

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE

**Special Item No. OLM
Order-Level Materials (OLM)**

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Order-Level Materials Supplies and/or Services

Note that Order-Level Materials SIN is not limited to the NAICS/PSC selected in this solicitation.

**Special Item No. 33411
Purchasing of New Electronic Equipment**

FSC Class 5810 - Communications Security Equipment and Components

- Communications Security Equipment

FSC Class 5895 - Miscellaneous Communications Equipment

- Miscellaneous Communications Equipment

FSC Class 5935 – Connectors, Electrical

FSC Class 5963 – Electronic Modules

FSC Class 5995 - Cable, Cord, and Wire Assemblies: Communications Equipment

- Communications Equipment Cables

FSC Class 6020 – Fiber Optic Cable Assemblies and Harnesses

- Fiber Optic Cable Assemblies and Harnesses

FSC Class 6030 - Fiber Optic Devices

FSC/PSC Class 7010 ADPE System Configuration

- End User Computers/Desktop Computers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Professional Workstations

FSC Class 7025 - Input/Output and Storage Devices

- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens

- Network Equipment
- Other Communications Equipment
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC/PSC Class 7050 ADP Components

- ADP Boards

Special Item No. 811212

Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

FSC/PSC Class J058 Maint/Repair/Rebuild of Equipment Communication, Detection, and Coherent Radiation Equipment

- Maintenance
- Repair Parts/Spare Parts
- Repair Service
- Third Party Maintenance

FSC/PSC Class J070 Maint/Repair/Rebuild of Equipment- ADP Equipment/Software/Supplies/Support Equipment

- Maintenance
- Repair Parts/Spare Parts
- Repair Service
- Third Party Maintenance
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

Special Item No. 511210

Software Licenses

FSC/PSC Class 7030 ADP Software

- Application Software
- Communications Software
- Large Scale Computers
- Microcomputers
- Utility Software

Special Item No. 54151

Software Maintenance Services

FSC/PSC Class J070 Maint/Repair/Rebuild of Equipment- ADP Equipment/Software/Supplies/Support Equipment

- Maintenance of Software

Special Item No. 611420

Information Technology Training

FSC/PSC Class U012 Education/Training- Information Technology/Telecommunications Training

- Training Courses for Information Technology Equipment and Software

Special Item No. 54151S
Information Technology Professional Services

FSC/PSC Class D301	IT And Telecom- Facility Operation and Maintenance
FSC/PSC Class D302	IT And Telecom- Systems Development
FSC/PSC Class D306	IT And Telecom- Systems Analysis
FSC/PSC Class D307	IT And Telecom- IT Strategy and Architecture
FSC/PSC Class D308	IT And Telecom- Programming
FSC/PSC Class D310	IT And Telecom- Cyber Security and Data Backup
FSC/PSC Class D311	IT And Telecom- Data Conversion
FSC/PSC Class D313	IT And Telecom- Computer Aided Design/Computer Aided Manufacturing (CAD/CAM)
FSC/PSC Class D316	IT And Telecom- Telecommunications Network Management
FSC/PSC Class D317	IT And Telecom- Web-Based Subscription
FSC/PSC Class D399	IT And Telecom- Other IT and Telecommunications

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

Note 2: Offerors and Agencies are advised that SIN 54151S is not to be used as a means to procure services which properly fall under the Brooks Act. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

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

The Service Contract Act (SCA) is applicable to this contract as it applies to the entire Schedule and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If the contractor adds SCA labor categories / employees to the contract through the modification process, the contractor must establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable wage determination number. Failure to do so may result in cancellation of the contract.



GSA Contract No. GS-35F-0169W

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

*Period Covered by Contract: December 18, 2009 through December 17, 2024
Pricing current through Modification PS-A812, dated February 14, 2020*

Supplement No. 2020_3

Objective Interface Systems, Inc.
220 Spring Street, Suite 530
Herndon, VA 20170-6201
Voice: 703-295-6500
Fax: 703-295-6501
web: www.ois.com
email: gsa.orders@ois.com
Small Business

Prices Shown Herein are Net (discounts deducted)



TABLE OF CONTENTS

GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE Authorized Federal Supply Schedule Price List.....1
Table of Contents5
Customer Information8
1a. Table of awarded Special Item Numbers 8
1b. Lowest Priced Model Number and Lowest unit price for that model for each special item number 8
1c. Description of corresponding commercial job titles, experience, functional responsibility and education 8
2. Maximum Order 8
3. Minimum Order 8
4. Geographic Scope of Contract 8
5. Point(s) of production (city, county, and State or foreign country) 8
6. Discounts: 8
7. Quantity Discounts 8
8. Prompt Payment Terms 9
9a. Government purchase cards 9
9b. Government purchase cards 9
10. Foreign Items 9
11a. Delivery Schedule 9
11b. Expedited Delivery 10
11c. Overnight and 2-day delivery 10
11d. Urgent Requirements 10
12. FOB Point 10
13a. Ordering Address 10
13b. Ordering procedures 10
14. Contractor’s Ordering Payment Address 10
15. Warranty 10
16. Export packing charges 10
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level) 10
18. Terms and conditions of rental, maintenance, and repair 10
19. Terms and conditions of installation 10
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices 10
20a. Terms and conditions for any other services 10
21. List of service and distribution points 11
22. List of participating dealers 11
23. Preventive maintenance 11
24a. Special attributes such as environmental attributes 11
24b. Section 508 Compliance 11



25. Data Universal Number System (DUNS) number 11

26. Notification regarding registration in System for Award Management (SAM) database: 11

Terms and Conditions Applicable to Purchasing of New Electronic Equipment (Special Item Number 33411)12

