### Tech Writer/Training Specialist

- *Qualifications:* Six (6) years experience in developing and providing technical and end-user training on computer hardware and application software.
- *Functional* Plans, develops, and coordinates in-house product training programs for support *Responsibility:* Personnel and customers. Obtains information needed to prepare in-house training programs; prepares training materials; develops course content; determines methodology; and coordinates the development of training aids. Conducts training sessions and develops criteria for evaluating effectiveness of training activities. May utilize trainers with technical expertise. Continuously revises lesson plans to meet new training requirements and to keep information up-to-date.

Other duties include but are not limited to preparing, disseminating, and ensuring orderly safeguard of technical documents. Provides technical editing by reviewing grammar,



writing styles, and syntax to produce quality materials. Supports rewrite to ensure quality deliverables and technical reports, develop training courses curriculum and materials, specify learning objectives and delivery methods, and conducts training classes.

*Education:* Bachelors Degree or equivalent in Business Administration, Computer Science, Engineering, Journalism, Literature, Management Information Systems, or Mathematics.

#### <u>DBA</u>

- *Qualifications:* Four (4) years experience in providing technical expertise and guidance in the definition, control, integrity, operations, and management of database management systems. Duties include, but are not limited to, evaluation and recommendation of products and services. Possesses detail understanding and training in applicable database administration practices and tools for the specific project and environment (e.g. MS Access<sup>TM</sup>, MS SQL Server<sup>TM</sup>, Oracle<sup>TM</sup>, etc).
- *Functional* Develop and test logical and physical database designs. Review logical and physical designs of existing databases and perform tuning, in coordination with the senior database engineer, to ensure maximum operating efficiency. Perform data analysis, database design, development activities, and implementation, as directed, for databases and database conversions. Perform database-restructuring activities. Work with users and information systems development staff to determine data storage and access requirements.
- *Education:* Bachelors Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.

#### Systems Analyst

*Qualifications:* Five (5) years of specialized experience in systems engineering including: knowledge of systems architectural design, the use of structured analysis, design methodologies, design tools and object oriented principles.

*Functional* Analyze and establish system-engineering requirements. Design architecture to include software/hardware and communications to support cross-functional requirements and system interfaces.

*Education:* Bachelors Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.

#### Systems Engineer

- *Qualifications:* Five (5) years of mechanical engineering electrical engineering, civil engineering or information systems engineering experience or three (3) years of applicable systems engineering experience.
- *Functional* Integrates project/program-engineering efforts across disciplines including software and *Responsibility:* hardware. Derives program/project requirements through analysis of the client's needs documents such as (but not limited to) mission needs statements, objectives, security threat assessments, etc. Defines methodology, processes, and standards to be applied by the entire project team. Applies the applicable standards (statutory codes and industry standards) as needed. Is capable of leading project requirements analysis and/or requirements management activities on projects of simple or medium complexities.



*Education:* Bachelors Degree or equivalent in Electrical Engineering, Mechanical Engineering, Computer Science, Management Information Systems, Systems Engineering or Electrical Engineering Technology.

#### **Technician**

- *Qualifications:* At least five (5) years experience performing the duties of a mechanical or electrical technician.
- *Functional* Install, repair and/or maintain systems and equipment as intended by the project design and engineering team under the direction of a systems engineer, systems analyst, or engineering task lead on projects of medium and high complexity.
- *Education:* Suitable training and/or experience as applicable to ensure the individual is fully versed and capable of executing his/her tasks within acceptable workmanship standards and conventions comparable to an A.A. degree.

<u>Note:</u> Four (4) years of general experience is considered equivalent to an Associate's Degree, eight (8) years of general experience is considered equivalent to a Bachelor's Degree, four (4) years of general experience + a Bachelor's Degree is equivalent to a Master's Degree, and four (4) years of general experience + a Master's Degree is equivalent to a Doctorate Degree.



#### 18. IT PROFESSIONAL SERVICES HOURLY BILLING RATES (SIN 132-51)

Lockheed Martin Transportation & Security Solutions offers to provide profession information technology consulting services in the labor categories described in the previous section at the following fiscal year hourly rates, within the 48 contiguous states, the District of Columbia, and Puerto Rico.

