

**AUTHORIZED  
INFORMATION TECHNOLOGY  
SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY  
SERVICES**

**FSC Group 70  
Special Item No. 132-51- IT Professional Services  
Special Item No. 132-52 - Electronic Commerce Services**

**INTERIOR SYSTEMS, INC.  
dba**

**ISI Professional Services  
GENERAL SERVICES ADMINISTRATION**

**Contract Number: GS-35F-4412G**

**Contract Period: February 13, 1997 to February 10, 2012  
Pricelist current through Modification No. PO-0001 dated May 31, 2005**

**ISI is a Service-Disabled Veteran-Owned Small Business (SDVOSB)  
and a graduate of the Small Business Administration's 8(a) program.**

**1201 15<sup>th</sup> Street, N.W.  
Suite 200  
Washington, D.C. 20005  
(202) 393-1515  
(202) 393-0630 (fax)  
[www.isiwdc.com](http://www.isiwdc.com)**



**Advantage!®**

[www.gsaadvantage.gov](http://www.gsaadvantage.gov)

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

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## Information Technology Services Offered

Interior Systems, Inc. (ISI) offers a full range of Information Technology (IT) and systems integration services to meet the needs of Federal agencies and managers. ISI intends to satisfy user requirements within this Federal Supply Schedule by using “Contractor Team Arrangements” (see FAR 9.6) if required. Orders under a team arrangement are subject to terms and conditions of the Federal Supply contract. Team arrangements combined with the Federal Supply Schedule Program provide Federal customers a powerful commercial acquisition strategy.

Our services can be customized to address specific IT service requirements within a systems integration framework. ISI has developed the service offerings into the following areas:

### **SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

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

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

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

### **SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES**

FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services
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**INFORMATION FOR ORDERING ACTIVITIES  
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 Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

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

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

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

Interior Systems, Inc.  
1201 15<sup>th</sup> Street, NW  
Suite 200  
Washington, D.C. 20005  
(202) 393-1515  
(202) 393-0630 (fax)

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

(202) 393-1515

**3. LIABILITY FOR INJURY OR DAMAGE**

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

**4. 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- 55-617-0926
- Block 30: Type of Contractor – B. Other Small Business
- Block 31: Woman-Owned Small Business - NO
- Block 36: Contractor's Taxpayer Identification Number (TIN) - #521748961

- 4a. Cage Code: 0ZVV4
- 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)
<u>132-51</u>	<u>30 Days</u>
<u>132-52</u>	<u>30 Days</u>

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

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

**a. Prompt Payment:** 2% discount for payment in less than 10 days, 1 1/4% discount for payment in less than 20 days, and 1% discount for payment in less than 30 days from receipt of invoice or date of acceptance, whichever is later.

**b. Quantity:** None.

**c. Dollar Volume:**

- Over \$3,000,000 - 2% discount
- Over \$2,000,000 – 1 1/4% discount
- Over \$1,000,000 - 1% discount

**d. Government Educational Institutions:**  % discount for Government Educational Institutions.

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

**9. Statement Concerning Availability of Export Packing:** Not applicable as this is a services contract. All company personnel providing services are based in the U.S.

**10. Small Requirements.** The minimum dollar value of orders to be issued is \$100.00.

**11. Maximum Order.** All dollar amounts are exclusive of any discount for prompt payment. The maximum dollar value per order is \$500,000 for all IT Services.

## **12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

## **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION**

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

### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS**

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

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

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52-214-4).

**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.gsadvantage.gov/>.

**17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

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

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and

capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

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

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

## **19. OVERSEAS ACTIVITIES**

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

Not Applicable

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

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

### **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:

<http://www.envoyworldwide.com>.

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

### **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES**

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

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

(b) The following statement:

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

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

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

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

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

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

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

and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

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

**27. ADVANCE PAYMENTS**

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

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

### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT 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.

#### **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

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

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

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

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

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

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

#### **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – 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 (OCT 2008) (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 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

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

## 16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

### **Systems Integration Engineer (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience with the integration of multi-vendor software and hardware components in Client/Server, LAN and WAN environments. Requires competence in all phases of software and hardware implementation, analysis techniques, concepts and methods; in addition to knowledge of available features, hardware/software compatibility, network architecture and project management practices.

**Functional Responsibility:** Performs detailed analysis; develops alternative solutions; designs technical and business solutions; conducts feasibility studies; develops implementation plans; performs project management and implementation tasks; conducts testing and insures results.

**Minimum Education:** Bachelors Degree in Computer Science

### **Telecommunications Analyst (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience which applies to telecommunications analysis and design techniques for complex telecommunications networks. Requires competence in all phases of telecommunications analysis techniques, concepts and methods; in addition to knowledge of available hardware, software, devices, architecture and management practices.

**Functional Responsibility:** Performs detailed analysis; develops alternative solutions; design of technical and business solution; conducts feasibility studies; develops implementation plans; performs project management; performs implementation tasks; conducts testing and insures results.

**Minimum Education:** Bachelors Degree in Computer Science or Electrical Engineering

**Minimum Education:** Bachelors Degree in Computer Science or Electrical Engineering

### **Telecommunications Technician (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience which applies to telecommunications preparation and implementation techniques for complex telecommunications networks. Requires competence in all phases of telecommunications installation techniques, concepts and methods; in addition to knowledge of available hardware, software, devices, architecture and management practices.

**Functional Responsibility:** Performs installation activities; resolves technical problems; develops implementation plans; performs project management; performs implementation tasks; conducts testing and insures results.

**Minimum Education:** Bachelors Degree in Computer Science or Electrical Engineering

**Business Analyst (Level 3)**

**Minimum/General Experience:** Seven (7) years of overall experience which applies to the infrastructure and architecture of complex business systems. Requires competence in all phases of systems analysis techniques, concepts and methods; in addition to knowledge of finance, organization, process engineering and management practices.

**Functional Responsibility:** Performs detailed analysis; develops alternative solutions; designs business solution; conducts feasibility studies; develops implementation plans; performs project management; performs implementation tasks; conducts testing and insures results.

**Minimum Education:** Bachelors Degree in Business, Finance, or Accounting

**Systems Programmer (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience which applies to operating systems and configuration analysis and design techniques for complex computer systems. Requires competence in all phases of operating systems analysis techniques, concepts and methods; in addition to knowledge of available hardware, software, devices, architecture and management practices.

**Functional Responsibility:** Performs detailed analysis; develops alternative solutions; designs of technical and business solution; conducts feasibility studies; develops implementation plans; performs project management; performs implementation tasks; conducts testing and insures results.

**Minimum Education:** Bachelors Degree in Computer Science

**Facilities Manager (Level 3)**

**Minimum/General Experience:** Seven (7) years of overall experience which applies the management of business and technical operating building facilities. Requires competence in all phases of building management techniques, concepts and methods; in addition to knowledge of electrical and mechanical systems, security, maintenance and management practices.

**Functional Responsibility:** Coordinates building services; negotiates and reviews building contracts; develops implementation plans; performs project management; performs implementation tasks; conducts testing and insures results.

**Minimum Education:** Bachelors Degree in Business, Electrical Engineering, or Mechanical Engineering

**Data Management Analyst (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience which to the analysis and design techniques for complex data management and database systems. Requires competence in all phases of systems analysis techniques, concepts and methods; in addition to knowledge of available hardware, software, devices, architecture and management practices. Systems include microfilm, microfiche, optical storage, imaging, data warehousing, and database.

**Functional Responsibility:** Performs detailed analysis; develops alternative solutions; designs technical and business solution; conducts feasibility studies; develops implementation plans; performs project management; performs implementation tasks; conducts testing and insures results.

**Minimum Education:** Bachelors Degree in Computer Science

**Data Center Manager (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience in managing a multi-shift computer systems data center. Requires competence in all phases of operational management, concepts and methods; in addition to knowledge of available hardware, software, devices, configurations, infrastructure and management practices.