1. Material and Workmanship 12

2. Order 12

3. Transportation of Equipment 12

4. Installation and Technical Services 12

5. Inspection/Acceptance 12

6. Warranty 13

7. Responsibilities of the Contractor 13

8. Trade-in of Information Technology Equipment 13

Terms and Conditions Applicable to Maintenance of Equipment, Repair Services and/or Repair/Spare Parts (Special Item Number 811212)14

1. Service Areas 14

2. Maintenance Order 14

3. Repair Service and Repair parts/Spare Parts Orders 15

4. Loss or Damage 16

5. Scope 16

6. Responsibilities of the Ordering Activity 16

7. Responsibilities of the Contractor 16

8. Maintenance Rate Provisions 16

9. Repair Service Rate Provisions 17

10. Repair Parts/Spare Parts Rate Provisions 18

11. Guarantee/Warranty Repair Service and Repair Parts/Spare Parts 18

12. Invoices and Payments 19

Terms and Conditions Applicable to Software Licenses (Special Item Number 511210), and Software Maintenance Services (Special Item Number 54151)20

1. Inspection/Acceptance 20

2. Enterprise User License Agreements Requirements (EULA) 20

3. Guarantee/Warranty 20

4. Technical Services 20

5. Software Maintenance 20

6. Periods of Term Licenses (SIN 511210) and Maintenance (SIN 54151) 21

7. Conversion from Term License to Perpetual License 21

8. Term License Cessation 21

9. Utilization Limitations - (SIN 511210 and SIN 54151) 22

10. Software Conversions - (SIN 511210) 22

11. Descriptions and Equipment Compatibility 22

12. Right-to-Copy Pricing 23

Terms and Conditions Applicable to Purchase of Information Technology Training Courses (Special Item Number 611420)	24
1. Scope	24
2. Order	24
3. Time of Delivery	24
4. Cancellation and Rescheduling	24
5. Follow-Up Support	24
6. Price for Training	24
7. Invoices and Payment	24
8. Format and Content of Training	25
9. "No Charge" Training	25
Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 54151S) ...	26
1. Scope	26
2. Performance Incentives I-FSS-60 Performance Incentives (April 2000)	26
3. Order	26
4. Performance Of Services	26
5. Stop-Work Order (FAR 52.242-15) (Aug 1989)	26
6. Inspection of Services	27
7. Responsibilities of the Contractor	27
8. Responsibilities of the Ordering Activity	27
9. Independent Contractor	27
10. Organizational Conflicts of Interest	27
11. Invoices	28
12. Payments	28
13. Resumes	28
14. Incidental Support Costs	28
15. Approval of Subcontracts	28
16. Description of IT Professional Services and Pricing	28
SIN 33411 Prices	30
SIN 811212 Prices	32
SIN 611420 Prices	34
OIS Professional IT Services Position Descriptions for SIN 54151S	35
SIN 54151S GSA Labor Rates	40
OIS Black Channel® Government End-User License Agreement ("GEULA")	41
OIS Personal-Use Developer License Agreement	42



CUSTOMER INFORMATION

1A. TABLE OF AWARDED SPECIAL ITEM NUMBERS

Special item No. OLM	Order-Level Materials (OLM)
Special Item No. 33411	Purchasing of New Electronic Equipment (see attached descriptions and prices)
Special Item No. 811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts (see attached descriptions and prices)
Special Item No. 511210	Software Licenses (see attached descriptions and prices)
Special Item No. 54151	Software Maintenance Services (see attached descriptions and prices)
Special Item No. 611420	Information Technology Training (see attached descriptions and prices)
Special Item No. 54151S	Information Technology Professional Services (see attached descriptions and prices)

1B. LOWEST PRICED MODEL NUMBER AND LOWEST UNIT PRICE FOR THAT MODEL FOR EACH SPECIAL ITEM NUMBER

SIN	Model Number	Unit Price
OLM	N/A	N/A
33411	SFP-Optical-1000Mb	\$84.00
811212	BCSMP-SWC-CHMS01-1YR	\$96.00
511210	OERT	\$ 12,000.00
54151	M-OERT	\$ 2,400.00
611420	TR-BC-AUTHWS-1S2DY	\$ 2,400.00
54151S	Logistician	\$120.21

1C. DESCRIPTION OF CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION

See attached listing.

2. MAXIMUM ORDER

The Maximum Order for all Special Item Numbers (SINs) is \$500,000, except that the Maximum Order for SIN OLM is \$100,000.

3. MINIMUM ORDER

The Minimum Order for all Special Item Numbers (SINs) is \$100.00.

4. GEOGRAPHIC SCOPE OF CONTRACT

SIN OLM:	Domestic and Overseas
SIN 33411:	Domestic and Overseas
SIN 811212:	Domestic and Overseas
SIN 511210:	Domestic and Overseas
SIN 54151:	Domestic and Overseas
SIN 611420:	Domestic and Overseas
SIN 54151S:	Domestic and Overseas

5. POINT(S) OF PRODUCTION (CITY, COUNTY, AND STATE OR FOREIGN COUNTRY)

Herndon (Fairfax County), Virginia.

6. DISCOUNTS:

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

7. QUANTITY DISCOUNTS

OLM	Order-Level Materials (OLM):	None
33411	Purchasing of New Electronic Equipment:	None.
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts:	None.

511210 Software Licenses:

Sum of List Prices of Products Purchased on Order		Per Purchase Order Discount
From	To	Discount on Software License Purchases
\$0	\$15,000	0%
\$15,001	\$40,000	5%
\$40,001	\$70,000	10%
\$70,001	\$110,000	15%
\$110,001	above	17%

54151 Software Maintenance Services: 3% discount on renewal of 10 licenses or more

611420 Information Technology Training: None

54151S Information Technology Professional Services: None.