CLIN	Labor Category	Labor Code	Hourly Rate
1	Program Manager	1	\$151.70
2	Systems Architect	1	\$151.70
3	Information Security Specialist	2	\$133.02
4	Project Manager	2	\$133.02
5	Sr. DBA	3	\$122.93
6	Sr. Software Engineer	3	\$122.93
7	Sr. Systems Analyst	3	\$122.93
8	Sr. Systems Engineer	3	\$122.93
9	Software Engineer	3	\$122.93
10	Functional Business Analyst	3	\$122.93
11	Tech Writer/Training Specialist	3	\$122.93
12	DBA	4	\$108.54
13	Systems Analyst	4	\$108.54
14	Systems Engineer	4	\$108.54
15	Technician	5	\$101.13

January 16, 2006 to September 30, 2006



#### E. TERMS AND CONDITIONS - SPECIAL ITEM NUMBERS 132-60; 132-61; AND 132-62

#### APPLICABLE TO AUTHENTICATION PRODUCTS AND SERVICES

#### **General Background.**

Authentication Products and Services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of E-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

#### **Special Item Numbers.**

The General Services Administration has established the E-Authentication Initiative (see URL: <u>http://cio.gov/eauthentication</u>) to provide common infrastructure for the authentication of the public and internal federal users for logical access to Federal E-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal E-Authentication Initiative, GSA is establishing the following Special Item Numbers (SINs):

- <u>SIN 132-60: Access Certificates for Electronic Services (ACES) Program</u>. This program provides identity management and authentication services and ACES digital certificates for use primarily by external end users to access Federal Government electronic services and transactions in accordance with the X.509 Certificate Policy for the Federal ACES Program.
- <u>SIN 132-61: PKI Shared Service Providers (PKI SSP) Program.</u> This program provides PKI services and digital certificates for use by Federal employees and contractors to the Federal Government in accordance with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.
- <u>SIN 132-62: HSPD-12 Product and Service Components.</u> SIN 132-62 is established for products and services for agencies to implement the requirements of HSPD-12, FIPS-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are:

- PIV enrollment and registration services,
- PIV systems infrastructure,
- PIV card management and production services,
- PIV card finalization services,
- Physical access control products and services,
- Logical access control products and services,
- PIV system integration services, and
- Approved FIPS 201-Compliant products and services.

#### **Qualification Information.**

All of the products and services for the SINs listed above must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: http://:www.idmanagement.gov.

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In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and products against conformance requirements contained in FIPS 201. GSA has established the FIPS 201Evaluation Program to evaluate other products needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through SIN 132-62 under the category "Approved FIPS 201-Compliant Products and services.

#### **Qualification Requirements.**

Offerors proposing products and services under Special Item Numbers (SINs) 132-60, 132-61 and 132-62 are required to provide the following:

1. Proposed items must be determined to be compliant with Federal requirements for that Special Item Number. Qualification Requirements and procedures for the evaluation of products and services are posted at the URL: http://www.idmanagement.gov. GSA will follow these procedures in qualifying offeror's products and services against the Qualification Requirements for applicable to SIN. Offerors are encouraged to submit a proposal under the Multiple Award Schedule (MAS) Information Technology (IT) solicitation at the same time they submits products and services to be qualified. Award for SINs132-60, 132-61 and 132-62 will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).

2. After award, Contractor agrees that certified products and services will not be offered under any other SIN on any GSA Multiple Award Schedule.

3. a. If the Contractor changes the products or services previously qualified, GSA may require the contractor to resubmit the products or services for re-qualification.

b. If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the products and services for re-qualification.



#### **Demonstrating Conformance.**

The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes:

1. for Access Certificates for Electronic Services (ACES) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: <u>http://www.idmanagement.gov;</u>

2. for HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: <u>http://www.idmanagement.gov;</u>

3. for FIPS 201 compliant products and services qualification and approval procedures: <u>http://www.csrc.nist.gov/piv-project/ and http://www.smart.gov</u>.

#### Acquisition Program Management Office (APMO).

GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the E-Authentication Qualification process.