**Functional Responsibility:** Performs detailed analysis; develops alternative solutions; designs technical and operational procedures; resolves escalated technical problems; develops implementation plans; performs project management; performs implementation tasks; conducts reviews and insures results.

**Minimum Education:** Bachelors Degree in Computer Science

**Data Center Shift Supervisor (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience supervising a data center computer operations shift in the processing of information on complex computer systems. Requires competence in all phases of systems operations techniques, concepts and methods; in addition to knowledge of available hardware, software, devices, configuration architecture and management practices.

**Functional Responsibility:** Performs shift scheduling; develops operational procedures; conducts/Supervises operator training; resolves operational problems; performs project management; performs implementation tasks; conducts reviews and insures results.

**Minimum Education:** Bachelors Degree in Computer Science

**Computer Operator (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience operating complex computer systems. Monitor and control system resources and throughput in accordance with established routines to service users, ensure online system availability, and ensure the proper completion of batch production workload. At times, perform modification of controls to change sequence of job flows to continue operating when individual jobs or equipment components fail.

**Functional Responsibility:**

- Monitor and control systems to ensure resources are allocated in the standard configurations, and appropriate actions are taken in a timely and accurate manner.
- Determine system configurations and operating instructions, and continuously monitor operations of the system, reporting any deviations from the standard schedule or failures.
- Answer telephone and respond to user inquiries and requests, immediately referring more complex issues or problems to senior personnel.
- Assist senior technical personnel in problem determination and resolution process, escalating to the appropriate support level in accordance with established escalation procedures.
- Log and record all applications, software and equipment failures.
- Become familiar with, and obtain a working knowledge of, production schedules and system availability to ensure adherence and ascertain impact of outages.

**Minimum Education:** Bachelors Degree in Computer Science

### **Data Entry Specialist (Level 3)**

**Minimum/General Experience:** Seven (7) years of technical experience in performing data entry and preparation for use in computer systems. Requires competence in all phases of data entry techniques, concepts and methods; in addition to knowledge of available hardware, software, devices, and processes.

**Functional Responsibility:** Performs data entry activities; performs data corrections and editing; conducts validation and insures results.

**Minimum Education:** High School

### **Director of Operations and Delivery**

**Minimum/General Experience:** Two (2) to four (4) years of management experience in medium-to-large-scale data processing shops. Experience as a System Development Manager, System Programming Manager, Technical Support Manager, Operations Manager or Decision Support Manager is a definite plus. Project leadership experience is desirable. The position requires sound knowledge of all aspects of Computer Operations, computer equipment and personnel capabilities, processing costs and their significance, scheduling, supervising multiple task production work and sound experience in managing Computer Operations and Technical Support personnel. Displays a broad understanding of general business and management practices, computer system design techniques and controls, and computer operations procedures and techniques required to support and effectively utilize personnel and equipment resources.

**Functional Responsibility:** Coordinates the efforts of, and provides long-range direction for, the activities of the Computer Operations group, the Quality Assurance group, and the Technical Support group in a Unisys environment. Approves operating budgets, new and replacement staff positions, department expenditures, and department training. Responsible for evaluation of the subsequent procurement of computer hardware and software for Corporate Headquarters and all divisions. Typical functions include:

- Author long-range plans for the activities of Computer Operations, Quality Assurance, and Technical Support.
- Approve the purchase, rent, lease, license, or other acquisition from outside sources of computer systems, communications systems, and office systems, hardware, software, or services to meet the needs of the company in accordance with established corporate policies.
- Approve changes in data processing, communication, or office system equipment so that expenses are minimized while ensuring reliable and timely service delivery.
- Monitor the security of data processed to ensure the integrity and reliability of computerized information systems, communications systems and office systems.
- Review proposed systems and recommend appropriate action.
- Maintain effective communication with all operating and staff organizations to ensure that their information systems needs are met.
- Exercise administrative control over the personnel assigned to the department.
- Direct the continuous improvement of the IS staff, equipment, and procedures to meet the changing business needs of the client.
- Author/approve New Year operating and capital budgets.
- Stay current on computer technological advancements and approve recommendations to

employ new technology.

**Minimum Education:** Bachelors Degree in Computer Science or related discipline

### **Data Center Manager**

**Minimum/General Experience:** Ten (10) years' management experience in a medium-to-large-scale data processing shop. Project Management with a strong working knowledge of the design, programming, and maintenance of computer hardware and software. Understands all aspects of relocating a data center. This includes a sound knowledge of all aspects of Computer Operations and experience in managing Computer Operations and Technical Support personnel.

**Functional Responsibility:** Responsible for all physical Data Center relocation activities particular to a Unisys environment including analysis of the current operating environment, telecommunications environment, Help Desk environment, and application environment; floor planning requirements; working directly with the General Contractor to refine the requirements to an appropriate level of detail and oversee the build-out, assuring that the requirements are being met; negotiating any change of requirements with the appropriate group(s) to determine impacts to cost and schedules; seeking concurrence from the financial decision-maker responsible for the relocation project. Typical functions include:

- Author long-range plans for the activities of Computer Operations, Quality Assurance, and Technical Support.
- Work closely with hardware manufacturers, software providers, telecommunications providers, and other associated parties to insure a smooth transition from the existing to the new site.
- Work closely with General Contractors at both sites to insure a smooth shutdown of the existing facility and operational transition to the new one.
- Run the “shakedown” period of the new system to insure proper turnover to the correct operational environment.
- Handle all aspects of Computer Operations turnover, Application Operations turnover, Network Operations turnover, and Help Desk turnover from the old to the new facility.
- Approve the connectivity configurations for all aspects of the network to insure a timely cutover.
- Estimate personnel requirements in key support areas to insure smooth departmental transitions.
- Be involved in all aspects of the data center relocation, and approves all changes to the relocation project plan.

**Minimum Education:** Bachelors Degree in Computer Science or related discipline

### **Network Manager**

**Minimum/General Experience:** Ten (10) years management experience in medium-to-large-scale data networking environments. Project leadership experience is a must. Experience as a network technician with appropriate certifications in Novell, Microsoft, Cisco, or related hardware/software manufacturers is preferable. Requires sound knowledge of all aspects of network management and experience in managing network personnel throughout the activities related to data center/network relocation.

**Functional Responsibility:** Responsible for all physical network relocation activities including analysis of the current/future network operating environment, telecommunications environment, network Help Desk environment, and network application environment; floor planning requirements; working directly with the General Contractor to refine the requirements to an appropriate level of detail and oversee the build-out, assuring that the requirements are being met; negotiating any change of requirements with the appropriate group(s) to determine impacts to cost and schedules; and seeking concurrence from the financial decision-maker responsible for the relocation project. Typical functions include:

- Strategic planning for the network relocation, including project planning, scope, schedule and cost management.
- Manage network specialist relocation team.
- Work closely with hardware manufacturers, software providers, telecommunications providers, and other associated parties to insure a smooth transition from the existing to the new site.
- Work closely with General Contractors at both sites to insure a smooth shutdown of the existing facility and operational transition to the new one.
- Run the “shakedown” period of the new network to insure proper turnover to the correct operational environment.
- Handle all aspects of Network Operations turnover, Network Application Operations turnover, Network Help Desk turnover from the old to the new facility.
- Approve the connectivity configurations for all aspects of the network to insure a timely cutover.
- Estimate personnel requirements in key support areas to insure smooth departmental transitions.
- Be involved in all aspects of the data center network relocation, and approves all changes to the relocation project plan.

**Minimum Education:** Bachelors Degree in Computer Science

### **Unisys Data Center Manager**

**Minimum/General Experience:** Five (5) to ten (10) years management experience in a medium-to-large-scale data processing shop. Project leadership experience is desirable. Experience as a systems programmer or programmer/analyst is also desirable. Requires sound knowledge of all aspects of Computer Operations and sound experience in managing Computer Operations and Technical Support personnel. This includes a strong working knowledge of the design, programming, and maintenance of computer software and the establishment of software standards as well as computer hardware.