8. PROMPT PAYMENT TERMS

Net 30 days. No Prompt Payment discount. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions

9A. GOVERNMENT PURCHASE CARDS.

Government purchase cards are accepted at or below the micro-purchase threshold.

9B. GOVERNMENT PURCHASE CARDS.

Government purchase cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS

None.

11A. DELIVERY SCHEDULE

Special Item Number	Normal Delivery Time (Days ARO)
OLM Order-Level Materials (OLM)	To be negotiated at the Task Order Level
33411 Purchasing of New Electronic Equipment	30 days ARO if order is less than or equal to \$500,000 *See Black Channel Delivery Notes below
811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	5 days ARO if order is less than or equal to \$500,000
511210 Software Licenses	5 days ARO
54151 Software Maintenance Services	5 days ARO
611420 Information Technology Training	To be negotiated at the Task Order Level
54151S Information Technology Professional Services	To be negotiated at the Task Order Level

*Black Channel Delivery Notes – All Black Channel® products require a signed Handling Requirements® document delivered to OIS prior to shipment.

11B. EXPEDITED DELIVERY

Items available for expedited delivery are noted in this price list. Contact OIS for expedited delivery pricing.

11C. OVERNIGHT AND 2-DAY DELIVERY

Overnight and 2-day delivery may be available. Please contact OIS for availability and rates for overnight and 2-day delivery.

11D. URGENT REQUIREMENTS

Please contact OIS to effect a faster delivery.

12. FOB POINT

Orders to CONUS destinations are delivered FOB Destination. At the customer's option, orders to OCONUS destinations are either delivered FOB Destination to the CONUS point of exportation or FOB Origin.

13A. ORDERING ADDRESS

Objective Interface Systems, Inc.
220 Spring Street
Herndon, VA 20170-6201
+1-703-295-6500 or +1-800-800-OIS7 (6477)
+1-703-295-6501 (Fax)
gsa.orders@ois.com

13B. ORDERING PROCEDURES

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

14. CONTRACTOR'S ORDERING PAYMENT ADDRESS

Objective Interface Systems, Inc.
220 Spring Street, Suite #530
Herndon, VA 20170-6201
+1-703-295-6500 or +1-800-800-OIS7 (6477)
+1-703-295-6501 (Fax)

15. WARRANTY

Standard commercial warranty will apply.

16. EXPORT PACKING CHARGES

Not applicable.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL)

None

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR

See OIS's Critical Information document for details on Maintenance and repair.

19. TERMS AND CONDITIONS OF INSTALLATION

All OIS equipment is self-installable.

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES

See Contractor's Critical Information document for details on Maintenance and repair.

20A. TERMS AND CONDITIONS FOR ANY OTHER SERVICES

Not applicable.



21. LIST OF SERVICE AND DISTRIBUTION POINTS

Not applicable.

22. LIST OF PARTICIPATING DEALERS

Available upon request.

23. PREVENTIVE MAINTENANCE

Not applicable.

24A. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES

Not applicable.

24B. 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) by request from the following email address: Section508@ois.com

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

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER

602849820

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:

Objective Interface Systems, Inc., is registered in the System for Award Management (SAM). The registration is currently active.

TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

The licensing and use of the Black Channel® hardware, software, and firmware products shall be subject solely and exclusively to the terms and conditions of the OIS Black Channel Government End-User License Agreement (“GEULA”) as attached as Attachment 1 to this document. To the extent that there is any conflict between the terms and conditions of Part II and Part III of the Solicitation Document (or any of the terms set forth herein) and the GEULA, the terms of the GEULA shall prevail.

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

All OIS equipment is self-installable.

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty will apply to this contract.

WARRANTY: Contractor's sole warranty for products sold hereunder is as set forth in the GEULA. Except for this warranty, unless otherwise required by applicable law, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- b. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- c. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Address provided on a per order basis.

- d. Contractor's sole liability for repair of equipment under warranty or a maintenance agreement shall be limited to replacement parts and labor for diagnosed manufacturer defects.

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, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

8. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS (SPECIAL ITEM NUMBER 811212)

The licensing and use of the Black Channel hardware, software, and firmware products shall be subject solely and exclusively to the terms and conditions of the OIS Black Channel Government End-User License Agreement (“GEULA”) as approved by the GSA. To the extent that there is any conflict between the terms and conditions of Part II and Part III of the Solicitation Document (or any of the terms set forth herein) and the GEULA, the terms of the GEULA (as approved by the GSA) shall prevail.

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to the Contractor's facility maintenance repair service rates as well as offsite maintenance repair service rates, in each case for items of equipment under an active warranty and for items of equipment not under an active warranty, all as further described herein. If any additional charge is to apply because of the distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level. The "service area" for purposes of these terms and conditions shall be a 50 mile radius of the Contractor's Depot (as defined below).

b. Repair services will be performed at the Contractor's facility ("Depot") listed below:

Objective Interface Systems, Inc.
220 Spring Street
Herndon, VA 20170-6201

When repair services cannot be performed at the Contractor's Depot, they will be performed at the ordering activity installation site in accordance with the provisions described herein.

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212) done in accordance with these terms. Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist, if the orders are made in conformance with these terms. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment or additional warranty renewal. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. 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.

- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.
- g. For purchase orders for extended warranty products, the following provisions shall apply:
- i) Products under an active warranty agreement: An ordering activity must renew warranty on all products under control of same group of related administrative workstations at the same time, and may not renew piece by piece.

Equipment that has been retired and that has been properly destroyed or is pending proper destruction does not need to be renewed.

