



Applied Coherent Technology Corp.

Federal Supply Service

Authorized Information Technology Schedule

Price List

General-Purpose
Commercial Information Technology
Software and Services

.....

FPDS Class D302

IT systems Development Services

FPDS Class D307

Automated Information Systems
Design and Integration Services

FPDS Class D308

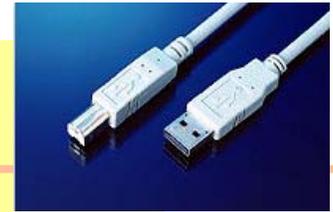
Programming Services

FPDS Class D311

IT Data Conversion Services

FPDS Class D317

Automated News Services, Data
Services or other Information Services

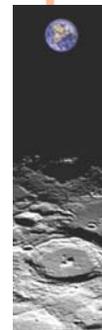


Special Item Nos.

132-33 Software Licenses

132-34 Software Maintenance

132-51 Information Technology Services



.....

Contract Number: GS-35F-0263N

Contract Expiration: 28 Jan 2013

General Services Administration,
Federal Supply Service

Products and ordering information in this Authorized ADP Schedule Pricelist are also Available on the GSA Advantage! System. Agencies can browse GSA Advantage! By Accessing the GSA homepage via the Internet at www.gsa.gov

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(703) 742-0294

GSA Contract Number: GS-35F-0263N

INFORMATION FOR ORDERING OFFICES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

ACT will contract and accept offers from the agencies and activities shown below, and is a source of supply for the supplies or services described herein, for delivery within the 48 contiguous States and Washington, D.C plus Alaska, Hawaii, the Commonwealth of Puerto Rico, and overseas locations.

2. Contractor's Ordering Address and Payment Information:

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Herndon, VA 20170
Tel: (703) 742-0294
Fax: (703) 742-0358
malaret@actgate.com

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

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: (703) 742-0294.

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3. LIABILITY FOR INJURY OR DAMAGE

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

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 618980601

Block 30: Type of Contractor – Small Disadvantaged Business

Block 31: Woman-Owned Small Business - _No

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1534159

4a. CAGE Code: 07MR0

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

As negotiated with the contracting agency.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry

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within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

a. Prompt Payment: 0 % - N/A days from receipt of invoice or date of acceptance,
whichever is later.

b. Quantity: See individual product discounts.

c. Dollar Volume

d. Government Educational Institutions: Minority Colleges and Universities - 10% Others at discretion of ACT.

e. Other: None

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. EXPORT PACKAGING is not applicable

10. MINIMUM DOLLAR VALUES OF ORDERS TO BE ISSUED IS \$ 300

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)

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

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-51 - Information Technology (IT) Professional Services

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the

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ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal

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Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with

the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

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

16. GSA Advantage!

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

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

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

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17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

The services in this schedule are available to overseas activities outside the scope of this contract and on an open-market basis. Such services will be negotiated between ACT and the ordering agency.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts,

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delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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 requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

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

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

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number (703) 742-0294 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM to 5 PM Eastern Time Zone.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

Year 1:

Customer receives all software upgrades as released by ACT without additional cost. This includes fixes and enhancements.

Year 2 and beyond:

Customer may elect routine periodic upgrades, or elect single upgrades on an as needed basis per the Software Upgrade line item of this contract.

All years:

ACT's support personnel are available to respond to customer maintenance needs. Help Desk support is available from 9AM to 5PM Eastern Time, Monday through Friday,

unless other arrangements are made with the customer. Help Desk support may take the form of verbal troubleshooting or remote internet based troubleshooting.

Special upgrade/maintenance visits may be arranged individually per pricing offered in this contract.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The Government may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the Government 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 Government.
- 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 Government 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 _____% of all term license payments during the period that the software was under a term license within the Government.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the Government. 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 Government. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

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

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

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

b. When acquired by the Government, 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 agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency 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 agency'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 agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government 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)

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or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

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

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

N/A.

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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the

statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to

additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(i) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

4. 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 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.

5. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE GOVERNMENT

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

9. INDEPENDENT CONTRACTOR

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

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 Government contract, without some restriction on 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 Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering office 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 Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency in accordance with the guidelines set forth in the FAR.

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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.