**Functional Responsibility:** Directs and manages the day-to-day scheduling and operation of computer processing production in a Unisys environment, and provides efficient, effective, and timely service to users. Meets and exceeds all service level commitments that have been measured and validated for application delivery and support. Manages all aspects of client Help Desk Operations, establishing guidelines for Severity 1, 2, and 3 conditions, and adhering to those guidelines. Directs and manages the technical support efforts which includes responsibility for all systems software, hardware, and database administration. Typical functions include:

- Manage the technical support of data administration, including the systems programmers that install and maintain systems software and hardware.
- Manage day and night operations of the data center and supervise the daily activities of the staff to ensure quality, accuracy and integrity of the systems maintained.
- Plan and define the objectives and framework within the data processing plans.
- Define the objectives and framework within the data processing department.
- Provide technical support relating to systems software and hardware.
- Evaluate new technical developments and recommends appropriate actions.
- Assess proposed systems and identifies impacts on current and planned resources.
- Assist in developing the organizational technology base in data processing to meet the client's needs.
- Establish standards for use of system software and hardware required, and maintains knowledge of the systems software and hardware to ensure optimal utilization of the system resources.
- Establish database-related standards and procedures.
- Establish the methodology for the control, security, and integrity of the data.
- Provide effective security for existing data and systems software to meet the organization's needs.
- Establish and monitor policies and procedures for the systems programming, operations, and security functions.
- Responsible for planning, monitoring, and reporting to management on data processing resources utilization and requirements, including personnel, equipment, and associated costs.
- Help Desk management for problem management for the MIS function.
- Assist users with inquiries about data processing systems and services.
- Assure timely follow-up on problems and user interface, along with performing problem tracking and reporting to management.

**Minimum Education:** Bachelors Degree in Computer Science or related discipline

### **Tape Librarian**

**Minimum/General Experience:** One (1) to two (2) years experience in a data processing environment. Requires basic knowledge of computer operations and the handling of computer tape, in addition to clerical aptitude with an emphasis on record keeping. Must have operating knowledge of the 10-key, tape cleaner, and CRT terminal.

**Functional Responsibility:** Security of the tape library and daily support for the operation of the computer room. Typical functions include:

- Maintain control of all incoming and outgoing computer tapes.
- Insure the proper pulling and scratching of computer tape.
- Maintain control of the addition of new tapes.
- Provide for the cleaning and evaluation of computer tapes.

- Fulfill administrative reporting requirements.
- Ensure that tapes are retained in accordance with expiration dates.

**Minimum Education:** High School diploma

### **Help Desk**

**Minimum/General Experience:** Requires understanding of data processing concepts and facilities as well as an understanding of data communications concepts and of the MIS department organization. Customer relations skills and analytical aptitudes are necessary. Teleprocessing background is helpful.

**Functional Responsibility:** Assist and interpret user problems and initiate the appropriate action for their resolution. Typical functions include:

- Review all teleprocessing reports to check upon their successful completion.
- Assist in the daily function of the data processing department.
- Assist in the analysis, monitoring, and reporting of problem data using problem-tracking software.
- Fulfill administrative reporting requirements.
- Answer Help Desk phone and resolve problems or assign to the appropriate MIS personnel for problem resolution.

**Minimum Education:** High School diploma

### **Technical Writer/Work Flow**

**Minimum/General Experience:** Five (5) to ten (10) years as an application programmer/ system analyst with specialized knowledge in systems documentation and work flow analysis. Requires knowledge of applications code and business processes, including the languages associated with the applications.

**Functional Responsibility:** Responsible for senior system analyst activities, with a focus on developing documentation, and process workflows in strategic operational areas. This documentation is critical for data capture and cross training purposes. Typical functions include:

- Review proposed application enhancements and their potential impact on current operation.
- Plan for and ensure the training and development of client personnel.
- Work closely with the Operations and Application management teams.

**Minimum Education:** A college degree or its equivalent is required

### **Systems Specialist**

**Minimum/General Experience:** Four (4) to six (6) years in data processing with at least 2 to 3 years experience as a systems programmer. Requires a fundamental knowledge of the Unisys operation systems(s) environment, specifically, MCP. Should have knowledge of all appropriate programming languages, modifications, etc., and third-party software packages used by BIA.

**Functional Responsibility:** Implement and maintain the Unisys operating system, and supervise the activities of systems programmers reporting to him/her. Typical functions include:

- Perform Unisys sysgens and/or I/O gens; apply maintenance to Unisys.
- Maintain program products under Unisys and debug Unisys software failures using SVC dumps, DAR dumps or stand-alone dumps.
- Code complex subroutines using SMF exits, JES2 exits, etc.
- Install and test support programs and analysis tools.
- Keep abreast of computer technology changes in hardware and software and make recommendations to management on how the company can benefit from these changes.
- Notify supervisor when resource utilization threatens performance guidelines.

**Minimum Education:** A college degree or its equivalent is required

### **Project Logistics/Office Manager**

**Minimum/General Experience:** Ten (10) years IT experience working in a project environment with an emphasis on management skills. Must have advanced knowledge in MS Project and MS Office. Must have organizational skills and a comfort level with company standard management and quality documentation.

**Functional Responsibility:** Coordinate and maintain all project documentation associated with project underway. Standardize ad hoc management reports and insure all responsible areas are represented in the dissemination of project information. Serve as the central contact point for project on client site. Typical functions include:

- Check accuracy, print quality, and completeness of output.
- Investigate causes of discrepancies or inaccuracies in input or output, and notify supervisor.
- Maintain inventory levels of data processing computer supplies.
- Notify affected departments of delays in scheduled output or inaccuracies of input.
- Notify supervisor of any abnormally terminated job.
- Maintain logs of reports sent to users.

**Minimum Education:** High School diploma

### **Network Specialist, Senior**

**Minimum/General Experience:** Equivalent telecommunications industry operational experience of 10-15 years. In addition, 5 to 6 years in network/telecommunications analysis, design and implementation, and holding certificates on contemporary network platforms (Novell, Microsoft, CISCO, etc.) and operating systems is advisable. Senior level Network Technologist able to address the complex and technical issues required in operating and relocating the networking components of a data center. Requires expertise in traditional systems programming and telecommunications systems management. Expertise in technology changes and methods for maximizing uptime in the network is also required.

### **Functional Responsibility:**

- Analyze and design network components.
- Coordinate with Network Relocation Manager in accomplishing assigned activities on time and in conjunction with the other relocation teams (Operations, and Applications).

- Document current processes and procedures.
- Train current and new personnel as required.
- Plan and schedule priorities for all projects and support functions.
- Evaluate hardware and software changes.

**Minimum Education:** Bachelors Degree in Computer Science or a related discipline

### **Applications Manager**

**Minimum/General Experience:** Fifteen (15) years of IT experience associated with applications maintenance and development. Must have very strong people and conflict control skills. Two (2) to four (4) years in data processing with one to two years experience in production control or quality control is necessary. Requires good communication and supervisory skills, and good knowledge of application systems.

**Functional Responsibility:** Directs the planning, scheduling, and quality control activities for the applications portfolio. Interacts with client on ad hoc requests. Typical functions include:

- Direct production support functions.
- Analyze production procedures and develops improved methods.
- Balance production schedules and optimize service to the user departments.
- Review and analyze production problems and initiate corrective action.
- Evaluate workloads to optimize the use of the computer.
- Ensure consistent quality output by authoring and enforcing quality control techniques.
- Arrange for the training and development of the quality control staff.

**Minimum Education:** A college degree or its equivalent

### **Computer Applications Specialist**

**Minimum/General Experience:** One (1) to five (5) years as an application programmer with specialized knowledge in the program languages associated with the application supported. Requires knowledge of applications code and the languages associated with the application.