- ii) Products **not** under an active warranty agreement: If an ordering activity desires to purchase extended warranty products for items that are not under an active warranty agreement with Contractor, then the ordering activity may not purchase such extended warranty products for such items without first receiving the prior written approval of Contractor to purchase such extended warranty products.

If Contractor gives such prior written approval, then:

- a) The ordering activity will be charged a Restart Fee for those items not under an active warranty agreement with Contractor. The Restart Fee will not exceed the cost of 1/12th of the then annual warranty renewal cost for such item multiplied by the number of months that such product is out of warranty.
- b) An ordering activity must renew warranty on all products under control of same group of related administrative workstations at the same time, and may not renew piece by piece. An ordering activity may not renew maintenance on any item that ordering activity knows or should have known to be broken or needing repair without fully disclosing the same to Contractor in writing prior to the renewal, and receiving Contractor's approval to renew the maintenance on the item.
Equipment that has been retired and that has been properly destroyed or is pending proper destruction does not need to be renewed.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Only Contractor may install or use repair parts/spare parts on the equipment. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered for performance at the ordering activity installation site, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.
- c. When repair service for an item of equipment is to be performed at the Contractor's Depot, the following provisions shall apply:
- i) The ordering activity shall be responsible for all costs and expenses for packaging and shipping such item to Contractor's Depot, all such returns to be made in accordance with the GEULA.
- ii) For items of equipment under an active warranty agreement with Contractor, the Contractor will be responsible for shipping the repaired item back to the ordering activity in accordance with the shipping policies of SIN 33411 products in the contract.
- iii) For items of equipment that are **not** under an active warranty agreement with the Contractor, then:
- a) The ordering activity shall pay the hourly rate of the Contractor's employees for repair, as well as for parts in accordance with these terms and conditions.
- b) The Contractor shall ship the item to the ordering activity FOB Origin, so the ordering activity will be responsible for shipping the item to the ordering activity location in accordance with the GEULA.
- d. When repair service for an item of equipment is to be performed at the ordering activity's installation site, the following provisions shall apply:

- i) The ordering activity shall pay Contractor for the hourly labor rate of the maintenance engineer for the total time spent by the maintenance engineer to travel to and from the ordering activity location.
- ii) In addition, for items of equipment that are **not** under an active warranty agreement with the Contractor, then the ordering activity shall pay the hourly rate of the Contractor's employees for repair, as well as for spare/repair parts, in accordance with these terms and conditions.

4. LOSS OR DAMAGE

When equipment is returned to the Contractor's Depot for warranty repair by the Government, the Government shall be responsible for any loss or damage to equipment being returned until the equipment is received by the Contractor at its Depot. Contractor shall be responsible for any loss or damages while the equipment is at the Contractor's Depot and until a) for items under active warranty, the equipment is returned to the Government's location, and b) for items not under active warranty, the equipment is shipped FOB Origin.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity in accordance with the terms herein during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as practicable after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 3 business days after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

8. MAINTENANCE RATE PROVISIONS

- a. For items of equipment that are under an active warranty agreement with the Contractor, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity or as otherwise specified in the GEULA.

b. **REGULAR HOURS**

Being under an active warranty agreement with Contractor shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level. The Contractor will charge the ordering activity the hourly labor rate of the maintenance engineer for the total time spent by the maintenance engineer to travel to and from the ordering activity location.

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity are indicated below: ***None***

Quantity Range	Discounts
_____ Units	_____ %
_____ Units	_____ %
_____ Units	_____ %

9. REPAIR SERVICE RATE PROVISIONS

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by an ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

- (a) When equipment is returned to the Contractor's shop for adjustments or repairs, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, shall be borne by the ordering activity.
- (b) The ordering activity shall not return defective equipment to the Contractor for adjustments and repairs or replacement without Contractor's prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones.

(3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**

- (a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- (b) The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Saturdays, Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SATURDAYS, SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Saturdays, Sundays and Holidays observed at the ordering activity location, the Saturdays, Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Saturdays, Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

Repair Service Rates				
Location	Minimum Charge*	Regular Hours (per hour)**	After Hours (per hour)**	Saturdays, Sundays and Holidays (per hour)**
Contractor's Shop	\$260	\$130	\$160	\$195
Ordering Activity Location (Within Established Service Areas)	\$550	\$140	\$160	\$195
Ordering Activity Location (Outside Established Service Areas)	\$550	\$140	\$160	\$195

* MINIMUM CHARGES INCLUDE TWO FULL HOURS ON THE JOB.

** FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's then current commercial pricelist at a discount of 4% from such listed prices.

All GSA Extended Warranty products include price of parts.

11. GUARANTEE/WARRANTY REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work for Extended Warranty products will be guaranteed/warranted for the period described in the OIS Hardware Warranty, Maintenance and Support Agreement, which is contained as Annex A in the OIS Black Channel Government End-User License Agreement ("GEULA").

All warranties, support, maintenance, repairs and parts for Extended Warranty products are solely and exclusively subject to the terms and conditions of the GEULA, including Annex A of the GEULA (OIS Hardware Warranty, Maintenance and Support Agreement).

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts, will be guaranteed/warranted for a period of 90 days following date of completion of the services and shipment of the product involved.

12. INVOICES AND PAYMENTS

a. Maintenance Service

Maintenance Service for equipment products under this contract is primarily composed of Extended Warranty products which provide for extended hardware warranty repair or replace services, software and firmware updates and email and telephonic support, all as more fully described in the Annex A (OIS Hardware Warranty, Maintenance and Support Agreement) attached to the GSA-approved GEULA. These products are generally invoiced in full at the time of purchase.

