



General Services Administration Federal Supply Service

Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software and Services

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

Special Item No. 132 - 8 Purchase of New Equipment	
FCS Class 7025	Input/Output and Storage Devices
Special Item No. 132-33 Perpetual Software Licenses	
FCS Class 7030	Information Technology Software - Microcomputer Application Software
Special Item No. 132-34 Maintenance of Software	
Special Item No. 132-51 Information Technology 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 D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified



Pricelist current through Modification #PO-0007 dated July 15, 2008.

Contractor:



OptiMetrics, Inc.

3115 Professional Drive
Ann Arbor, MI 48104-5131
(734) 973-1177, x 206
www.OptiMetrics.org

Contract No: GS-35F-0500K

Contract Period: 06/29/2000 – 06/28/2010



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INFORMATION FOR ORDERING OFFICES

SPECIAL NOTICE TO AGENCIES

Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage![™] on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage![™] and the Federal Supply Service Home Page (www.fss.gsa.gov) contains 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

The geographic scope of this contract is the 48 contiguous states, and the District of Columbia.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Mail orders should be sent to the following address:

OptiMetrics, Inc.
3115 Professional Drive
Ann Arbor, Michigan 48104
Attn: Contract Administrator
(734) 973-1177 x209

Electronic-mail orders should be directed to:

gsa@OptiMetrics.org

Facsimile orders should be directed to:

OptiMetrics, Inc.
Attn: Contract Administrator
(734) 973-1199

Payment address:

OptiMetrics, Inc.
3115 Professional Drive
Ann Arbor, Michigan 48104
Attn: Accounts Receivable
(734) 973-1177 x218

As indicated on the invoice, Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders.

Government Purchase Cards will be accepted for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(734) 973-1177 x221 or x206

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 09-911-6618

Block 30: Type of Contractor: B. Other Small Business

Block 31: Woman-Owned Small Business: No

Block 36: Contractor's Taxpayer Identification Number (TIN): 38-2253815

4a. CAGE Code: 9R604

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)
132-8	Seven days
132-33	Seven days
132-34	Seven days
132-51	As negotiated between OptiMetrics, Inc. and the Ordering Agency

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

7. DISCOUNTS

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

(a) Prompt Payment: Net 30

(b) Quantity

(c) Dollar Volume

(d) Government Educational Institutions

(e) Other - There are no discounts associated with this contract or any order placed hereunder.

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 to Special Item Number 132-8 – Purchase of New Equipment.

Not Applicable to Special Item Number 132-33 – Perpetual Software Licenses.

Not Applicable to Special Item Number 132-51 – Information Technology (IT) Professional Services.

10. SMALL REQUIREMENTS

Special Item Number 132-8 – Purchase of New Equipment
There is no minimum dollar value for orders.

Special Item Number 132-33 – Perpetual Software Licenses
There is no minimum dollar value for orders.

Special Item Number 132-34 – Maintenance of Software
There is no minimum dollar value for orders.

Special Item Number 132-51 – Information Technology (IT) Professional Services
The minimum dollar value of orders to be issued is \$1,000.

11. MAXIMUM ORDER

(All dollar amounts are exclusive of any discount for prompt payment.)

Special Item Number 132-8 – Purchase of New Equipment
The maximum dollar value per order for all Perpetual Software Licenses will be \$500,000.

Special Item Number 132-33 – Perpetual Software Licenses
The maximum dollar value per order for all Perpetual Software Licenses will be \$500,000.

Special Item Number 132-34 – Maintenance of Software
The maximum dollar value per order for all Maintenance of Software services will be \$500,000.

Special Item Number 132-51 – Information Technology (IT) Professional Services
The maximum dollar value per order for all IT Professional services will be \$500,000.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS

In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

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

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

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

(c) **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the

procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall -

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

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

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

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

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

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

(g) **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another

company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY / TELECOMMUNICATION STANDARDS REQUIREMENTS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

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

14. SECURITY REQUIREMENTS

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

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES

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

16. GSA ADVANTAGE!

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

- (a) Manufacturer;
- (b) Manufacturer's Part Number; and
- (c) Product categories.