SUMMARY EXPLANATION OF LABOR CATEGORIES

The following provides descriptions, including degree and experience requirements, of the labor categories ACT offers under this contract. Each position includes an associated labor code that should be used when ordering services under this contract. The labor category definitions that follow describe the functional responsibilities and education and experience requirements for each labor category. The table “Degree/Experience Equivalence” delineates our policy for substituting experience in lieu of degrees and visa versa. Those requirements are a guide for the types of experience and educational background for typical personnel in each labor category. However, personnel placement in a specific labor category is at the sole discretion of ACT.

Degree/Experience Equivalence *

| Degree | Experience Equivalence | Other Equivalence |
|---------------|--|---|
| Associate’s | 2 years’ relevant experience | Vocational/technical training in work-related fields# |
| Bachelor’s | Associate’s + 3 years’ relevant experience 5 years relevant experience | Professional certification in work-related fields, such as vendor certifications Technical Training in work-related fields |
| Master’s | Bachelor’s + 3 years’ relevant experience Associate’s + 5 years relevant experience | Professional license, e.g., Professional Engineer |
| Doctorate | Master’s + 3 years’ relevant experience Bachelor’s + 6 years’ relevant experience | |

* Multiple degrees at the same level are equivalent to two additional years of experience

Years of relevant experience equivalence depends on type, length, and scope of training

Applied Coherent Technology Corporation (ACT) GSA IT (Schedule 70) Labor Categories Descriptions

IT Program Management

1. Job Title: **Information Systems Technical Director**

Education and General Experience: Master's Degree or equivalent experience with an advanced degree in computer science, engineering or business preferred. A minimum of 15 years' program-related experience with at least 5 years' functional IT or IT program management experience.

Functional Responsibility: Responsible for managing very complex and/or high risk IT programs. Oversees program budget and schedules. Directs staff. Has primary responsibility for program health. Responsible for programs of a more complex or developmental nature. Responsible for ensuring that corporate resources are effectively used to meet client goals and requirements.

2. Job Title: **Program Manager**

Education and General Experience: A Bachelor's degree in Computer Science, Information Systems Engineering, Business, Physical Science, or other technically related discipline. This position requires ten years experience. Specialized experience includes: project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.

Functional Responsibility: Serves as the contractor's single contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), the contract level Contracting Officer's Representative (COR), government management personnel and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract.

3. Job Title: **Task Manager**

Education and General Experience: A Bachelors degree in Computer Science, Information Systems, Engineering, Business or other related discipline. This position requires a minimum of two years experience. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibility: Directs all financial management and administrative activities, such as budgeting, manpower and resource planning, and financial reporting. Performs complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues, which would require a report and recommend solutions. Develops work breakdown structures, prepare charts, tables, graphs, and diagrams to assist in analyzing problems. Provides daily supervision and direction to staff.

Engineering

4. Job Title: **Senior Engineer**

Education and General Experience: A Bachelor's degree in an Engineering, Scientific or Technical discipline and six years experience (or an equivalent combination of training and professional work experience).

Functional Responsibility: Implements engineering principles, techniques and processes as they relate to IT. Decides appropriate tests to evaluate, debug and check systems. Documents the result of complex analysis and design tasks. May design moderately complex systems; assists in developing standards and techniques. May act in a lead role on a project team.

5. Job Title: **Engineer**

Education and General Experience: A Bachelor's degree in an Engineering, Scientific or other technical discipline and four years experience (or an equivalent combination of training and professional work experience).

Functional Responsibility: Performs complex IT engineering analysis and design tasks. Prepares specifications and design, and implements solutions. May design subsystems; assists in developing standards. May work as part of a project team.

Software Engineering

6. Job Title : **Software Engineer**

Education and General Experience: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position requires a minimum of five years experience, of which at least three years must be specialized. Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintains hardware and software performance tuning, analyzes workload and computer usage, maintains interfaces with outside systems, analyzes down times, analyzes proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

Functional Responsibility: Specialized experience may include: analysis and design of business applications on complex systems for large scale computers, including experience in data base management concepts, use of programming languages and knowledge of current storage and retrieval methods, one year of systems analysis experience designing technical applications on computer systems and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs. General experience includes increasing responsibilities in information systems design and management. Must demonstrate the ability to work independently or under only general direction on requirements that are moderately complex to analyze, plan, program, and implement.

7. Job Title: **Junior Software Engineer**

Education and General Experience: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position is for recent college graduates and requires no experience.