(1) Invoices for maintenance services or items not covered by the Extended Warranty products shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Such maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210), AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151)

The licensing and use of the ORBexpress® software shall be subject solely and exclusively to the terms and conditions of the ORBexpress License Agreement. To the extent that there is any conflict between the Terms and Conditions of Part II or Part III of the Solicitation Document (or any of the terms set forth below) and the ORBexpress License Agreement, the terms of the ORBexpress License Agreement shall prevail. Please see attached Objective Interface Personal-Use Developer License Agreement, which is also referred to in this application as the ORBexpress License Agreement.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. 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.

The licensing and use of the ORBexpress software shall be subject solely and exclusively to the terms and conditions of the ORBexpress License Agreement. To the extent that there is any conflict between the Terms and Conditions of Part II or Part III of the Solicitation Document and the ORBexpress License Agreement, the terms of the ORBexpress License Agreement shall prevail, including, without limitation, the provisions regarding commercial guarantees and warranties.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-295-6500 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 am to 5:00 pm.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

1. Software Maintenance as a Product (SIN 511210)
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance Services (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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.

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. 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 maintenance, the period of 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 0 % of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 120 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)

The licensing and use of the *ORBexpress* software shall be subject solely and exclusively to the terms and conditions of the *ORBexpress* License Agreement. To the extent that there is any conflict between this Section 9 and the *ORBexpress* License Agreement, the terms of the *ORBexpress* License Agreement shall prevail. Please see attached Objective Interface Personal-Use Developer License Agreement, which is also referred to in this application as the *ORBexpress* License Agreement.

- 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.

10. SOFTWARE CONVERSIONS - (SIN 511210)

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, 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, 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.

11. 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.



12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses. None.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF INFORMATION TECHNOLOGY TRAINING COURSES (SPECIAL ITEM NUMBER 611420)

The licensing and use of the Black Channel® training course products shall be subject solely and exclusively to the terms and conditions of the OIS Black Channel Government End-User License Agreement (“GEULA”) as approved by the GSA. To the extent that there is any conflict between the terms and conditions of Part II and Part III of the Solicitation Document (or any of the terms set forth herein) and the GEULA, the terms of the GEULA shall prevail.

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 course title, course date and time (or proposed time frame), 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 the ordering activity 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 the training class within ninety (90) days from the original course date, at no additional charge except for instructor travel, lodging and permitted travel expenses.
- 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

N/A.

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. Upon completion of the training, the student will have a license to use the documentation but will be required to abide by all copyrights and handling legends affixed to or set forth in the documents.
- b. ****If applicable**** For hands-on training components of courses, the assignment ratio of IT equipment to students will be determined by the number of students in the course and the number of pieces of equipment provided by the ordering activity.
- 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)).
- 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.

N/A

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries

and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR. All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

See attached documents.

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

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



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

**OIS GSA Multiple Award Schedule Contract
GS-35F-0169W**

SIN 33411 PRICES

MFR Part No	Product Name and Description	GSA Price (inclusive of the .75% IFF)
BC-ZCDT-SWC	Black Channel® Zero Client With Switch Desktop - Product Purchase. Includes 90 day limited warranty.	\$3,600.00
BC-ZGRM-1U	Black Channel Zero Gateway - Product Purchase. Includes 90 day limited warranty.	\$12,000.00
BC-SWC-SMD-3SFP	Black Channel Gigabit Switch Module - Product Purchase. Includes 90 day limited warranty.	\$2,160.00
BC-SWC-CH2U08	Black Channel Rack-Mount Switch Chassis - Product Purchase. Includes 90 day limited warranty.	\$3,840.00
BC-SWC-CHMS01	Black Channel Mini-Switch Chassis - Product Purchase. Includes 90 day limited warranty.	\$480.00
BC-SWC-MS01-3SFP	Black Channel Mini-Switch Complete - Product Purchase. Includes 90 day limited warranty.	\$2,640.00
BC-ADMWS	Black Channel Administrator Workstation - Product Purchase. Includes 90 day limited warranty.	\$24,000.00
BC-AUTHWS-LITE	Black Channel Authority Workstation - Lite - Product Purchase. Includes 90 day limited warranty.	\$42,000.00
BC-AUTHWS-STD	Black Channel Authority Workstation - Standard - Product Purchase. Includes 90 day limited warranty.	\$84,000.00
BC-FWSPKG	Black Channel Full Workstation Package - Product Purchase. Includes 90 day limited warranty.	\$132,000.00
BCP-FWSPKGCs-1YR	Black Channel Full Workstation Package - Bundle With Site ST&E Support: Product Purchase + 1 year Premium Warranty	\$274,560.00
BCB-ZCDT-SWC-5YR	Black Channel Zero Client With Switch Desktop - Bundle: Product Purchase + 5 Year Premium Warranty	\$6,480.00
BCB-ZGRM-1U-5YR	Black Channel Zero Gateway - Bundle: Product Purchase + 5 Year Premium Warranty	\$21,600.00
BCB-SWC-SMD-3SFP-5YR	Black Channel Gigabit Switch Module - Bundle: Product Purchase + 5 Year Premium Warranty	\$3,888.00
BCB-SWC-CH2U08-5YR	Black Channel Rack-Mount Switch Chassis - Bundle: Product Purchase + 5 Year Premium Warranty	\$6,912.00
BCB-SWC-CHMS01-5YR	Black Channel Mini-Switch Chassis - Bundle: Product Purchase + 5 Year Premium Warranty	\$864.00