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

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- (a) For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders.
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- (b) The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

Orders may be accepted on a case-by-case basis for requirements outside the geographic scope of this contract identified in Section 1 above.

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

20. YEAR 2000 WARRANTY - COMMERCIAL SUPPLY ITEMS

(a) As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

(b) The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

21. BLANKET PURCHASE AGREEMENTS (BPAS)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase

Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

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

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

22. CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION / ACCEPTANCE

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

2. GUARANTEE / WARRANTY

- (a) Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

The Software is provided "AS IS", without warranty of any kind, including without limitation the warranties that the Software is free of defects, or non-infringing. The entire risk as to the quality and performance of the Software is borne by the ordering activity. Should the Software prove defective in any respect, the ordering activity and not the Contractor assumes the entire cost of any service and repair.

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

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (800) 734-6956 x228 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is answered from 8:30 A.M. to 5:00 P.M. Eastern Time, Monday through Friday, excluding Contractor's company holidays.

4. SOFTWARE MAINTENANCE

(a) Software maintenance service shall include the following:

All maintenance releases and unlimited technical support via telephone or email.

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

5. UTILIZATION LIMITATIONS

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

(b) When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow

other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b (2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

6. SOFTWARE CONVERSIONS

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

8. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses. Right-to-copy licenses are not offered for sale.

9. ORDER OF PRECEDENCE

Should any terms and conditions of Contractor's Commercial Software License Agreement conflict with the terms and conditions of the schedule contract, the schedule contract terms and conditions shall take precedence.

10. MISCELLANEOUS TERMS

- (a) Mastercard and VISA accepted.
- (b) Payment terms: Net 10.
- (c) Schedule prices do not include applicable sales or use taxes.
- (d) F.O.B. Origin, shipping not included.

11. PRODUCTS AND PRICING

Item	Quantity	Software License	Software Maintenance and Support
FR Lite	1	\$450	\$90
	10+	\$441	\$88
	20+	\$432	\$86
	30+	\$423	\$85
	40+	\$414	\$83
	50+	\$405	\$81
	60+	\$396	\$79
	70+	\$387	\$77
	80+	\$378	\$76
	90+	\$369	\$74
	100+	\$360	\$72
FR Standard	1	\$1,995	\$399
	10+	\$1,875	\$375
	20+	\$1,756	\$351
	30+	\$1,636	\$327
	40+	\$1,516	\$303
	50+	\$1,397	\$279
FR Command Post	1	\$5,995	\$1,199
	5+	\$5,515	\$1,103
	10+	\$5,036	\$1,007
	15+	\$4,556	\$911
	20+	\$4,077	\$815
	25+	\$3,597	\$719
Incident Routing Option	1	\$300	\$60

GlobalSat MR350p Bulkhead Serial GPS	1	\$55.95
GlobalSat BR305-USB Cable	1	\$11.95

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

1.A. SCOPE

(a) The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

(b) The Contractor shall provide services at the Contractor’s facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

1.B. PERFORMANCE INCENTIVES

(a) When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

(c) To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

(d) The above procedures do not apply to Time and Material or labor hour orders.

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

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

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

(a) When ordering services, ordering offices shall -

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

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

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

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

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

(2) Transmit the Request to Contractors:

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

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

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

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

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

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

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

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

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

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

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

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

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

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 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 office.

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

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

(d) Any Contractor travel required in the performance of IT 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. INSPECTION OF SERVICES

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

6. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

7. RESPONSIBILITIES OF THE GOVERNMENT

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

8. INDEPENDENT CONTRACTOR

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

9. ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Definitions.

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

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

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

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

10. INVOICES

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

11. PAYMENTS

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time – and – Materials and Labor – Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time – and – materials orders placed under this contract. For labor – hour orders, the Payment under Time – and – Materials and Labor Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor – hour orders placed under this contract.

12. RESUMES

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

13. INCIDENTAL SUPPORT COSTS

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

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.