1. The Acquisition Program Management Office point-of-contact for Access Certificates for Electronic Services (ACES – SIN 132-60) and PKI Shared Service Providers (PKI SSP – SIN 132-61) is:

Stephen P. Duncan Program Manager E-Authentication Program Management Office 2011 Crystal Drive, Suite 911 Arlington, VA 22202 <u>stephen.duncan@gsa.gov</u> 703.872.8537

2. The Acquisition Program Management Office point-of-contact for HSPD-12 Product and Service Components is:

Mike Brooks Director, Center for Smartcard Solutions Office of Center for Smartcard Solutions 1800 F Street, N.W., Room 5010 Washington, D.C. 20405 202.501.2765 (telephone) 202.208.3133 (fax)

#### 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

LOCKHEED MARTIN

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.

# LOCKHEED MARTIN

# 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 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 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.

# 13. DESCRIPTION OF AUTHENTICATION PRODUCTS, SERVICES AND PRICING

a. The Contractor shall provide a description of each type of Authentication Product and Service offered under Special Item Numbers 132-60, 132-61 and/or 132-62. Authentication Products and Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. For services, 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 Authentication Products and Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

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

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems

LOCKHEED MARTIN

analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, and conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

c. For Special Item Number 132-62, HSPD-12 Product and Service Components:

- i. Bundled equipment pricing is requested for the following product components:
  - enrollment and registration products,
  - PIV card management and production products,
  - PIV card activation and
  - finalization products.

ii. Seat pricing is requested for the following service components offered as managed services:

- enrollment and registration services,
- PIV card management and production services,
- PIV card activation and
- finalization services.

iii. Bundled equipment categories, managed service categories and the requirements for bundled equipment and managed service Qualification Requirements are presented at the website: <u>http://www.idmanagement.gov</u>.

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# 14. HOURLY LABOR RATE CATEGORIES FOR HSPD-12 SERVICES (SINS 132-62)

Lockheed Martin Transportation & Security Solutions offers professional consulting services in support of physical security requirements in the labor categories described below. Minimum staffing qualifications and Engagement functions and responsibilities are specified.

# Subject Matter Expert (SME)

- *Qualifications:* Experience qualifications will be determined on a case-by-case basis. This requires sixteen (16) years of general experience in information management systems planning, designing, implementing, testing, documenting, and training, including twelve (12) years of specialized experience providing state-of-the-art solutions in information management systems technology [or, if the particular area of expertise is new state-of-the-art technology, the specialized experience may be less than ten (10) years and more consistent with the age of the business practice and/or technology. The subject matter expert must be a well-recognized expert in the technology being addressed.
- *Functional* Perform as a subject matter expert in highly specialized subject areas such as human *Responsibility:* factors engineering, security, credentialing, surveillance, logistics, personnel, training, patents and trademarks, financial systems, and business process reengineering etc. Provide highly technical and/or specialized guidance concerning automation solutions to complex information processing problems related to the subject matter field. Perform analyses and studies, prepare reports, and give presentations.
- *Education:* Appropriate degree from an accredited college, specialized training and/or experience commensurate with assignment.

#### <u>Senior Program Manager</u>

- *Qualifications:* Experience qualifications will be determined on a case-by-case basis. This requires sixteen (16) years of general experience in business improvement subject areas, including twelve (12) years of specialized experience providing change management, strategic and business planning, statistical process control, development of leadership/management skills, organizational design, benchmarking, survey analysis, training development, performance measurement, customer analysis, simulation methods and methodology, information management and security, information technology, process modeling and analysis, performance measurement, and/or Business Process Reengineering (BPR) methodologies. The specialized experience may be less than ten (10) years and more consistent with the age of the business practice and/or technology. The advisor must be a well-recognized authority or expert in the subject areas being addressed. Consultant must have experienced with integrating total solutions for large scale and complex management consulting and business reengineering projects.
- *Functional* The primary point of contact for the customer and management contracting *Responsibility:* representatives. Responsible for establishing and implementing work standards and processes, delegating contractor/subcontractor assignments, supervising contractor personnel and communicating policies, purposes, and goals to subordinates, and overall surveillance and operational success of assigned tasks. Responsible for overall contract performance.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.



