

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
INFORMATION TECHNOLOGY
(IT) SERVICES
SCHEDULE PRICE LIST**

FSC Group 70, Part I, Sections B & C
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

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

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PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132.51) AND ELECTRONIC COMMERCE (EC)
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Section 1. 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:

- **Network Planning and Management**
- **Computer Programming Services**
- **Prepackaged Software**
- **Computer Integrated Systems**
- **Computer Processing and Data Preparation**
- **Information Retrieval**
- **Computer Facility Management**
- **Computer Consulting**
- **Business Process Improvement**

1.1. Network Planning and Management

Services consist of design, specification, planning, procurement, and installation of voice and data platforms and components, including PBX systems, WANs, LANs, network control centers, automatic call distributors, and all related equipment and cabling.

1.2. Computer Programming Services

Programming services include the design, specification, development, testing, and documentation of systems and programs in mainframe and client/server or desktop platforms. Help Desk and maintenance is also included with this service.

1.3. Prepackaged Software

Perform studies, evaluations, recommendations, distribution, and technical support of packaged software products.

1.4. Computer Integrated Systems

Integration of multiple vendor products and software to provide practical solutions to business requirements. This service includes design, specification, development, testing, training, and documentation. The services may be performed both onsite and/or offsite on a turnkey basis.

1.5. Computer Processing and Data Preparation

Information and records preparation (data entry, scanning, optical reading) and processing inclusive of report generation and data distribution, for mainframe, midrange, minicomputer, client/server, or desktop platform applications.

1.6. Information Retrieval

Database development, maintenance, and data retrieval (hardcopy and/or electronic distribution) for mainframe, midrange, minicomputer, client/server, or desktop platform applications. This service also includes microfilm/microfiche processing and storage for viewing and hardcopy.

1.7. Computer Facility Management

Management and staffing of computer centers, remote printing facilities and mail automation facilities with full accountability for performance for mainframe, midrange, minicomputer, client server, or desktop systems. This includes the turnkey implementation of a facility.

1.8. Computer Consulting

Consulting services to assist clients in developing technical solutions to meet business requirements. Services are available for acquisition of new systems as well as the selection of Government off-the-shelf (GOTS) and commercial (COTS) to satisfy client requirements.

1.9. Business Process Improvement

Provide consulting technical services to assess, plan, and implement business process reengineering. ISI utilizes extensive knowledge of commercial best practices to develop transition plans to move from current operating environments into the planned target environment.

Section 2. ISI Labor Categories and Descriptions

2.1. 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

2.2. 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

2.3. 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

2.4. 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

2.5. 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

2.6. 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

2.7. 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

2.8. 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

2.9. 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

2.10. 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

2.11. 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

2.12. 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

2.13. 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

2.14. 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

2.15. 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

2.16. 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

2.17. 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

2.18. 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

2.19. 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

2.20. 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

2.21. 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

2.22. 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

2.23. 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

2.24. 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

Section 3. Rate Table

Commercial Job Title	GSA Price Straight Hourly Rate (unless noted)
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
Architecture Planning Services	
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)
Performance Measurement Services	
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)
Systems Delivery Services	
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
Supplemental Hourly Rates	
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

Section 4. EnvoyWorldWide, Inc. Services

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

Section 5. 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
<u>EnvoyProfiles Package</u>			
1	EPP-LIC-01	EnvoyProfiles License Fee-Annual ¹	\$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
<u>EnvoyConnect Package</u>			
12	ECP-LIC-01	EnvoyConnect License Fee-Annual ²	\$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
<u>EnvoyXpressAPI Package</u>			
20	EXP-LIC-01	EnvoyXpressAPI License Fee-Annual ³	\$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
<u>EnvoyProfiles/API Combo Package</u>			
29	EPA-LIC-01	EnvoyProfiles License Fee-Annual ⁴	\$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	Business Continuity Package-C3 Starter Package-Annual Fee ⁵	\$10,692.00
47	BCP-STD-LI	Business Continuity Package-Standard-License-Annual ⁶	\$19,440.00
48	BCP-STD-ST	Business Continuity Package-Standard-Setup-One time	\$4,987.50
49	BCP-PRO-LI	Business Continuity Package-Professional-License-Annual ⁷	\$34,020.00
50	BCP-PRO-ST	Business Continuity Package-Professional-Setup-One time	\$4,987.50
51	BCP-ENT-LI	Business Continuity Package-Enterprise-License-Annual ⁸	\$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

Section 6. 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

the parties agree that Sections 4, 5.4, and 6 shall survive the termination or expiration of this Agreement.

- (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,