15. DESCRIPTION OF IT SERVICES AND PRICING

15.1 LABOR CATEGORY DESCRIPTIONS

A brief description is provided in this section for each of the six labor category types priced in Section 15.2 below:

- Senior Technical Advisor
- Software Developer
- Programmer
- Systems Administrator

- Quality Control Specialist, and
- Documentation Specialist

For each labor category type, there are five levels depending on the education and experience of the proposed individual. The descriptions provided include representative job duties and responsibilities, as well as typical education and work experience associated with each labor category type. The nominal academic credentials and years of experience required at each level are also provided. Education may be substituted for experience, and conversely, experience may be substituted for education in accordance with the following guidelines:

Academic Degree:	Equivalent Degree and/or Experience* :
Associates	<ul style="list-style-type: none"> • 2 years relevant experience
Bachelors	<ul style="list-style-type: none"> • Associates with 3 years relevant experience • 5 years relevant experience
Masters	<ul style="list-style-type: none"> • Bachelors with 3 years relevant experience • Associates with 6 years relevant experience
Doctorate	<ul style="list-style-type: none"> • Masters with 3 years relevant experience • Bachelors with 6 years relevant experience

*Multiple degrees at the same level are the equivalent of 2 additional years of experience

Regardless, OptiMetrics reserves the right to assign individual employees to labor categories as it sees fit.

15.1.1 SENIOR TECHNICAL ADVISOR

15.1.1.1 Representative Job Duties and Responsibilities

- Performs advanced mathematical or statistical analyses to support software development projects,
- Recommends and/or selects alternative technical approaches or formulations,
- Defines complex relationships to support object-oriented software or database design,
- Develops complex algorithms to be implemented by the software development staff,
- Provides advanced technical advice and guidance to Software Developer in areas of technical expertise during software project planning, design, implementation, and testing,
- Performs advanced network system design for complex applications,
- Develops plans for securing and protecting computer networks, systems and their data from unauthorized use and hardware failure, and

- Analyzes network, computer system, or algorithm performance; recommends plans for optimization.

15.1.1.2 Typical Education and Experience

The Senior Technical Advisor must have education, professional training, and education in areas relevant to the specific needs of the program, including, but not limited to, the following disciplines: Computer Science, Physics, Engineering, Mathematics or equivalent. In addition, the Senior Technical Advisor should have:

- Specialized academic training in technical areas or processes relevant to specific software development project.
- Expert scientific or engineering knowledge in technical areas or processes relevant to specific software development project.

15.1.1.3 Academic Degree and Years of Experience

Labor Category	Level	Labor Category Code	Academic Degree	Experience (Yrs)
Senior Technical Advisor	5	ST-5	PhD	30
Senior Technical Advisor	4	ST-4	PhD	26
Senior Technical Advisor	3	ST-3	PhD	22
Senior Technical Advisor	2	ST-2	PhD	18
Senior Technical Advisor	1	ST-1	PhD	14

15.1.2 SOFTWARE DEVELOPER

15.1.2.1 Representative Job Duties and Responsibilities

- Analyzes customer needs and develops overall concept and design objectives,
- Develops specifications,
- Responsible for planning software development program,
- Creates work breakdown structure and schedule,
- Assigns software development team personnel to tasks,
- Responsible for program management and success,
- Tracks resources and expenditures,
- Reviews plan against performance,

- Supervises software development team members' day to day activities,
- Defines and implements get-well plan as necessary,
- Defines software validation/test plan,
- Develops and implement algorithms,
- Performs database design,
- Writes programs,
- Writes software documentation,
- Troubleshoots and debugs computer programs, and
- Performs object-oriented program design.

15.1.2.2 Typical Education and Experience

The Software Developer must have education, professional training, and education in areas relevant to the specific needs of the program, including, but not limited to, the following disciplines: Computer Science, Physics, Engineering, Mathematics, or equivalent. In addition, the Software Developer should have:

- Experience using high-level programming languages such as C, Ada, Fortran, and SQL.
- Experience using object-oriented programming languages such as C++ and Java.
- Experience in the specification and design of complex software systems including the use of CASE tools.