**Functional Responsibility:** Maintain and/or develop specific code in support of client application needs. Create and maintain documentation associated with application. Assist clients in use of application. Responsible for corrective fixes and debugging of problems within application code when they arise. Typical functions include:

- Review proposed application enhancements and their potential impact on current operation.
- Accept and implement these application changes into the production environment, ensuring adequate documentation for proper control of the new applications.
- Manage data entry department resources to meet production application schedules.
- Plan for and ensure the training and development of client personnel.
- Ensure application security.

**Minimum Education:** College degree or its equivalent

### **Scheduler**

**Minimum/General Experience:** Two (2) years of college and two (2) years of experience as a computer operator, production control clerk or equivalent experience. Requires good communication skills and analytical ability. Must also perform clerical duties and possess a minimum knowledge of JCL; must know how to operate CRT terminal.

**Functional Responsibility:** Prepares daily, weekly, monthly processing schedules for the Unisys computer systems. Prepares and submits all jobs to be run for that schedule. Typical functions include:

- Prepare daily schedules for all shifts and review production results for accuracy of schedules.
- Maintain the computer operations documentation and rerun procedures.
- Assist in determining processing problems and initiate corrective action where the cause is related to scheduling or setup.
- Evaluate Unisys system workload statistics to determine trends and project impacts of trends on subsequent schedules.
- Notify supervisor of inadequate resources to complete schedules.
- Fulfill administrative reporting functions.

**Minimum Education:** High School diploma

## SIN 132-51 - Rate Table

<b>Commercial Job Title</b>	<b>GSA Price Straight Hourly Rate (unless noted)</b>
Systems Integration Engineer	\$ 62.48
Telecommunications Analyst	\$ 59.76
Telecommunications Technician	\$ 48.90
Business Analyst	\$ 62.48
Systems Programmer	\$ 62.48
Facilities Manager	\$ 54.32
Data Management Analyst	\$ 59.76
Data Center Manager	\$ 54.32
Data Center Shift Supervisor	\$ 49.86
Help Desk	\$ 54.86
Computer Operator	\$ 38.02
Data Entry Specialist	\$ 19.94
Director of Operations and Delivery	\$124.69
Data Center Relocation Manager	\$124.69
Network Relocation Manager	\$124.69
Unisys Data Center Manager	\$103.90
Computer Operators	\$44.89
Tape Librarian	\$44.89
Help Desk	\$54.86
Schedulers	\$44.89
Tech Writers/Workflow	\$69.83
Systems Specialist	\$84.79
Project Logistics/Office Manager	\$84.79
Network Specialist Sr.	\$189.53
Applications Manager	\$99.75
Computer (Application) Specialists	\$69.83
<b>Architecture Planning Services</b>	
Information Systems Planning/Architecture Implementation	\$ 121.91
ISP/A – Executive Level Training	\$ 252.15 (per day/ per participant)
ISP/A – Management Level Training	\$ 252.15 (per day/ per participant)
ISP/A – Implementation Level Training	\$252.15 (per day/ per participant)
<b>Performance Measurement Services</b>	
Establishing a Performance Improvement Program	\$ 121.91
Measuring Contribution of IT Investments	\$121.91
Establishing IT Risk Assessment Programs	\$ 121.91
Planning Complex Project Implementations	\$ 121.91
ITMRA – Executive Level Training	\$ 252.15 (per day/ per participant)

ITMRA – Management Level Training	\$ 252.15 (per day/ per participant)
<b>Systems Delivery Services</b>	
Business Requirements Definitions	\$ 138.54
Data Modeling	\$ 77.59
Standards Development	\$ 77.59
Business Case Justification	\$ 105.30
Functional Design	\$ 105.30
Human Interface Design	\$ 91.44
Performance Engineering	\$ 105.30
Network Design	\$ 105.30
Physical Data Base Design	\$ 91.44
Physical Data Base Performance Analysis and Tuning	\$ 105.30
Module Testing	\$ 91.44
Stress & Volume Testing	\$ 91.44
Systems & User Acceptance Testing	\$ 105.30
Release Planning	\$ 121.91
Environment/Configuration Management	\$ 105.30
Physical Systems Design	\$ 91.44
Programming	\$ 66.50
Functional Quality Assurance	\$ 91.44
Technical Quality Assurance	\$ 91.44
Systems Delivery Quality Assurance	\$ 91.44
Project/Program Planning and Direction	\$ 138.54
Project Estimation	\$ 138.54
Project Risk Analysis	\$ 138.54
Documentation Configuration Management	\$ 44.33
Technical Writing	\$ 44.33
Project Administration	\$ 44.33
Definition of Training Requirements	\$ 105.30
Creation of Training Material	\$ 91.44
Delivery of Training Material	\$ 91.44
<b>Supplemental Hourly Rates</b>	
Personnel Category SD (ISI Senior Director)	\$ 161.22
Personnel Category D (ISI Director)	\$ 155.17
Personnel Category C7 (ISI Associate Director)	\$ 139.04
Personnel Category C6 (ISI Principal Consultant)	\$ 121.91
Personnel Category C5 (ISI Senior Consultant)	\$ 105.79
Personnel Category C4 (ISI Lead Consultant)	\$ 90.68
Personnel Category C3 (ISI Team Leader)	\$ 77.59
Personnel Category C2 (ISI Associate Consultant)	\$ 55.42
Personnel Category C1 (ISI Junior Consultant)	\$ 44.33
Personnel Category A (ISI Administrative)	\$ 38.28
Senior Director	\$ 209.57
Director	\$ 189.92
Senior Principal Consultant and Senior Principal Project Manager	\$ 170.28
Principal Consultant and Principal Project Manager	\$ 137.54
Staff Consultant and Senior Project Manager	\$ 121.16
Senior Consultant and Project Manager	\$ 104.79
Consultant and Senior Hardware Analyst	\$ 98.23
Associate Consultant and Hardware Analyst	\$ 72.04

Junior Consultant	\$ 62.87
Administrative	\$ 49.78

**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC-COMMERCE (EC)  
(SPECIAL IDENTIFICATION NUMBER 132-52)**

**1) SCOPE**

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

**2) PERFORMANCE INCENTIVES 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 the 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. 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 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.

**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-
- c) 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
- d) 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.
- e) 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.

**6) INSPECTION OF SERVICES**

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

**7) RESPONSIBILITIES OF THE CONTRACTOR**

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

**8) RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

**9) INDEPENDENT CONTRACTOR**

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

## **10) ORGANIZATIONAL CONFLICTS OF INTEREST**

### a) Definitions.

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

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

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

b) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11) INVOICES**

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

## **12) PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (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 (OCT 2008) (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) 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.

### **14) 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.

## **SIN 132-52 OFFER DESCRIPTION**

### **Varolii (Formerly EnvoyWorldWide, Inc.) Services**

#### **The Service**

This service consists of one-to-many communications services utilizing telephone, facsimile, email, pager, postal and other delivery methods which may be added from time to time, using the EnvoyWW platform, EnvoyWW software and Notification Types, EnvoyWW implementation services and associated functions, accessed via the Internet.

#### **The EnvoyXpress Communications Platform**

The EnvoyXpress Communications Platform consists of a carrier-class communications infrastructure, multi-modal delivery back end, real-time tracking capabilities and interactive, two-way response functionality. Government clients can access the EnvoyXpress Communications Platform in a variety of ways based on functionality needs, available technical resources, existing business processes, and budget.

#### **EnvoyProfiles**

EnvoyProfiles offers recipients a user interface (UI) to control where, when, how and which messages they receive, while offering senders the ability to establish pre-defined events that trigger automated notification. Essentially, EnvoyProfiles has evolved into an application that can be leveraged in a number of ways:

- **Recipient Subscription Model:** This is traditional EnvoyProfiles where the profiles are maintained by the recipients themselves.
- **Administrator Model:** The Administrators manage the members and use various filtering techniques to handle the profiling. Those techniques include User Identifiers, Organizations, Event Types, and Billing Plans.
- **Teams Model:** A Team is a list of people and a set of escalation rules that determine how to contact each team member. An administrator can create a Team, add members to the team, apply escalation rules to the team, and finally, trigger events to the team.