Functional Responsibility: Analyzes information requirements. Evaluates problems of work flows, organization, and planning and assists Computer Systems Analysts develop appropriate corrective action. Help develop plans for automated information systems from project inception to conclusion. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Under supervision coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

Systems Administration

8. Job Title: **System Administrator**

Education and General Experience: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, Physical Science, or other technically related discipline. This position requires a minimum of four years experience, of which at least three years must be specialized experience in administrating UNIX and/or WINDOWS and or LINUX Operating Systems or others. General experience may include operations experience on a large-scale computer system or a multi-server local area network.

Functional Responsibility: Supervises and manages the daily activities of configuration and operation of business systems which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems.

Applications Programming

9. Job Title: **Senior Applications Programmer**

Education and General Experience: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position requires a minimum of six years experience, of which at least three years must be specialized. Additional experience may be considered in place of the degree requirement. Specialized experience may include: experience as an applications programmer on large-scale database management systems, knowledge of computer equipment and ability to develop complex software to satisfy design objectives. Demonstrated ability to work independently or under only general direction.

Functional Responsibility: Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

10. Job Title: **Application Programmer**

Education and General Experience: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position is for recent college graduates and requires no experience.

Functional Responsibility: Participates in the design of software tools and subsystems to support reuse and domain analysis. Assists Applications Engineer and Applications Programmer to interpret software requirements and design specifications to code, and integrate and test software components.

11. Job Title: **Junior Application Programmer**

Education and General Experience: Currently enrolled as a full-time student at a University or college and majoring in Computer Science, Information Systems, Engineering, Business, Physical Science, or other technically related discipline.

Functional Responsibility: Assists with the analysis of information requirements. Aids in the evaluation of problems with workflow, organization, and planning and helps develop appropriate corrective action.

Training

12. Job Title: **Training Specialist**

Education and General Experience: A Bachelor's degree in any field. This position requires a minimum of three years experience, of which at least two years must be specialized. Specialized experience may include: experience in developing and providing technical and end-user training on computer hardware and application software. General experience includes information systems development, training, or related fields. Demonstrated ability to communicate orally and in writing.

Functional Responsibility: Conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

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Operations

13. Job Title: Satellite Mission Operations Manager

Education and General Experience: Bachelor's Degree in a physical Science. Previous experience with Satellite Mission Operations, including the use of IT to process large volumes of data, performing in-flight sensor characterization and integrating high-performance processing hardware/software.

Functional Responsibility: Includes the generalized Operations Manager functions but supports the day to day operations of a specific space or environmental program. Responsibilities include but are not limited to: Image / sensor processing software development, data reduction and formatting, sensor calibration and characterization (in-flight), pointing data analysis, production of quick-look results (radiometrically corrected images and mosaics) and support to the outside community in the analysis of data. Work is generally performed at the customer site.

Administration

14. Job Title: **Senior Technical Writer/Editor**

Education and General Experience: A Bachelor's degree in English, Literature, or other related discipline. This position requires a minimum of six years experience, of which at least two years must be specialized. Specialized experience may include: demonstrated experience in editing documents, including technical documents. Demonstrated ability to work independently or under only general direction.

Functional Responsibility: Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, and reports. Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents.

15. Job Title: **Administrative Support**

Education and General Experience: High school diploma is a minimum requirement. Must possess word processing and general office skills. This position requires a minimum of one year of office experience in an information technology environment.

Functional Responsibility: Performs high level of secretarial work under the general supervision of a manager. Types and proofreads correspondence, reports, and documentation. Maintains filing system for department. Answers telephones, responds to routine questions/requests, greets visitors, schedules meetings, mail distribution, and makes travel arrangements.

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**Applied Coherent Technology Corporation (ACT)
GSA IT (Schedule 70) Labor Categories & Rates**