15.1.2.3 Academic Degree and Years of Experience

Labor Category	Level	Labor Category Code	Academic Degree	Experience (Yrs)
Software Developer	5	SD-5	MS	14
Software Developer	4	SD-4	MS	12
Software Developer	3	SD-3	MS	10
Software Developer	2	SD-2	MS	8
Software Developer	1	SD-1	MS	6

15.1.3 PROGRAMMER

15.1.3.1 Representative Job Duties and Responsibilities

- Works under supervision to support the activities of Software Developer,
- Writes computer programs,
- Troubleshoots and debugs computer programs,
- Implements databases,
- Writes software documentation,
- Implements algorithms in code, and
- May supervise more junior personnel.

15.1.3.2 Typical Education and Experience

The Programmer must have education, professional training, and education in areas relevant to the specific needs of the program, including, but not limited to, the following disciplines: Computer Science, Physics, Engineering, Mathematics, or equivalent. In addition, the Programmer should have:

- Experience using high-level programming languages such as C, Ada, Fortran, Pascal and SQL.
- Experience using object-oriented programming languages such as C++ and Java.
- Experience working under supervision in the design, development and implementation of computer software.
- Experience in the preparation of documentation, conducting program tests, and correcting program errors.
- Knowledge of sound computer programming standards, conventions and techniques.

15.1.3.3 Academic Degree and Years of Experience

Labor Category	Level	Labor Category Code	Academic Degree	Experience (Yrs)
Programmer	5	PR-5	BS	8
Programmer	4	PR-4	BS	6
Programmer	3	PR-3	BS	4
Programmer	2	PR-2	BS	2
Programmer	1	PR-1	BS	0

15.1.4 SYSTEMS ADMINISTRATOR

15.1.4.1 Representative Job Duties and Responsibilities

- Troubleshoots network and computer system hardware and software failure,
- Responsible for day-to-day operations of network and computer systems,
- Monitors network performance and communications links,
- Implements procedures to secure and protect system against unauthorized use,
- Implements system backup procedures,
- Maintains web servers, email servers, file servers, application servers, and database servers,
- Installs new hardware and software,
- Provides help desk support to system users,
- Documents system administration procedures, and
- Maintains knowledgebase of problems and solutions for ready reference.

15.1.4.2 Typical Education and Experience

The Systems Administrator must have education, professional training, and education in areas relevant to the specific needs of the program. In addition, the Systems Administrator should have:

- Experience in the administration of Unix and Windows operating systems
- Experience troubleshooting network and computer system hardware and software.
- Vendor-sponsored training and certifications e.g. Microsoft Consulting Engineer.
- Academic Degree and Years of Experience

Labor Category	Level	Labor Category Code	Academic Degree	Experience (Yrs)
Systems Administrator	5	SA-5	BS	12
Systems Administrator	4	SA-4	BS	9
Systems Administrator	3	SA-3	BS	6
Systems Administrator	2	SA-2	BS	3
Systems Administrator	1	SA-1	BS	0

15.1.5 QUALITY CONTROL SPECIALIST

15.1.5.1 Representative Job Duties and Responsibilities

- Assures that software programs meet specifications,
- Assures that software program is consistent with documentation/on-line help,
- Assesses usability of software and documentation from end-user standpoint,
- Implements software validation/test plans,
- Provides help desk support to software end users, and
- Compiles bug reports from beta testers and end users and forwards to developers.

15.1.5.2 Typical Education and Experience

The Quality Control Specialist must have education, professional training, and education in areas relevant to the specific needs of the project. In addition, the Quality Control Specialist should have:

- Ability to communicate clearly with end users over the telephone,
- Capability to appreciate and apply end user's perspective to assessments of software and documentation, and
- Software validation and testing experience.