	OIS GSA Multiple Award Schedule Contract GS-35F-0169W	
	SIN 33411 PRICES	
MFR Part No	Product Name and Description	GSA Price (inclusive of the .75% IFF)
BCB-SWC-MS01-3SFP-5YR	Black Channel® Mini-Switch Complete - Bundle: Product Purchase + 5 year Premium Warranty	\$4,752.00
BCB-ADMWS-5YR	Black Channel Administrator Workstation - Bundle: Product Purchase + 5 year Premium Warranty	\$43,200.00
BCB-AUTHWS-LITE-5YR	Black Channel Authority Workstation - Lite - Bundle: Product Purchase + 5 Year Premium Warranty	\$75,600.00
BCB-AUTHWS-STD-5YR	Black Channel Authority Workstation - Standard - Bundle: Product Purchase + 5 year Premium Warranty	\$151,200.00
BCB-FWSPKG-5YR	Black Channel Full Workstation Package - Bundle: Product Purchase + 5 year Premium Warranty	\$237,600.00
SFP-Copper-10-100-1000	Small Form Factor Pluggable Transceiver (SFP) - Copper 10/100/1000 Mb	\$84.00
SFP-Optical-1000Mb	Small Form Factor Pluggable Transceiver (SFP) - Optical 1000 Mb	\$84.00
CA-AUTHWS	Black Certificate Authority Workstation – Product Purchase. Includes 90 day limited warranty. The Black Certificate Authority Workstation is a member of the Black Channel family of products.	\$84,000.00

OIS GSA Multiple Award Schedule Contract GS-35F-0169W		
SIN 811212 PRICES		
MFR Part No	Product Name and Description	GSA Price (inclusive of the .75% IFF)
BCSMP-ZCDT-SWC-1YR	Black Channel Zero Client With Switch Desktop – Premium Warranty - 1 Year	\$720.00
BCSMP-ZGRM-1U-1YR	Black Channel Zero Gateway – Premium Warranty - 1 Year	\$2,400.00
BCSMP-SWC-SMD-3SFP-1YR	Black Channel Gigabit Switch Module – Premium Warranty - 1 Year	\$432.00
BCSMP-SWC-CH2U08-1YR	Black Channel Rack-Mount Switch Chassis – Premium Warranty - 1 Year	\$768.00
BCSMP-SWC-CHMS01-1YR	Black Channel Mini-Switch Chassis – Premium Warranty - 1 Year	\$96.00
BCSMP-SWC-MS01-3SFP-1YR	Black Channel Mini-Switch Complete – Premium Warranty - 1 Year	\$528.00
BCSMP-ADMWS-1YR	Black Channel Administrator Workstation – Premium Warranty - 1 Year	\$4,800.00
BCSMP-AUTHWS-LITE-1YR	Black Channel Authority Workstation - Lite – Premium Warranty - 1 Year	\$8,400.00
BCSMP-AUTHWS-STD-1YR	Black Channel Authority Workstation - Standard – Premium Warranty - 1 Year	\$16,800.00
BCSMP-FWSPKG-1YR	Black Channel Full Workstation Package – Premium Warranty - 1 Year	\$26,400.00
CASMP-AUTHWS-1YR	Black Certificate Authority Workstation – Premium Warranty - 1 Year. The Black Certificate Authority Workstation is a member of the Black Channel family of products.	\$16,800.00

**OIS GSA Multiple Award Schedule Contract
GS-35F-0169W**

SIN	MFR Part No	Product/Service	Base Price for Qty 1 +IFF+Shipping to CONUS and AK/HI/PR
511210	OERT	<p>ORBexpress® RT Personal –Use Developer License – one platform</p> <p>ORBexpress RT is Common Object Request Broker Architecture (CORBA) communications middleware software. Software includes IDL compiler, header files, libraries and documentation manuals.</p> <p>ORBexpress RT is available on a wide variety of operating systems and processor architectures.</p>	\$12,000.00
54151	M-OERT	<p>ORBexpress RT Personal-Use Developer License Annual Maintenance Renewal – one platform</p> <p>ORBexpress RT is Common Object Request Broker Architecture (CORBA) communications middleware software. Software includes IDL compiler, header files, libraries and documentation manuals.</p> <p>ORBexpress RT is available on a wide variety of operating systems and processor architectures.</p>	\$2,400.00

GSA Quantity Discounts for ORBexpress licenses:

511210 Software Licenses:

Sum of List Prices of Products Purchased on Order		Per Purchase Order Discount
From	To	Discount on Software License Purchases
\$0	\$15,000	0%
\$15,001	\$40,000	5%
\$40,001	\$70,000	10%
\$70,001	\$110,000	15%
\$110,001	above	17%

54151 Software Maintenance Services: 3% discount on renewal of 10 licenses or more

**OIS GSA Multiple Award Schedule Contract
GS-35F-0169W**

	OIS GSA Multiple Award Schedule Contract GS-35F-0169W	
	SIN 611420 PRICES	
MFR Part No	Product Name and Description	GSA Price (inclusive of the .75% IFF)
TR-BC-ADMWS-PG3DY	Black Channel® Administrator Workstation Training - Private Group Class (OIS or Customer Site, 3 days, max 12 students)	\$18,000.00
TR-BC-AUTHWS-PG2DY	Black Channel Authority Workstation Training - Private Group Class (OIS or Customer Site, 2 days, max 12 students)	\$12,000.00
TR-BC-ADMWS-1S3DY	Black Channel Administrator Workstation Training - One Seat in Scheduled Class (OIS Site, per student, 3 days)	\$3,600.00
TR-BC-AUTHWS-1S2DY	Black Channel Authority Workstation Training - One Seat in Scheduled Class (OIS Site, per student, 2 days)	\$2,400.00

OIS GSA Multiple Award Schedule Contract GS-35F-0169W

OIS PROFESSIONAL IT SERVICES POSITION DESCRIPTIONS FOR SIN 54151S

Consistent with OIS hiring practices, experience can be substituted for education and education for experience. The table below provides OIS’s education/experience substitution guidelines. Experience, education, and description of duties for the service categories in the schedule are provided as a guideline to the typical background for staff to be provided under individual task orders.