#### Program Manager

- *Qualifications:* Twelve (12) years of experience performing tasks focused on the leadership and/or task management of information systems engineering or systems integration projects and at least ten (10) years of technical experience in a software engineering, system engineering, management information systems, and/or information security engineering capacity.
- *Functional* Responsible for all aspects of project performance including technical, contractual, *Responsibility:* administrative, and financial. Manage and supervise personnel involved in all areas of project activity. Organize and assign responsibilities to subordinates, and oversee the successful completion of all assigned tasks.

*Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.

#### Principal Systems Engineer

- *Qualifications:* Twelve (12) years of information management or integrated systems experience including a minimum of five (5) years of specialized experience in the Information/Network Security Systems field.
- *Functional* Establish system information requirements using analysis of information engineering *Responsibility:* requirements to support development of cross-functional or large-scale information systems. Design system architectures to include the software, hardware, and communications to support the total requirements and provide for present and future cross-functional requirements, and interfaces. Ensure systems are compatible and in compliance with the standards for open systems architectures. Evaluate, analytically and systematically, problems of work flows, organization, and planning and develop appropriate corrective actions, process changes, and alternative work patterns.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.

#### <u>Senior Systems Engineer</u>

- *Oualifications:* Seven (7) years of mechanical engineering, electrical engineering, civil engineering, computer science, database management systems or information systems engineering experience or five (5) years of applicable systems or software engineering experience. **Functional** Establish system information requirements using analysis of information engineering results to support the development of cross-functional or large-scale automated *Responsibility:* information systems. Design system architectures to include the software, hardware, specialty engineering (e.g. logistics and Reliability, Maintainability & Availability) and communications to support the total requirements and provide for present and future cross-functional requirements and interfaces. Plan project coordination, management, and engineering activities. Provide comprehensive definition of all aspects of system development from analysis of mission needs to verification of system performance. Perform evaluation of system alternatives and assessment of risks and costs. Appropriate degree from an accredited college, with experience and specialized Education:
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.



#### Systems Engineer

Qualifications:	Five (5) years of mechanical engineering, electrical engineering, civil engineering,
	computer science, database management systems or information systems engineering
	experience or three (3) years of applicable systems or software engineering experience.
Functional	Analyze and establish system engineering requirements. Design architecture to include
Responsibility:	software/hardware and communications to support cross-functional requirements and
	system interfaces.
Education:	Appropriate degree from an accredited college, with experience and specialized
	training commensurate with assignment.

#### Senior Functional Analyst

*Qualifications:* Eight (8) years of applicable experience in financial management and administrative activities such as budgeting, staffing, and resource planning, and financial reporting.

- *Functional* Analyze user needs to determine functional and cross-functional system requirements. *Responsibility:* Perform functional allocation to identify required functional tasks and their interrelationships. Perform complex analytical studies for life-cycle cost estimates, cost/benefits analyses, economic analyses, trade studies, feasibility analysis and/or financial analyses relating to program or project alternatives. Select and develop analysis methods. Coordinate analyses with appropriate organizations. Review and justify analyses and techniques employed. Review existing techniques and procedures for effective operation. Work with supervisory personnel to obtain, discuss, and/or present data pertaining to the assigned tasks. Support development of acquisition strategies, funding plans, statements of work, and project management schedules.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.

#### **Functional Analyst**

*Qualifications:* Four (4) years of applicable experience in financial management and administrative activities such as budgeting, staffing, and resource planning, and financial reporting.

*Functional* Apply process reengineering methodologies and principles in executing process improvement projects. Develop functional area process and data models for use in designing and building integrated database software and database management systems.

*Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.

#### Administrative Specialist / Credentialing Trusted Agent

*Qualifications:* Four (4) years of work experience and a high school diploma. Successfully completed the required National Agency Check with Written Inquiries (NACI) check and received their PIV cards.

*Functional* Provide administrative and general office support to program/project manager. Prepare *Responsibility:* special reports under general guidance, coordinate special projects/actions and programs, and respond to routine and non-routine inquiries using standard formats. Provide word processing support using ADP office machines, and a variety of software packages to produce standard and nonstandard documents. Advise writers and researchers in matters of style, syntax, and usage to improve the general quality and effectiveness of communications. Exercise quality control over documents intended for external distribution.

*Education:* High School diploma or equivalent combined experience/ education.