| | Labor Category | ACT Site 2008 | Client Site 2008 | ACT Site 2009 | Client Site 2009 | ACT Site 2010 | Client Site 2010 | ACT Site 2011 | Client Site 2011 | ACT Site 2012 | Client Site 2012 |
|-----------|--|----------------------|-------------------------|----------------------|-------------------------|----------------------|-------------------------|----------------------|-------------------------|----------------------|-------------------------|
| 1 | Information Systems Tech Director | \$259.10 | \$246.14 | \$269.46 | \$255.99 | \$280.24 | \$266.23 | \$291.45 | \$276.88 | \$303.11 | \$287.95 |
| 2 | Program Manager | \$202.41 | \$192.29 | \$210.51 | \$199.98 | \$218.93 | \$207.98 | \$227.69 | \$216.30 | \$236.80 | \$224.95 |
| 3 | Task Manager | \$161.94 | \$153.83 | \$168.41 | \$159.99 | \$175.15 | \$166.39 | \$182.16 | \$173.04 | \$189.44 | \$179.96 |
| 4 | Senior Engineer | \$113.36 | \$107.69 | \$117.89 | \$111.99 | \$122.61 | \$116.47 | \$127.51 | \$121.13 | \$132.61 | \$125.98 |
| 5 | Engineer | \$100.40 | \$95.39 | \$104.41 | \$99.20 | \$108.59 | \$103.17 | \$112.93 | \$107.30 | \$117.45 | \$111.59 |
| 6 | Software Engineer | \$121.45 | \$115.38 | \$126.30 | \$119.99 | \$131.36 | \$124.79 | \$136.61 | \$129.78 | \$142.07 | \$134.97 |
| 7 | Junior Software Engineer | \$84.20 | \$79.99 | \$87.57 | \$83.19 | \$91.08 | \$86.52 | \$94.72 | \$89.98 | \$98.51 | \$93.58 |
| 8 | System Administrator | \$87.44 | \$83.07 | \$90.94 | \$86.40 | \$94.58 | \$89.85 | \$98.36 | \$93.45 | \$102.29 | \$97.18 |
| 9 | Senior Applications Programmer | \$129.55 | \$123.06 | \$134.73 | \$127.99 | \$140.12 | \$133.11 | \$145.73 | \$138.43 | \$151.55 | \$143.97 |
| 10 | Application Programmer | \$113.36 | \$107.69 | \$117.89 | \$111.99 | \$122.61 | \$116.47 | \$127.51 | \$121.13 | \$132.61 | \$125.98 |
| 11 | Junior Application Programmer | \$77.73 | \$73.84 | \$80.84 | \$76.79 | \$84.07 | \$79.86 | \$87.44 | \$83.06 | \$90.94 | \$86.38 |
| 12 | Training Specialist | \$95.54 | \$90.76 | \$99.37 | \$94.39 | \$103.34 | \$98.17 | \$107.47 | \$102.10 | \$111.77 | \$106.18 |
| 13 | Satellite Mission Ops Manager | \$137.64 | \$130.77 | \$143.15 | \$136.00 | \$148.87 | \$141.44 | \$154.83 | \$147.09 | \$161.02 | \$152.98 |
| 14 | Senior Technical Writer/Editor | \$100.40 | \$95.39 | \$104.41 | \$99.20 | \$108.59 | \$103.17 | \$112.93 | \$107.30 | \$117.45 | \$111.59 |
| 15 | Administrative Support | \$55.05 | \$52.30 | \$57.26 | \$54.40 | \$59.55 | \$56.57 | \$61.93 | \$58.83 | \$64.40 | \$61.19 |

ACT GSA Schedule Proposal Description of COTS

ACT addresses the complete lifecycle of geospatial analytics with an integrated software suite. The ACT architecture incorporates more than twenty years of research and development into a comprehensive suite that has been proven in numerous demanding environments and critical missions. ACT products support an array of users from ground data systems to Earth and planetary scientists and users in decision support and operational roles who need to access, fuse, visualize and analyze geospatial data.

Core to each product is the robust MSHELL™ engine and ACT's network-centric architecture. This superior design provides customers unmatched flexibility to maximize computing, network, and research resources.



ACT Suite: Complete geospatial analysis life-cycle coverage

ACT-REACT™

ACT-REACT™ is a powerful analytic workbench and fusion center for geospatial data analysis. The software combines robust data access and transformation capabilities with multi-layer analysis, visualization, and results publishing. The workbench includes a complete development environment enabling virtually limitless analytics and complex work-flows. ACT-REACT™, is powered by the MSHELL™ engine, integrated with WIPE™ and PIPE™ and supports numerous industry standards.

WIPE™

WIPE™ is a network-centric geospatial data processing, management and analysis server for Earth observing sensors. WIPE™ integrates Earth and space based sensor data with ancillary data such as global and regional meteorological and oceanographic numerical models and automatically pre-processes, geo-references and prepares the data for

analysis. WIPE™ also fully manages the collection, warehousing, archival and dissemination of geospatial data and leverages MSHELL™ to automate analysis tasks, generate research products and send alerts. WIPE integrates seamlessly with ACT-REACT™ enabling researchers to effortlessly fuse data from multiple sources, reuse prior analytical products and discover new insights.

PIPE™

PIPE™ is a specialized version of WIPE™ optimized for solar system exploration missions and customized to specific mission data and operational requirements.