OIS utilizes commercial hiring practices when recruiting and the degree and education requirements are stated in general terms. For the IT professional labor categories of the Multiple Award Schedule, education and/or experience may preferably be in an IT related field, such as computer science, IT, database management, network security, management, business, or other related fields.

Degree Requirement	Related Work Experience Substitution	Related Degree and Experience Substitution
Associate’s	2 years' additional work experience may be substituted for an Associate’s Degree	2 years' additional work experience may be substituted for an Associate’s Degree
Bachelor’s	4 years' additional work experience may be substituted for a Bachelor’s Degree	Associate’s Degree plus 2 years additional work experience may be substituted for a Bachelor’s Degree
Master’s	6 years' additional work experience may be substituted for a Master’s Degree	Bachelor’s Degree plus 2 years additional work experience may be substituted for a Master’s Degree
Doctorate	10 years' additional work experience may be substituted for a Doctorate Degree	Bachelor’s Degree plus 6 years additional work experience, or a Master’s Degree plus 4 years additional work experience, may be substituted for a Doctorate

1. Commercial Job Title: Program Manager

Minimum/General Experience: Fifteen (15) years' experience[, including ten (10) years' experience] in program management including technology assessments, systems design, systems analysis, programmatic support, acquisition planning, and budget planning. Specific experience may include hiring of technical personnel; providing cost estimates for technical services, material procurement and management; providing project schedules; use of approved government and commercial specifications and standards; development of program briefings, in-process reviews, and monthly status reports; development of work breakdown structures; financial planning and reporting including earned value management (EVM); and significant corporate experience in system integration and subcontractor management. Experience may include an in-depth knowledge of communications infrastructure, information assurance, C4ISR, and/or weapons systems or comparable systems type missions and functions per the statement of work. Experience and knowledge may also include program reporting systems, contractual documentation, and PWS task areas suitable for being able manage SoW tasks with a high degree of proficiency. For Federal Government customers, knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

OIS GSA Multiple Award Schedule Contract GS-35F-0169W

Functional Responsibility: Duties may include contract management, large-scale or complex project management, and working with the customer to determine program requirements. Performs program management and oversight to ensure successful program performance.

Minimum Education: Bachelor's Degree or other equivalent degree program.

2. Commercial Job Title: Project Manager

Minimum/General Experience: Ten (10) years' experience in supervising and managing substantive projects involving technology engineering, systems analysis, software and hardware development, information assurance, information warfare, or information systems. Additionally experience should including: supervising project personnel, scheduling work, writing proposals and preparing bids, equipment and material, logistics, control, and management of multiple projects at the same time.

Functional Responsibility: Serves as the project manager for a large or complex information technology project or group of tasks. The project manager ensures the timely and successful performance of the tasks. The project manager usually reports to a program manager but may report directly to the client's representative. Takes guidance from the Program Manager and is responsible for the overall management of specific tasks/projects. Ensures technical solutions and schedules are implemented in a timely manner.

Minimum Education: Bachelor's Degree or other equivalent degree program.

3. Commercial Job Title: Engineer/Scientist 5

Minimum/General Experience: Thirteen (13) years' experience in the definition and allocation of system requirements to hardware, software, and firmware design and development. Includes in-depth experience in engineering practices used to solve all forms of project engineering challenges spanning the project life cycle of system concept definition, to requirements analysis, design, development, integration, testing, and delivery of a functional product.

Functional Responsibility: Senior technical leadership, which applies to all phases of system development. Provides technical direction and expertise in a variety of specialized areas including information systems engineering, programming, systems architecture, systems integration, telecommunications, systems standards, process engineering, systems design and requirements specification. May serve as technical director or as a senior technical staff member.

Minimum Education: Master's Degree in Mathematics, Computer Science, Information Systems, Engineering, Information Technology, Business or a related field.

4. Commercial Job Title: Engineer/Scientist 4

Minimum/General Experience: Ten (10) years' experience in designing and developing complex technology projects focused on hardware (electrical and/or mechanical), software, or firmware engineering. Includes in-depth experience and expertise in engineering practices used to solve all forms of technical project engineering challenges. Substantial experience integrating electrical, mechanical, and software, into cohesive systems or segments.

Functional Responsibility: Provides technical direction and expertise in a variety of specialized areas including information systems engineering, programming, software systems architecture, systems integration, data integration, enterprise application integration (EAI), systems design and requirements specification. May serve as technical lead or as a senior technical staff member.

OIS GSA Multiple Award Schedule Contract GS-35F-0169W

Minimum Education: Bachelor's Degree in Mathematics, Computer Science, Information Systems, Engineering, Information Technology, Business or a related field.

5. Commercial Job Title: Engineer/Scientist 3

Minimum/General Experience: Six (6) years' experience in hardware (electrical and/or mechanical) or software engineering fields. Includes competence in phases of the development life cycle including basic systems analysis techniques, requirements allocation, and functional design and development. Additionally understands and can apply complex system integration and testing techniques with minimal instruction and coaching. Can generate a unit or segment test plan and user documentation with minimal guidance.

Functional Responsibility: Duties may include performing, leading, and coordinating activities for the development of systems in one or more of the following areas: requirements analysis, design analysis, design, programming, software integration, documentation, test and evaluation, and other technical tasks.

Minimum Education: Bachelor's Degree in Mathematics, Computer Science, Information Systems, Engineering, Information Technology, Business or a related field.

6. Commercial Job Title: Engineer/Scientist 2

Minimum/General Experience: Two (2) years' experience in the hardware (electrical and/or mechanical) or software engineering fields. Good understanding of electrical, mechanical, or software engineering principles and an ability to apply those principles to design a product to meet customer requirements with assistance from more senior engineers. Communicates effectively verbally and via the written word, and capable of understanding complex technical concepts and directions and to act upon them.