#### Help Desk Services

*Qualifications:* Six (6) years of professional experience; or 4 years of professional experience with a related Masters degree

- *Functional* This service category offers clients the full range of computer technical support *Responsibility:* services from a centralized help desk via toll-free telephone access. Clients can select up to 24 x 7 coverage for their full range of desktop computer support needs, from routine how-to questions to complete diagnostics and resolution of multi-symptom, multi-vendor workstation problems. The help desk tracks all service calls and resolutions via an electronic trouble-ticket tracking system. The help desk also maintains a client-specific knowledge base to provide issue reporting and trend analysis. Help desk services are available on a per call and per desktop pricing basis.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.

#### Call Processing Representative

*Qualifications:* Three (3) years of professional experience; or 1 year of professional experience with a related Bachelors degree.

- *Functional* Resolves technical problems in a call center/help desk environment. Uses expertise in customer service and technical knowledge to resolve issues surrounding installation, usage, and training on software and/or hardware products.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.

#### **Quality Assurance Specialist**

*Qualifications:* Five (5) years of professional experience; or 3 years of professional experience with a related Masters degree.

- *Functional* Execute the QA/QC process by reviewing work products for correctness, and adherence *Responsibility:* to the design concept and standards, and reviewing program documentation to ensure adherence to standards and requirements. Coordinate with the project manager and/or QA manager to ensure problem resolution and user satisfaction. This functional role will only be utilized in lieu of Government's QA witness and upon the Government's request.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.



#### **Quality Assurance Manager**

- Qualifications: Ten (10) years of professional experience; or 8 years of professional experience with a related Masters degree.
- *Functional* Develop, modify, apply, and maintain standards for quality operating methods and *Responsibility:* Provide coordination and guidance in preparing engineering-level technical appraisals of programming systems and numerical and computing techniques, and in integrating computers into the overall functions of scientific computation and data acquisition, transmission, and processing. Ensure that corrective measures meet acceptable reliability standards. Develop overall operating criteria to ensure implementation of the software quality program according to project and contract requirements. Ensure that project control documentation complies with the contract. Review software design, change specifications, and related plans against contractual requirements. Perform or direct verification of software requirement allocations, traceability, and testability. This functional role will only be utilized in lieu of Government's QA witness and upon the Government's request.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.

#### **Configuration Management Specialist**

*Qualifications:* Five (5) years or more of technical experience with additional specialized training in specific aspects of job functions and/or demonstrated ability to perform assigned tasks.

- *Functional* Maintains, releases, and tracks engineering/production documents in paper and/or electronic *Responsibility:* form, ensuring that engineering orders reflect latest engineering requirements. Compiles release packages, verifying all documents are present including necessary approvals and dates; notifies appropriate personnel of any new or updated data and distributes copies of release packages as required; maintains audit trail on print packages, ensuring current configuration contains the latest engineering revision.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.

#### Training Specialist

*Qualifications:* Ten (10) years of professional experience; or 8 years of professional experience with a related Masters degree.

- *Functional* Conduct the research necessary to develop and revise training courses. Develop and revise *Responsibility:* these courses and prepare appropriate training materials and catalogs. Prepare instructor materials (course outlines, background materials, and training aids). Prepare student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Train personnel by conducting formal classroom courses, workshops, and seminars. This functional role will only be utilized for in-person or Computer Based Training (CBT) security related requirements with regards to SIN 132-62 and SIN 132-61.
- *Education:* Appropriate degree from an accredited college, with experience and specialized training commensurate with assignment.



#### 15. HSPD-12 PROFESSIONAL SERVICES HOURLY BILLING RATES (SIN 132-62)

Lockheed Martin Transportation & Security Solutions offers to provide profession information technology consulting services in the labor categories described in the previous section at the following fiscal year hourly rates, within the 48 contiguous states, the District of Columbia, and Puerto Rico.