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**Applied Coherent Technology Corporation (ACT)
 GSA (Schedule 70) IT Products and Product Support**

Item 1: WIPE Basic Software Package

| Description | Unit | Unit Price | Volume Discount Program | | Other Promotions/Comments |
|--|---|------------|-------------------------|-------|--|
| | | | # Units | Disc. | |
| <u>World Wide Web Information Processing Environment.</u> Allows ingestion, processing and serving of a large volume of images and sensor data in a fully automatic fashion and provides powerful scientific data visualization. Includes over 100 Data Ingestion Modules (DIM's) covering the vast majority of signals and sensors currently available – plus a new data type as specified by customer on order. Includes support for up to four (4) CPU's running on the same machine. - Tuned for Earth Observing missions. | 1 Complete Software Package - including High Level Search Browser and Interactive Data Browser. | \$97,000 | 2 | 5% | Includes all software upgrades and 20 hours Remote Service and Support (not on site) for a period of one year from date of purchase. Includes remote installation support. |
| | | | 3-5 | 10% | |
| | | | 6 or more | 15% | |
| | | | | | |

Item 2: PIPE Basic Software Package

| | | | | | |
|--|---|----------|-----------|-------|--|
| <u>Planetary Information Processing Environment.</u> Allows ingestion, processing and serving of a large volume of images and sensor data in a fully automatic fashion and provides powerful scientific data visualization. Includes over 100 Data Ingestion Modules (DIM's) covering the vast majority of signals and sensors currently available – plus a new data type as specified by customer on order. Includes support for up to four (4) CPU's running on the same machine. - <u>Tuned for Space missions.</u> | 1 Complete Software Package - including High Level Search Browser and Interactive Data Browser. | \$97,000 | # Units | Disc. | Includes all software upgrades and 20 hours Remote Service and Support (not on site) for a period of one year from date of purchase. Includes remote installation support. |
| | | | 2 | 5% | |
| | | | 3-5 | 10% | |
| | | | 6 or more | 15% | |

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Item 3: Additional Data Ingestion Modules (DIM's) beyond basic package for WIPE or PIPE

| | | | | |
|--|--|-----------------|-----------------------|--|
| <p>Adds capability to your WIPE or PIPE server by enabling it to ingest additional types of signals and/or sensor data not covered by the 100+ basic ingestion modules already supported by the software and the capability delivered initially with the software.</p> | <p>Per Additional Module beyond those in the Basic WIPE or PIPE Package.</p> | <p>\$10,104</p> | <p>Not Applicable</p> | <p>Once an ingestion engine is added to WIPE, it will be incorporated into the normal WIPE distribution at no additional cost to current or future licensed users.</p> |
|--|--|-----------------|-----------------------|--|

Item 4: Additional CPU Support

| | | | | | |
|--|---|----------------|------------------|--------------|---|
| <p>Scale up your WIPE or PIPE server to support as many CPU's as necessary to deliver the data ingestion and data access required by your organization.</p> <p>Includes an MSHELL engine and installation.</p> | <p>Per additional internal or external CPU (Includes multi-core processors) beyond the 4 internal CPU's supported by the basic WIPE or PIPE system.</p> | <p>\$6,790</p> | <p># Units</p> | <p>Disc.</p> | <p>If ordered at the time of initial WIPE or PIPE server, take an additional 20% discount for each CPU - beyond the maximum 4 CPU's (internal) covered by the original installation.-</p> |
| | | | <p>2</p> | <p>10%</p> | |
| | | | <p>3-5</p> | <p>15%</p> | |
| | | | <p>6 or more</p> | <p>20%</p> | |

Item 5: WIPE or PIPE Upgrade Option

| | | | | | |
|---|---------------------|-----------------|------------------|--------------|---|
| <p>ACT routinely upgrades WIPE and PIPE with new capabilities. Approximately once a year an upgraded version is created and customers are offered the option of upgrading. Includes remote installation, configuration and testing.</p> | <p>Per Delivery</p> | <p>\$17,460</p> | <p># Units</p> | <p>Disc.</p> | <p>Upgrades during year one are included in initial purchase. This item applies after the initial one year period of ownership.</p> |
| | | | <p>2</p> | <p>10%</p> | |
| | | | <p>3-5</p> | <p>15%</p> | |
| | | | <p>6 or more</p> | <p>20%</p> | |