Functional Responsibility: Duties may include performing activities to support the development of systems in one or more of the following areas: requirements analysis, design analysis, design, programming, software integration, documentation, test and evaluation, and other technical tasks.

Minimum Education: Bachelor's Degree in Mathematics, Computer Science, Information Systems, Engineering, Information Technology, Business or a related field.

7. Commercial Job Title: Engineer/Scientist 1

Minimum/General Experience: One (1) year of experience. Basic understanding of electrical, mechanical, or software engineering principles and an ability to work in a team to apply those principles to design a product to meet customer requirements with assistance from more senior engineers. Must be able to communicate effectively verbally and via the written word, and be capable of understanding complex directions and to act upon them.

Functional Responsibility: Duties may include performing activities to support the development of systems in one or more of the following areas: requirements analysis, design analysis, design, programming, software integration, documentation, test and evaluation, and other technical tasks.

Minimum Education: Bachelor's Degree in Mathematics, Computer Science, Information Systems, Engineering, Information Technology, Business or a related field.

OIS GSA Multiple Award Schedule Contract GS-35F-0169W

8. Commercial Job Title: Junior Engineer/Scientist

Minimum/General Experience: Less than one (1) year of experience. The junior engineer is generally less specialized than the engineer and must be capable of assisting technicians, instructors or field service representatives of a highly technical or complex nature or require specialized assistance in performing work-around or technical assessments. Understands system operations, applications, and problem solving techniques. Investigates technical and interoperability issues, formulates solutions and makes recommendations. Prepares technical papers and reports. Performs work at designated facilities world-wide and in forward areas of conflict, as assigned.

Functional Responsibility: Duties may include performing activities to support the development of systems in one or more of the following areas: requirements analysis, design analysis, design, programming, software integration, documentation, test and evaluation, and other technical tasks.

Minimum Education: Bachelor's Degree (or equivalent education) in Mathematics, Computer Science, Information Systems, Engineering, Information Technology, Business or a related field.

9. Commercial Job Title: Logistician 2

Minimum/General Experience: Two (2) years' experience. Demonstrated skills in: analyzing engineering/systems management data, and developing logistics plans and procedures. Specific experience includes development of support for programmatic support documentation, logistics studies, participation in logistic conferences and meetings (e.g., hardware audits, program reviews, integrated logistics management meetings, in-process reviews, integrated product team/IPT Meetings, technical interface meetings/TIM).

Functional Responsibility: Duties may include coordinating personnel and resources to achieve delivery or deployment of materials and/or personnel to meet mission needs. Additional responsibilities include coordination of shipping lists or bills of lading, coordination with shipping organizations or personnel performing the actual transportation of materials and/or personnel, ensuring delivery schedules are met and receiving acknowledgement from the customer regarding receipt and acceptance of materials and/or personnel. Logistician is also responsible for implementing the repair and return of broken/defective materials via a Returned Materials Authorization (RMA) process.

Minimum Education: Bachelor's Degree or other equivalent degree program.

10. Commercial Job Title: Analyst 3

Minimum/General Experience: Four (4) years' experience in contract management including development of program acquisition documentation, development of program monitoring approach (e.g. PERT, GANTT, CPM, EVM), analysis of programs health, data collection and analysis, development of cost estimates, and development of program status reports. Comprehensive knowledge of the Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures. Specific experience includes: extracting and provide a variety of data for the determination, implementation, forecasting and administration of financial requirements for customer projects or programs; developing and maintain budget, schedules and work scope for customer programs; developing records and provide reports of project or programs expenditures; proficient in the use of Microsoft's Word, Excel and PowerPoint applications.

Functional Responsibility: Duties may include monitoring and analysis of the health of various programs, data collection and analysis, cost estimates, program status reports, developing and maintaining budgets, schedules and work scope, developing records and providing reports.

Minimum Education: Master's Degree or other equivalent degree program.

OIS GSA Multiple Award Schedule Contract GS-35F-0169W

11. Commercial Job Title: **Subject Matter Expert 5**

Minimum/General Experience: Eighteen (18) years' experience, which includes at least fifteen (15) years' experience in specific subject matter. May include experience with communications infrastructure, information assurance, C4ISR, and/or weapons systems or comparable systems including the following areas: concept definition phase, systems architectural design, and lifecycle planning. Recognized expert who has demonstrated industry and public service leadership in the area.

Functional Responsibility: Duties may include providing expert services and leadership in specialized subject areas.

Minimum Education: Master's Degree plus subject technical training.

OIS GSA Multiple Award Schedule Contract
GS-35F-0169W

SIN 54151S GSA LABOR RATES

Position	Hourly Rate Price (inclusive of IFF) Contractor Facility Site
Program Manager	\$232.60
Project Manager	\$201.33
Engineer/Scientist 5	\$232.60
Engineer/Scientist 4	\$201.33
Engineer/Scientist 3	\$179.83
Engineer/Scientist 2	\$160.28
Engineer/Scientist 1	\$145.62
Junior Engineer/Scientist	\$120.21
Logistician 2	\$120.21
Analyst 3	\$201.33
Subject Matter Expert 5	\$232.60



**OIS BLACK CHANNEL[®] GOVERNMENT END-USER LICENSE AGREEMENT
("GEULA")**

Contact OIS for a copy of the OIS Black Channel[®] Government End-User License Agreement ("GEULA")



OIS PERSONAL-USE DEVELOPER LICENSE AGREEMENT

Contact OIS for a copy of the OIS Personal-Use Developer License Agreement for *ORBexpress*®