		Labor	Hourly
CLIN	Labor Category	Code	Rate
LMPSA01	Subject Matter Expert (SME)	0	\$249.38
LMPSP01	Senior Program Manager	0	\$209.48
LMPSP02	Program Manager	1	\$181.78
LMPSA02	Principal Systems Engineer	1	\$181.78
LMPSE01	Senior Systems Engineer	2	\$164.58
LMPSE02	Systems Engineer	3	\$149.75
LMPSF01	Senior Functional Analyst	2	\$164.58
LMPSF02	Functional Business Analyst – Note 1	3	\$149.75
LMPSG01	Administrative Specialist / Credentialing Trusted Agent	5	\$131.37
LMPSR01	Help Desk Services	3	\$149.75
LMPSR02	Call Processing Representative	4	\$137.68
LMPSQ01	Quality Assurance Specialist – Note 1	3	\$149.75
LMPSQ01	Quality Assurance Manager – Note 1	2	\$164.58
LMPSC02	Configuration Management Specialist – Note 1	3	\$149.75
LMPSA01	Training Specialist	2	\$164.58

#### August 3, 2006 to September 30, 2006

(The accompanying notes are an integral part of this GSA Schedule 70 contract)

#### Footnotes

1) The non-technical labor categories are supporting roles to the technical effort. These categories cannot be procured separately or as standalone effort.

2) Administrative Support Specialist and Credentialing Trusted Agent are Service Contract Act covered employees that may not perform personal services for government customers or be separately purchased apart from IT staffers.



# 16. HSPD-12 PRODUCT AND COMPONENT PRICING (SIN 132-62)

Pricing Type	Vendor	P/N	Product or Service Description		GSA Certification Approver	LMTSS GSA Price
			SIN 132-62 Enrollment and Registration Products			
	Lockheed Martin	309R660-1	Standard Configuration Enrollment Station BioUnique® Enrollment Mobile (Laptop Version): Includes software and laptop workstation, flat fingerprint scanner, document scanner, license/passport scanner, and smartcard reader and two LCD monitors, and user manual. Includes one year maintenance.	Enrollment	Per Unit	\$ 33,410.65
	Lockheed Martin	309R662-1	Enrollment Station (Mobile Version): Includes software, laptop workstation, flat fingerprint scanner, document scanner, license/passport scanner, and smartcard reader and two LCD monitors, user manual and cases.	Enrollment	Per Unit	\$ 31,699.00
ent	Lockheed Martin	309R681-1	BioUnique® Enrollment Desktop V.2 (Cart Version) - Desktop Enrollment Station Includes software, desktop workstation, flat fingerprint scanner, document scanner, license/passport scanner, and smartcard reader and two LCD monitors, user manual and cart.	Enrollment	Per Unit	\$ 40,097.60
Equipment	Lockheed Martin	309R661-1	One year Maintenance for Purchased Enrollment Station: To include upgrades to hardware and software elements, as required.	Enrollment	Per Unit	\$ 6,323.50
Bundled	Lockheed Martin	309R666-1	<b>PIV Card Activation Station (Standard Configuration Components):</b> Includes software with a USB integrated fingerprint/smartcard reader. To be added to a customer supplied, Internet connected workstation with an available USB port.	Enrollment	Per Unit	\$ 3,644.10
	Lockheed Martin	309R667-1	One year Maintenance for Purchased Standard Configuration Smart Card Activation Station: Includes upgrades to hardward and software elements as required.	Enrollment	Per Unit	\$ 1,967.35
	Lockheed Martin	309R682-1	<b>Desktop Card Issuance Station (Standard Configuration Components):</b> Includes software, desktop workstation, monitor, and mouse with a USB integrated fingerprint/smartcard reader.	Enrollment	Per Unit	\$ 14,046.35
	Lockheed Martin	309R683-1	Portable Card Issuance Station (Standard Configuration Components): Includes software and laptop workstation with a USB integrated fingerprint/smartcard reader.	Enrollment	Per Unit	\$ 17,514.40