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Item 6: On-Site Service and Support

| | | | | |
|--|--------------------------|---------------|-----------------------|--|
| <p>Receive support and have repairs handled on-site by ACT Software Engineers. Service does not include out-of-pocket expenses to travel to client location.</p> | <p>Per Hour of Labor</p> | <p>\$115.</p> | <p>Not Applicable</p> | <p>There is a minimum charge of 4 hours for the greater DC area, 8 hours for the rest of CONUS and 16 hours for all locations outside the continental U.S.</p> |
|--|--------------------------|---------------|-----------------------|--|

Item 7: 1 Year Remote Service and Support Package for any ACT Product

| | | | | |
|--|--------------------|----------------|-----------------------|---|
| <p>A block of 30 hours remote support to be used as the customer requires.</p> | <p>Per Package</p> | <p>\$3,000</p> | <p>Not Applicable</p> | <p>This package is for those who require additional support beyond the initial hours of free remote support that comes with the product purchase. Valid for a period of 1 year and can only be used on products under the initial license or with a current Upgrade option.</p> |
|--|--------------------|----------------|-----------------------|---|

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Item 8: ACT-REACT™ Individual User License

| | | | | | |
|--|------------------------------------|----------------|------------------------------|----------------------------|--|
| <p>ACT-REACT™ (Rapid Environmental Assessment Composition Tools) is a cutting-edge analytic and fusion center workbench for geospatial analysis and decision support that can drastically enhance productivity.</p> | <p>Per Individual User License</p> | <p>\$6,790</p> | <p># Individual Licenses</p> | <p>Disc.</p> | <p>Includes all upgrades for 1 year from the date of purchase and up to 3 hours of remote service for a period of 30 days from activation.</p> |
| | | | <p>2-20</p> | <p>1% for each license</p> | |
| | | | <p>>20</p> | <p>20%</p> | |

Item 9: 1 Year ACT-REACT™ Software Upgrade Option

| | | | | | |
|---|---------------------|---------------|----------------|--------------|--|
| <p>Covers unlimited software upgrades to ACT-REACT for a period of 12 months.</p> | <p>Per Delivery</p> | <p>\$1222</p> | <p># Units</p> | <p>Disc.</p> | <p>Upgrades during year one are included in initial purchase. This item applies after the initial one year period of ownership</p> |
| | | | <p>5</p> | <p>5%</p> | |
| | | | <p>6-20</p> | <p>10%</p> | |
| | | | <p>>20</p> | <p>20%</p> | |

Item 10: ACT-REACT Optimization Package

| | | | | |
|--|-----------------------------------|---------------|-----------------------|--|
| <p>This includes REACT-Services Software which enables REACT to spawn up to N (Where N = Number of Core Processor Licenses Purchased) MSHELL engines during the execution of workflows – enabling users to fully exploit multi-core/multi-processor machines and external processor capacity. ACT-REACT can interface with multiple machines running ACT-REACT-Services in a Local Area Network. This enables cluster and grid computing across multiples CPU boxes including support for clusters of different OS's including Windows, MAC and LINUX.</p> | <p>Per Core processor License</p> | <p>\$900.</p> | <p>Not Applicable</p> | |
|--|-----------------------------------|---------------|-----------------------|--|

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Item 11: MSHELL Software Package

| | | | | | |
|--|-------------|---------|-------|-------|---|
| Image Processing Interpreter Language that offers database connectivity and has a high level syntax. | Per Package | \$1,940 | # | Disc. | Includes all upgrades for a period of 1 year and 3 hours of remote service for a period of 30 days from date of activation. |
| | | | Units | | |
| | | | 5 | 5% | |
| | | | 6-20 | 10% | |
| > 20 | 20% | | | | |

Item 12: MSHELL 1 Year Upgrade Option

| | | | | | |
|---|------------------|-------|-------|-------|---|
| Covers unlimited software upgrades to MSHELL for a period of 12 months. | Per Subscription | \$350 | # | Disc. | Upgrades during year one are included in initial purchase. This item applies after the initial one year period of ownership |
| | | | Units | | |
| | | | 5 | 5% | |
| | | | 6-20 | 10% | |
| > 20 | 20% | | | | |

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact erick Malaret at (703) 742-0294, FAX: (703) 742-0358 or email at: malaret@actgate.com.

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GSA Contract Number: GS-35F-0263N

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

| MODEL NUMBER/PART NUMBER | *SPECIAL BPA DISCOUNT/PRICE |
|--------------------------|-----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|-------------|----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

| OFFICE | POINT OF CONTACT |
|--------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

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- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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