#### **EnvoyConnect**

EnvoyConnect is a suite of tools designed to help administrators independently set up, provision, and monitor large-scale outbound campaigns, while providing a high level of control over the process. Support for campaigns can be added to any existing EnvoyProfiles application or used as a standalone service. The suite includes calling windows, retry algorithms, enhanced tracking and reporting, stop, pause and resume controls and rich calling logic.

#### **EnvoyXpress API**

EnvoyXpress API is an XML-based, programmatic interface to the EnvoyXpress platform. The

flexible XML API can facilitate integration of EnvoyWorldWide's full messaging functionality into existing internal or external applications and can automate contact management and message delivery updates.

EnvoyProfiles and the EnvoyXpress API may be combined to add a set of messaging functionality where the API programmatically populates EnvoyProfiles. The API serves as a connector between a database (or any other enterprise application, including CRM systems) and the EnvoyProfiles profiling database for seamless member management. The API can also be used to trigger messages in EnvoyProfiles.

# Varolii (Formerly EnvoyWorldWide) Pricing

EnvoyWorldWide's pricing is broken down into four components:

- Annual license fee (access to the EnvoyXpress platform)
- Set-up fee (development, maintenance of notification types, integration)
- Messaging fee (cost for messages sent)
- Priority delivery fees (for messages that need to be delivered within very short or specific timeframes).

Line #	Part #	Item Description	Price
<b><u>EnvoyProfiles Package</u></b>			
1	EPP-LIC-01	<b>EnvoyProfiles License Fee-Annual <sup>1</sup></b>	\$19,585.80
2	EPP-SET-02	EnvoyProfiles Setup Fee-One Time	\$14,962.50
3	EPP-NOT-01	EnvoyProfiles Add'l Notification Types-Annual	\$972.00
4	EPP-NOT-02	EnvoyProfiles Add'l Notification Types Setup-One Time	\$2,493.75
5	EPP-CNT-01	EnvoyProfiles Add'l Customized Notification Types-Annual	\$945.00
6	EPP-CNT-02	EnvoyProfiles Add'l Customized Notification Types Setup-One Time	\$4,987.50
7	EPP-AAD-01	EnvoyProfiles Add'l Administrators-Annual Fee	\$1,944.00
8	EPP-AAR-01	EnvoyProfiles Add'l Recipients Block of 2,500 over initial 2,500-Annual Fee	\$3,888.00
9	EPP-AAR-01	EnvoyProfiles Add'l Recipients Block of 5,000 over 5,000 -Annual Fee	\$3,888.00
10	EPP-NTM-02	EnvoyProfiles Notification Type Modification-One Time	\$498.75
11	EPP-CRP-01	EnvoyProfiles Custom Report-One Time	\$1,944.00
<b><u>EnvoyConnect Package</u></b>			
12	ECP-LIC-01	<b>EnvoyConnect License Fee-Annual <sup>2</sup></b>	\$19,440.00
13	ECP-SET-02	EnvoyConnect Setup Fee-One Time	\$9,975.00
14	ECP-ACS-01	EnvoyConnect Add'l Campaign-Annual	\$972.00
15	ECP-ACS-02	EnvoyConnect Add'l Standard Campaign Setup-One Time	\$2,493.75
16	ECP-ACC-02	EnvoyConnect Add'l Complex Campaign Setup-One Time	\$4,987.50
17	ECP-AAD-01	EnvoyConnect Add'l Administrators-Annual Fee	\$1,890.00
18	ECP-CMS-02	EnvoyConnect Campaign Modification-One Time	\$498.75
19	ECP-CRP-02	EnvoyConnect Custom Report-One Time	\$1,995.00
<b><u>EnvoyXpressAPI Package</u></b>			
20	EXP-LIC-01	<b>EnvoyXpressAPI License Fee-Annual <sup>3</sup></b>	\$14,580.00
21	EXP-SET-02	EnvoyXpressAPI Setup Fee-One Time	\$14,962.50
22	EXP-NOT-01	EnvoyXpressAPI Add'l Notification Types-Annual	\$972.00
23	EXP-NOT-02	EnvoyXpressAPI Add'l Notification Types Setup-One Time	\$2,493.75
24	EXP-CNT-01	EnvoyXpressAPI Add'l Customized Notification Types-Annual	\$972.00
25	EXP-CNT-02	EnvoyXpressAPI Add'l Customized Notification Types Setup-One Time	\$4,987.50
26	EXP-AAD-01	EnvoyXpressAPI Add'l Administrators-Annual Fee	\$1,944.00
27	EXP-NTM-02	EnvoyXpressAPI Notification Type Modification-One Time	\$498.75
28	EXP-CRP-01	EnvoyXpressAPI Custom Report-One Time	\$1,944.00
<b><u>EnvoyProfiles/API Combo Package</u></b>			
29	EPA-LIC-01	<b>EnvoyProfiles License Fee-Annual <sup>4</sup></b>	\$24,300.00
30	EPA-SET-02	EnvoyProfiles Setup Fee-One Time	\$19,950.00
31	EPA-NOT-01	EnvoyProfiles Add'l Notification Types-Annual	\$972.00
32	EPA-NOT-02	EnvoyProfiles Add'l Notification Types Setup-One Time	\$2,493.75

33	EPA-CNT-01	EnvoyProfiles Add'l Customized Notification Types-Annual	\$972.00
34	EPA-CNT-02	EnvoyProfiles Add'l Customized Notification Types Setup-One Time	\$4,987.50
35	EPA-AAD-01	EnvoyProfiles Add'l Administrators-Annual Fee	\$1,944.00
36	EPA-SUB-01	EnvoyProfiles SubAdministrators - Annual Fee	\$97.20
37	EPA-NTM-02	EnvoyProfiles Notification Type Modification-One Time	\$498.75
38	EPA-CRP-01	EnvoyProfiles Custom Report-One Time	\$1,944.00

#### Optional Features

39	ADD-ESC-03	Escalation-Annual Fee	\$1,944.00
40	ADD-SRV-03	Survey-Annual Fee	\$1,944.00
41	ADD-MCQ-03	Multiple Choice Questions-Annual Fee	\$1,944.00
42	ADD-BRG-03	Call Bridging-Annual Fee	\$1,944.00
43	ADD-MSC-04	Message Center-Setup Fee	\$4,987.50
44	ADD-OBR-03	Customer Only Branding-Annual Fee	\$14,580.00
45	ADD-EDP-03	Enhanced Delivery Priority Enablement-Annual Fee	\$9,720.00

#### Business Continuity Packages

46	BCP-C3S-AN	<b>Business Continuity Package-C3 Starter Package-Annual Fee</b> <sup>5</sup>	\$10,692.00
47	BCP-STD-LI	<b>Business Continuity Package-Standard-License-Annual</b> <sup>6</sup>	\$19,440.00
48	BCP-STD-ST	Business Continuity Package-Standard-Setup-One time	\$4,987.50
49	BCP-PRO-LI	<b>Business Continuity Package-Professional-License-Annual</b> <sup>7</sup>	\$34,020.00
50	BCP-PRO-ST	Business Continuity Package-Professional-Setup-One time	\$4,987.50
51	BCP-ENT-LI	<b>Business Continuity Package-Enterprise-License-Annual</b> <sup>8</sup>	\$48,600.00
52	BCP-ENT-ST	Business Continuity Package-Enterprise-Setup-One time	\$9,975.00

#### Additional Recipients-Annual Fees

53	AAR-A5K-PS	Additional blocks of 5,000-Professional	\$2,430.00
54	AAR-A5K-ES	Additional blocks of 5,000-Enterprise	\$2,430.00
55	AAR-A5K-C3	Additional blocks of 50-C3 Starter	\$194.40