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Pricing Type	Vendor	P/N	Product or Service Description	Functional Area	GSA Certification Approver			
Seat or Transaction Pricing	Itoms list	ed under th	SIN 132-62 PIV Card Management and Production Produ nis SIN 132-62 PIV Card Management and Production Products heading, technica		ar the catego	ry of System		
	Infrastructure Products as described on the www.idmanagement.gov website.							
	Lockheed Martin	309R659-1	<b>ChoiceID<sup>™</sup> Managed Service Enrollment Seat Price Enrollment Services:</b> Lockheed Martin provides enrollment services adequate to support timely enrollment of all customer personnel on a mutually agreed upon timetable and location. Includes operations staff, equipment, and communications to support the Card Management and Identity Management functions. Services will enforce the requirements of FIPS 201. Helpdesk support is included to assist Information Technology and Security personnel. Helpdesk will be available during the hours of enrollment. Activation and Finalization Services will be provided as mutually agreed upon the card during finalization. Finalization services will be provided as mutually agreed with customer. Card Management System and PKI certificates are not included in this service, but are inlcuded in the monthly maintenance service.	Managed Service	Per Seat	\$ 42.00		
	Lockheed Martin	309R664-1	<b>FIPS 201-1 Contact/Contactless plus 125 MHz proximity Coil Certified Smart Card:</b> Must be purchased in conjunction with the ChoiceID <sup>™</sup> Enrollment Service. Price is additive to Enrollment Seat Price.	Enrollment	Per Seat	\$ 9.55		
	Lockheed Martin	309R659-2	ChoiceID <sup>™</sup> Managed Service Monthly Maintenance Service: Managed Service Sustainment/Support ensures card function is active, licenses are current, data is maintained and secure. Card Management System, Identity Management System maintenance and PKI certificates are included in this service.	Managed Service	Per Seat	\$ 2.75		
	Lockheed Martin	309R685-1	Uniqueness Verification Service: Provides for 1:n impersonation checks of identities within GSA's HSPD-12 SSP II service for users not participating in the GSA HSPD-12 SSP II service. This service is included at no additonal cost for customers of the Lockheed Martin ChoiceID <sup>TM</sup> Managed Service. Others may use this service on a per transaction basis. Minimum quantity of 100.000 transactions required. Requires 120-day lead time.	Managed Service	Per Transaction	\$ 9.96		
Se	Lockheed Martin	309R663-1	Replacement of FIPS 201-1 Contact/Contactless Certified Smart Card: Replacement of a lost or damaged card includes re-enrollment of the card applicant at a mutually agreed upon time and location.	Managed Service	Per Seat	\$ 42.00		
	Lockheed Martin	309R665-1	Replacement of FIPS 201-1 Contact/Contactless plus 125 MHz proximity Coil Certified Certified Smart Card: Replacement of a lost or damaged card includes re-enrollment of the card applicant at a mutually agreed upon time and location.	Managed Service	Per Seat	\$ 51.55		
	Lockheed Martin	309R678-1	Enrollment transaction not associated with shared service IDMS: - Enrollment Services to collect the necessary enrollment data package information at a mutually agreed upon time and location and to transmit that enrollment data package to an IDMS (other than the Lockheed Martin ChoiceID <sup>TM</sup> shared service offering) utilizing a Lockheed Martin defined interface. Minimum quantity buy is 100,000.	Enrollment	Per Seat	\$ 38.50		
	Lockheed Martin	309R668-1	Configured PIV Test cards - Contact/contactless PIV smart card containing test certificates	Managed Service	Per Unit	\$ 71.00		
	Lockheed Martin	309R669-1	Configured PIV Test cards with 125 MHz proximity Coil - Contact/contactless PIV smart card with 125 MHz proximity coil containing test certificates	Managed Service	Per Unit	\$ 80.55		

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Pricing Type	Vendor	P/N	Product or Service Description		GSA Certification Approver	LMTSS GSA Price	
			SIN 132-62 PIV Card Management and Production Produ	ucts			
Other Services	Items list	Items listed under this SIN 132-62 PIV Card Management and Production Products heading, technically fall under the category of System Infrastructure Products as described on the www.idmanagement.gov website.					
	Lockheed Martin	309R673-1	Integration with PKI providers other than shared service PKI Provider: Provides for interface definition and implementation with another PKI source supported by the CMS.	Service	Per Unit	\$ 105,928.00	
	Lockheed Martin	309R674-1	Agency Specific Adhoc Report: Provides for the definition and implemention of a customer specific report format utilizing information and tools already present within the ChoiceID <sup>™</sup> Managed Service.	Service	Per Unit	\$ 40,845.00	