#### Enhanced Priority Delivery-Annual Fees

56	EPD-VCE-30	Delivery request per 100 block for 30 Min requirement - voice	\$340.20
57	EPD-VCE-15	Delivery request per 100 block for 15 Min requirement - voice	\$729.00
58	EPD-VCE-10	Delivery request per 100 block for 10 Min requirement - voice	\$1,458.00
59	EPD-VCE-05	Delivery request per 100 block for 5 Min requirement - voice	\$3,645.00
60	EPD-TXT-30	Delivery request per 100 block for 30 Min requirement - text	\$136.08
61	EPD-TXT-15	Delivery request per 100 block for 15 Min requirement - text	\$291.60
62	EPD-TXT-10	Delivery request per 100 block for 10 Min requirement - text	\$583.20
63	EPD-TXT-05	Delivery request per 100 block for 5 Min requirement - text	\$1,458.00

#### Messaging Fees

64	MSG-DPH-20	Domestic Phone per minute	\$0.19
65	MSG-DFX-21	Domestic Fax one page plus cover page	\$0.19
66	MSG-EML-50	Email priced for each 10K up to 100K	\$0.02
67	MSG-EML-50	Email priced per each 100K over 100K	\$0.08
68	MSG-DSM-22	Domestic SMS-each block one SMS Message	\$0.19
69	MSG-IPH-30	International Phone	\$0.37
70	MSG-IFX-31	Int'l Fax one page plus cover page	\$0.37
71	MSG-IML-30	Int'l Mobile	\$0.74
72	MSG-ISM-32	Int'l SMS-each block one SMS Message	\$0.29
73	MSG-RPH-40	ROW Phone per minute	\$0.96
74	MSG-RFX-41	ROW Fax one page plus cover page	\$0.96
75	MSG-RML-40	ROW Mobile	\$1.92

#### Technical Support

76	TSP-STD-01	Technical Support-Standard	N/C
77	TSP-PRM-05	Technical Support-Premium	\$17,955.00

78	TSP-SWE-09	Professional Services - Software Engineer Hourly Rate (Min 4 hours)	\$99.75
79	TSP-SSE -09	Professional Services - Senior Software Engineer Hourly Rate (Min 4 Hrs)	\$170.10
80	TSP-SWA-09	Professional Services - Software Architect Consult Hourly Rate (Min 4 hrs)	\$243.00

- 1 Includes access to network, 2 administrators, 2500 recipients, 3 notification types and standard Reports
- 2 Includes access to network, 2 administrators, 2 campaigns using default retry rules, standard Reports
- 3 Includes access to the API, 3 notification types, standard Reports and access to development server for testing
- 4 Includes access to the network and API, 2500 recipients, 3 notification types, 2 administrators, standard Reports

- 5 EnvoyProfiles based offering includes:
  - 50 recipients
  - First attempt delivery of 50 voice and 50 email within 5 minutes
  - First attempt delivery of 375 voice and email within 30 minutes
  - 5,000 voice and 5,000 email messages included per year

- 6 EnvoyProfiles based offering includes:
  - 500 Recipients
  - First attempt delivery of 100 voice and 100 email within 5 minutes
  - First attempt delivery of 750 voice and 750 email within 30 minutes
  - 2,000 voice and 2,000 email messages included per year

- 7 EnvoyProfiles based offering includes:
  - 5,000 Recipients
  - First attempt delivery of 200 voice and 200 email within 5 minutes
  - First attempt delivery of 1,500 voice and 1,500 email within 30 minutes
  - 10,000 voice and 10,000 email messages included per year

- 8 EnvoyProfiles based offering includes:
  - 10,000 Recipients
  - First attempt delivery of 400 voice and 400 email within 5 minutes
  - First attempt delivery of 3,000 voice and 3,000 email within 30 minutes
  - 20,000 voice and 20,000 email messages included per year

# Varolii (Formerly EnvoyWorldWide) Terms & Conditions

## CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS

### 1. SCOPE OF AGREEMENT

This Agreement covers one-to-many communications services utilizing telephone, facsimile, e-mail, pager, and other delivery methods which may be added from time to time, using the Contractor platform Contractor software and Notification Types, Contractor implementation services and associated functions, accessed via the Internet, is described in the Statement of Work (collectively the "Service. Contractor may add additional features and functionality ("Additional Service") to the Service (see Exhibit A). Such changes shall be effective immediately upon posting to the Service. Customer may chose, at its option, to use such Additional Services, and if so shall be charged for such use based on the price provided.

### 2. IMPLEMENTATION OF THE SERVICE

2.1 Contractor and Government agree to make their reasonable best efforts to complete the implementation of the Service, pursuant to the Statement of Work

2.2 Terms and Conditions –Commercial Items (FAR 52.212-4)(Ct 2003) (tailored)

(a) *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 supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its - acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered but not longer than 10 days after delivery; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Excusable delays.* The Contractor shall be liable for default based on the terms of non-performance unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(e) *Patent indemnity.* Subject to the provisions of Section 5.6 hereof, the Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United

States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(g) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(h) *Limitation of liability.* The Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(i) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

### 3. USE OF THE SERVICE

Government agrees to utilize the Service in accordance with this Agreement, Exhibit A including the Terms of Use. Government acknowledges that Contractor has the authority to disable or modify the access of any user of the Service in Contractor's sole discretion if such user is not adhering to the terms of this Agreement, Exhibits, and/or Contractor's Terms of Use. Government shall not copy, transfer, create derivative works of, or otherwise reproduce the Service, whether for redistribution, lease, assignment, or license to any third party or for any other purposes, except in connection with the uses expressly permitted by this Agreement. Government shall not decompile or otherwise reverse engineer the Contractor software, Notification Types or Contractor IP or in any other manner attempt to obtain Contractor proprietary database structure, indices, computer programs, and programming techniques.

### 4. OWNERSHIP

4.1 Government acknowledges that Contractor and its licensors retain ownership of any intellectual property rights related to the delivery of the Service including, but not limited to, Contractor Notification Types, Custom Notification Types, Contractor API, trademarks, and service mark ("Contractor IP"). The Deliverables hereunder are Commercial Computer Software and may be marked with Contractors standard commercial markings. Contractor shall be the exclusive owner (including, without limitation owner of copyrights therein) of the Service and Contractor IP, its components and derivatives. As used in this Agreement, "Notification Type" shall mean the software objects and methods used to (i) define the order of assembly and to execute the assembly of message elements determined by predefined message formats which are used in conjunction with variables, fixed text, speech and logos and (ii) define and determinate the execution of events including but not limited to escalation rules, calling rules and determination of recipients.

4.2 The Government acknowledges receipt of notice that the Service Documentation were developed at private expense and that no part of any of them is in the public domain. The Government acknowledges Contractor's representation that the Product is "Restricted Computer Software" as defined in clause 52.227-19 of the Federal Acquisition Regulations (the "FAR" and is "Commercial Computer Software" as defined in Subpart 227.471 of the Department of Defense Federal Acquisition Regulation Supplement (the "DFARS"). The Government agrees that (i) if the software is supplied to the Department of Defense, the software is classified as "Commercial Computer Software" and that the Government is acquiring only "Restricted Rights" in the software and its documentation as that term is defined in Clause 252.227-7013(c)(1) of the DFARS and (ii) if the software is supplied to any unit or agency of the Government other than the Department of Defense, then notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, the computer software and accompanying documentation, the rights of the Government regarding its use, reproduction and disclosure are as set forth

in Clause 52.227-19(c)(2) of the FAR. In addition all data is submitted with limited rights under applicable Government Contract and under FAR 52.227-14. The data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the agency of Government procuring the data or for purposes beyond the Service; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: backup and archival reasons.

## 5. WARRANTIES & LIMITATION OF LIABILITY

- 5.1 Warranty. Contractor warrants to Government that to its knowledge it owns or has a valid license for all rights and title to the Service or is otherwise authorized to grant to Government the rights herein.
- 5.2 Limitation of Warranties. Except as expressly set forth in Section 5.1 hereof and Exhibit A, Section I.C., Contractor MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND CONCERNING THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.
- 5.3 Limitation of Liability. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR (IN THE AGGREGATE) ANY LIABILITY WHATSOEVER IN CONNECTION WITH THIS AGREEMENT TOTAL AMOUNTS PAID TO CONTRACTOR UNDER THE AGREEMENT FOR THE 12 MONTHS PRECEDING THE CLAIM.
- 5.4 High Risk Activities. THE SERVICE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE IN HAZARDOUS CIRCUMSTANCES REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO, USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, OR IN ANY CASE IN WHICH THE FAILURE OF THE SERVICE COULD CAUSE DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, AND ANY SUCH USE SHALL BE AT GOVERNMENT'S SOLE RISK ("HIGH RISK ACTIVITIES"). IN ADDITION TO THE OTHER DISCLAIMERS AND LIMITATIONS CONTAINED WITHIN THIS AGREEMENT, CONTRACTOR AND ITS AFFILIATES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS, AND LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.
- 5.6 Patent Indemnification. (FAR 52-227-3) (tailored). Contractor agrees to defend, indemnify and hold Government, for losses, liabilities, damages and expenses, arising out of any claim for actual or alleged direct or contributory infringement of, or inducement to, infringe, any United States or foreign patent. This indemnity shall be Government's sole remedy in the event of an infringement of patent, copyright, or trade secret or any other intellectual property right of any third party by Contractor. Contractor's duty to indemnify Government shall not apply to the extent that such a claim is based on (a) unauthorized modifications to the Service if the Service without such modifications would not give rise to such claim, (b) representations, warranties or other statements made by Government but not specifically authorized by Contractor herein or otherwise in writing, including without limitation any violation of the terms of Use, (c) use of the Service in combination with any other products, services, applications or activities, if the use of the Service alone would not give rise to such claim, (d) use of the Service in a manner inconsistent with the Documentation or in a manner not authorized under this Agreement, (e) use or marketing of the Service in a manner inconsistent with any applicable law, rule or regulation, (f) the gross negligence, intentional act or willful misconduct of Government, or (g)

Government's material breach of its obligations or representations contained in this Agreement

## 6. CONFIDENTIALITY

### 6.1 Privacy or Security Safeguards (FAR 52.239-1) (Aug 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

6.2 All Confidential Information disclosed by either party to the other party during the Term of this Agreement, shall not be used by the receiving party (except in connection with the activities permitted by this Agreement), shall be maintained in confidence by the receiving party and shall not otherwise be disclosed by the receiving party to any other person, firm or agency, governmental or private, without the prior written consent of the disclosing party, except to the extent required to comply with applicable laws or governmental regulations. The obligation of confidentiality and non-disclosure shall not apply to such portion of the Confidential Information which (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party or its employees, representatives or agents; or (ii) becomes available to the receiving party on a non-confidential basis from a third party (unrelated to the receiving party) which is entitled to disclose it; or (iii) was known to the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the other party; or (iv) is independently developed by individuals without access to the Confidential Information. "Confidential Information" means information which the disclosing party desires to protect against unrestricted disclosure or competitive use by the receiving party and which is clearly identified as confidential to the receiving party, including, but not limited to, customers' names, telephone numbers, email addresses, identification numbers, account numbers and passwords. Confidential Information includes, without limitation, information concerning business methods, business plans, and customer information. Confidential Information may include proprietary or confidential information of third parties that have granted licenses to the disclosing party. Any breach of this provision would constitute irreparable harm, and either party shall be entitled to specific performance or injunctive relief to enforce this provision in addition to such remedies said party might otherwise be entitled to at law or in equity. Upon termination of this Agreement, the recipient of Confidential Information will promptly, either destroy all of the disclosing party's Confidential Information in its possession, including all copies and compilations thereof and provide an officer's certificate confirming its destruction, or, if requested by the disclosing party, return all of its Confidential Information, including all copies and compilations thereof.

## 8. EXPIRATION AND TERMINATION

### 8.1 Cancellation Under Multi-year Contracts (Oct 1997)(tailored)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule,

unless a later date is agreed to, if the Contracting Officer-

- (1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or
  - (2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.
- (b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.
- (c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation, to the extent not covered by payments already due or paid which shall not be refunded.
- (d) The cancellation charge will cover only-
- (1) Costs-
    - (i) Incurred by the Contractor and/or subcontractor;
    - (ii) Reasonably necessary for performance of the contract; and
    - (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and
  - (2) A reasonable profit or fee on the costs.
- (e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date-
- (1) Of notification of the nonavailability of funds; or
  - (2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.
- (f) The Contractor's claim may include-
- (1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;
  - (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
  - (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
  - (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.
- (g) The claim shall not include-
- (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
  - (2) Any cost already paid to the Contractor;
  - (3) Anticipated profit or unearned fee on the canceled work; or
  - (4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities

rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

- (h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.
- (i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

## 8. GENERAL PROVISIONS

8.1 Merger and Amendment. This Agreement, and exhibits hereto, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges, replaces and supercedes all prior communications, representations, documents, understandings, and agreements. It shall not be modified except by a subsequently dated written amendment to this Agreement signed by the duly authorized representatives of each party.

9.2 Survival. Notwithstanding anything else in this Agreement to the contrary, the parties agree that Sections 4, 5.4, and 6 shall survive the termination or expiration of this Agreement.

# SERVICES, OBLIGATIONS OF THE PARTIES & GENERAL AGREEMENTS

## I. SUPPORT/SERVICES

### A. Technical Support Programs

1. Standard Technical Support. Standard technical support is included in the standard package license fee.
2. Governments may submit any question or issue during normal business hours (between the hours of 8:00am and 6:00pm US Eastern Time, excluding Contractor employee holidays). Governments may submit any question, or issue to support@Contractor.com for Severity 1 issues will be handled 24 hours a day, 7 days a week and may be submitted to either [support@Contractor.com](mailto:support@Contractor.com) <<mailto:support@Contractor.com>> during normal business hours, or 781-482-2115, 24 hours a day, 7 days a week.
3. Definition of Severity Levels. Response time for support calls shall be based upon Contractor's determination of the following problem severity levels experienced by Government:-Severity 1: Defined as an event where Service is inaccessible and no procedural work around exists. Contractor will respond within thirty (30) minutes of notification of the problem. Goal to reduce severity level of problem is within sixty (60) minutes of notification.

Service Enhancements and Modifications. Should Government require assistance in implementing any Additional Service then Government may requisition this assistance from Contractor in accordance with the Price List. Contractor frequently updates, modifies, and otherwise seeks to improve or modify the Service Therefore, Contractor reserves the right to change or discontinue any aspect or feature of the Service, as it deems reasonably necessary and at its sole discretion. In such an event, Contractor shall use its reasonable commercial efforts to provide Government with a replacement that provides similar functionality. Such changes shall be effective immediately upon posting to the Service.

- B. Authorized Users. This Agreement permits Government and its employees to utilize the Service provided all users of the Service abide by the terms and conditions of this Agreement and the Terms of Use hereof.