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Pricing Type	Vendor	P/N	Product Description Reseller Unit Description		Price		
	,		es not include integration services as part of the line ite				5
			SIN 132-62 Enrollment and Registrat	ion Products	5		
	ldentity Stronghold	309R670-1	<b>Electromagnetically opaque card sleeve</b> -Sleeve to protect against any unauthorized contactless access to information stored on a PIV credential. Minimum buy quantity is 50.	Lockheed Martin	Per Unit	\$	3.20
S	ldentity Stronghold	1309R686-1 Isleeve It provides a barrier to invasive or unwa		Lockheed Martin	Per Unit	\$	5.25
Components	Oberthur	309R679-1	Card Stock (Local Issuance) - Blank card stock ready for local printing	Lockheed Martin	Per Unit	\$	14.10
odu	Oberthur	309R684-1	Tri-Interface Card Stock - Local issuance card stock - Blank card stock ready for local printing.	Lockheed Martin	Per Unit	\$	19.55
Cor	Oberthur	309R671-1	Additional card surface templates - FIPS 201 compliant visual card topography	Lockheed Martin	Per Unit	\$	2,810.45
	Oberthur	309R672-1	Additional card overlay - Overlay to provide for holographic features laminated onto Lockheed Martin supplied smart card.	Lockheed Martin	Per Overlay	\$	47,500.00
	Oberthur	309R676-1	Shipping an individual credential via two day mail to a mailing address provided at sponsorship.	Lockheed Martin	Per Unit	\$	25.30
	Oberthur	309R677-1	Shipping an individual credential via overnight mail to the mailing address provided at sponsorship.	Lockheed Martin	Per Unit	\$	28.75
	Oberthur	309R680-1	Custom Card Electrical Configuration - Custom smart card electronic configuration	Lockheed Martin	Per Unit	\$	25,293.95



# F. LIST OF PRODUCTS AND SERVICES DISTRIBUTION POINTS.

Products and services offered are to provide Federal Agencies with the requisite expertise to plan, design, implement, maintain, and document enterprise-wide information technology solutions vital to their organizational success. Lockheed best practices for integrating information technology solutions encompasses all competencies cited in the Information Technology Management and Reform Act (Clinger-Cohen) and identified by the CIO Council. All engagements conducted under this contract will be managed centrally from Lockheed Martin Transportation & Security Solutions in Rockville, Maryland. Individual engagements will be staffed by the Lockheed facility servicing the location of the requesting Federal Agency. Lockheed has facilities nationwide to service the 48 contiguous states and the District of Columbia.



# G. USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

#### PREAMBLE

Lockheed Martin Transportation & Security Solutions provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

#### COMMITMENT

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small 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 Federal Government contracts. To accelerate potential opportunities please contact:

Raymond Anglin Small Business Liaison Officer Lockheed Martin Transportation & Security Solutions 9231 Corporate Boulevard, M/S: 861/4A20 Phone (301) 640-4275 Fax (301) 640-2054 E-mail: Raymond.anglin@lmco.com Lockheed Martin Corporation 9221 Corporate Boulevard, Rockville, MD 20850 Telephone (301) 640-3414



# H. BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

Agency

Date

Contractor

Date



BPA NUMBER\_\_\_

# I. BLANKET PURCHASE AGREEMENT (Customer Name)

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 Agency):

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

	MOD	EL NUMBER/PART NUMBER		*SPECIAL BPA DISCOUNT/PRICE	
(2)	Deliv	ery: TINATION		DELIVERY SCHEDULES / DATES	
(3) will be	The C	Government estimates, but does not	guarantee, th	at the volume of purchases through this	agreement
(4)	This l	BPA does not obligate any funds.			
(5)	This l	3PA expires on	or at the e	nd of the contract period, whichever is ea	arlier.
(6)	The f	ollowing office(s) is hereby author	ized to place	orders under this BPA:	
	OFFI	CE		POINT OF CONTACT	
(7)		rs will be placed against this BPA v		Data Interchange (EDI), FAX, or paper.	
(8) slips tha		s otherwise agreed to, all deliverie contain the following information		BPA must be accompanied by delivery tic n:	kets or sales
	(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.



\*\*Include the following language regarding Contractor Team Arrangements in the proposed FSS IT Schedule Pricelist.\*\*

### J. BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.