### C. Service Levels.

1. Service SLA. Contractor will exercise commercially reasonable efforts to maintain 99.5% availability measured on a monthly basis, excluding scheduled maintenance of 240 minutes per month or less. Contractor will provide Government with a minimum forty-eight (48) hour notice of any anticipated maintenance requirements to those person(s) specified by Government in writing as the primary maintenance contact.
2. Priority Delivery SLA. Contractor will exercise commercially reasonable efforts to provide a Service delivery performance level in which the average first attempt delivery to every address specified in each job shall occur 98% of the time within sixty (60) minutes (heretofore 'Priority Delivery SLA ') of receipt of a complete job from the Government or Government's systems. Priority Delivery SLA shall only apply if the job size or size of a combination of jobs submitted within any Priority Delivery SLA period is less than the greater of (i) 1,000 delivery requests or (ii) as otherwise provided under **Price List**; and if there is no more than one Government job being executed on during the Priority Delivery SLA timeframe (e.g., during the 60 minute time frame) (heretofore collectively "Delivery Limit"). Government may select an enhanced attempted delivery service level of 2, 5, 10, 15, 20 or 30 minutes and/or may increase the Delivery Limit by notifying Contractor in writing, which shall also constitute an agreement to pay the additional annual Priority Delivery SLA commitment fees described in **Price List**, Sections 5 or 6 hereof as well as Enhanced SLA enablement license fee described in **Price List**. Enhanced Priority Delivery SLA commitments cannot be used by Government in support of third party initiated messages.

Such enhanced Priority Delivery SLA shall be in effect upon written acceptance by Contractor of Government's notice thereof, which acceptance shall not be unreasonably withheld or delayed. Contractor shall not be obligated to meet the Priority Delivery SLA for any jobs or combination of jobs that exceed the Delivery Limit.

3. Exclusions. Contractor is not responsible where there are: a) telecommunications failures resulting from or caused by Government or their Recipient's or any carriers or third party service providers network, equipment, or employees' or agents' actions or failures to act; (b) modifications to the Service not authorized in writing by Contractor; (c) use of the Service in combination with other products not specifically authorized in writing by Contractor; (d) use by Government in violation of the Agreement or its Exhibits; (d) events beyond Contractor's direct control and force majeure events; (e) events not specifically noted as Contractor responsibility in this Agreement; or (f) use of the Service in a manner inconsistent with the Documentation or in a manner not authorized under this Agreement or the Terms of Use.

4. Failure to meet Service SLA and/or Priority Delivery SLA. Should Contractor fail to meet either the Priority Delivery SLA and/or the Service SLA (and in the event of a Service SLA failure, when the failure to meet the Service SLA materially affects Government), as a result of its actions in any given month, then Contractor, as Government's exclusive remedy and Contractor's sole liability, shall at its discretion either: (i) add enough additional capacity by the end of the following month to remedy the failure or (ii) provide to Government an Incident Response summary, which includes a commercially reasonable plan that mitigate the possibility of similar future failures. In the event that Government selects an enhanced Priority Delivery SLA and Contractor fails to meet the delivery commitment of such enhanced Priority Delivery SLA, in addition to Government's exclusive remedy and Contractor's sole liability as described above, Contractor shall provide Government with deliveries at no charge equal to the number of missed deliveries under such enhanced Priority Delivery SLA..

## II. OBLIGATIONS

1. Database. Contractor shall store on Contractor's servers (i) if applicable, the address information on Government's customers using the Service, (ii) message history of the Service and (iii) transaction history of the Service; provided that such message history and transaction history shall be stored for a period of ninety (90) days from the date of its delivery unless otherwise agreed by the parties or required by law. Contractor may purge all address information relating to Government's customers that is not utilized for a period of twelve consecutive months.
  1. Information availability. Government shall provide such information as is necessary for Contractor to provide the Service.
  2. Support contact. Government will designate a support contact, and contact's information, responsible for communications with Contractor.
  3. Terms of Use. Government shall utilize the Service in accordance with the Terms of Use
  4. Problem escalation. Government will provide contact list for problem notification and escalation.
  5. Government Determination. Government will solely determine the use or application of the Service, as well as the manner, method, use or creation of the information used with the Service.
  6. Accuracy of Information. Nothing in this Agreement shall require Contractor to determine or validate the completeness or accuracy of any of the information required by this subsection B.
  7. Use of production environment. Once the implementation of the Service is completed, Government is responsible for submitting all jobs to the production environment. The development environment is to be used exclusively for testing Notification Types and new releases of the service.

## III. LIMITED LICENSE FOR MODIFICATION OF NOTIFICATION TYPES

Contractor will, upon request, provide to Government all of its standard Notification Types ("Contractor Notification Types" or "Notification Types") and/or, if applicable Contractor's API. Such Notification Types and the API shall at all times remain the property of Contractor and subject to Contractor's proprietary rights, as set forth in this Agreement. Contractor hereby grants to Government a royalty free, non-exclusive license to modify the Contractor Notification Types to make them consistent with the look and feel of the Government site and/or interface with Contractor's API ("API"); provided, however, that such license shall be solely for the purpose of integrating the Service with the Government Site and shall not include the right to modify in any way the logical flow, positioning or placement and size of the messaging transactions within the Contractor Notification Types. If Government opts for usage of a Custom Notification Type, Contractor and Government will work together to define, and Contractor will thereafter create and provide to Government such modified Notification Types.

## TERMS OF USE

All messages to be delivered by Government shall be in compliance with and subject to the terms of Contractor's standard Terms of Use below. Contractor reserves the right to change or modify these policies at any time to better protect our user's information.

### I. Terms of Use

A. Government and its End Users shall be advised of the following uses of the Service are unlawful or not allowed:

1. Use of the Service in connection with chain letters, junk e-mail, junk phone messages, junk faxes, spamming, or any duplicative or unsolicited messages (commercial or otherwise) or messages where the recipient is not known to the sender;

2. Harvest or otherwise collect information about others, including e-mail addresses, without their consent;
3. Create a false identity or forged e-mail, telephone, or facsimile address or header, or any other attempt to mislead others as to the identity of the sender or the origin of the message;
4. Transmit through the Service of unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic, or otherwise objectionable material of any kind or nature;
5. Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, or right of publicity;
6. Libel, defame, or slander any person, or infringe upon any person's privacy rights;
7. Transmit any material that contains viruses, trojan horses, worms, time bombs, cancel bots, or other harmful or deleterious programs;
8. Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service;
9. Violate any U.S. law with respect to child pornography or solicitation of minors for sex via the Internet;
10. Violate any applicable U.S. or state law regarding delivery of recorded voice messages by telephone.
11. Interference with or disrupt networks connected to the Service or violate of the regulations, policies, or procedures of such networks;
12. Attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service, through password mining or any other means;
13. Interfere with another user's use and enjoyment of the Service or another entity's use and enjoyment of similar services;
14. Telephone solicit of funds utilizing computer automated voice; or
15. Engage in any other activity that Contractor believes could subject it to criminal liability or civil penalty or judgment.
16. Violate the federal CAN\_SPAM Act of 2003 or any other anti-spam laws or regulations including without limitation all required "opt out" and "opt in" mechanisms and requirements, where applicable.

B. Contractor may monitor, edit, or disclose personal information of Government or recipients, including message contents, without Government or its recipients' prior permission, including without limitation as may be required or permitted by law: as may be necessarily incident to the rendition of the service; to an addressee or the intended recipient of Government's message or their agent; or with the lawful consent of Government or its recipient, or of the addressee or intended recipient of such message or communication; and if Contractor has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Contractor; (3) enforce this Agreement or protect Contractor's business or reputation, including without limitation upon termination, cancellation or suspension of this Agreement by Contractor; (4) respond to request for identification in connection with claim of copyright or trademark infringement by you or a claim by a third party that you are using the Service in connection with an infringing, illegal or improper activity; (5) act to protect against or prevent fraud, unauthorized transactions, claims or other liability, or (6) for required institutional risk control or resolving customer disputes or inquiries, or complaints, including from recipients or third parties, with respect to your use of the Service. Under U.S. law, there is an affirmative duty of service providers to the public to report to the Federal government's Cyber Tip Line knowledge of facts or circumstances of online child pornography. In the above events, Contractor, in its sole discretion, reserves rights of disclosure to others.

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

### **PREAMBLE**

ISI Professional Services provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### **COMMITMENT**

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

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