15.1.5.3 Academic Degree and Years of Experience

Labor Category	Level	Labor Category Code	Academic Degree	Experience (Yrs)
Quality Control Specialist	5	QC-5	BS	8
Quality Control Specialist	4	QC-4	BS	6
Quality Control Specialist	3	QC-3	BS	4
Quality Control Specialist	2	QC-2	BS	2
Quality Control Specialist	1	QC-1	BS	0

15.1.6 DOCUMENTATION SPECIALIST

15.1.6.1 Representative Job Duties and Responsibilities

- Technical editing and proofreading of software documentation,
- Recommends overall document organization and layout, editorial standards, formatting, and publication methods,

- Chooses fonts or types, designs lettering, logos and layouts, and selects style, technique, and medium best suited to produce desired effect and conform to document and reproduction requirements,
- Verifies technical documentation is accurate, complete, meets editorial guidelines and government specifications, and follows all required standards for quality, graphics, markings, coverage, format and style,
- Conceives, designs and develops graphics and illustrations for inclusion in software and applications development,
- Uses computer hardware and software to prepare, revise, print and store text, illustrations, graphs, and charts,
- Operates photography equipment, such as still, digital, and video cameras, in the design and production of photos and videotapes,
- Software media preparation, and
- Coordinates document and media production with outside sources or vendors when necessary.

15.1.6.2 Typical Education and Experience

The Documentation Specialist must have education, professional training, and education in areas relevant to the specific needs of the project. This may include education and training in Communications, Graphics Design, or Art. In addition, the Documentation Specialist should have:

- Software documentation experience, such as technical writing, document design, document development and production, editing, layout, and desktop publishing,
- Visual arts experience, such as graphics design, illustration, photography, and video,
- Multimedia design and presentation background, such as incorporation of photos, audio, video, text, and graphics into manuals, presentations and other technical publications, and
- Knowledge and experience in the use of computer software and hardware to design and produce documents, graphics, videotapes, and web pages.

15.1.6.3 Academic Degree and Years of Experience

Labor Category	Level	Labor Category Code	Academic Degree	Experience (Yrs)
Documentation Specialist	5	DS-5	Associate	12
Documentation Specialist	4	DS-4	Associate	9
Documentation Specialist	3	DS-3	Associate	6
Documentation Specialist	2	DS-2	Associate	3
Documentation Specialist	1	DS-1	Associate	0

15.2 PRICING

Two separate Price Schedules are provided in this section: the first applies to work performed predominately at OptiMetrics' facilities (OptiMetrics Site), while the second applies to work performed predominately at Government facilities (Government Site). Each Price Schedule lists the fully burdened hourly rate amount for each Labor Category by Program Year. The prices shown include the Industrial Funding Fee.

Orders will be accepted which specify that some or all of the work is to be performed at the Government customer's site. In general, to take advantage of Government-Site pricing the government customer must provide office space, office supplies, and office equipment (e.g. copier, computer, internet access, fax, and telephone) to OptiMetrics' employees assigned to the Government site for the effort.

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

Labor Category	Level	Order Code	OptiMetrics Site				
			06/29/2000-06/28/2001	06/29/2001-06/28/2002	06/29/2002-06/28/2003	06/29/2003-06/28/2004	06/29/2004-06/28/2005
Senior Technical Advisor	5	ST-5	206.09	210.22	214.42	218.71	223.08
Senior Technical Advisor	4	ST-4	184.02	187.70	191.45	195.28	199.18
Senior Technical Advisor	3	ST-3	161.93	165.18	168.48	171.85	175.28
Senior Technical Advisor	2	ST-2	139.85	142.65	145.51	148.41	151.38
Senior Technical Advisor	1	ST-1	117.76	120.13	122.52	124.98	127.48
Software Developer	5	SD-5	110.41	112.62	114.87	117.17	119.51
Software Developer	4	SD-4	103.05	105.11	107.21	109.36	111.54
Software Developer	3	SD-3	95.69	97.61	99.55	101.55	103.58
Software Developer	2	SD-2	88.33	90.09	91.90	93.74	95.61
Software Developer	1	SD-1	80.97	82.58	84.24	85.92	87.64
Programmer	5	PR-5	73.61	75.08	76.58	78.11	79.67
Programmer	4	PR-4	66.24	67.57	68.92	70.30	71.71
Programmer	3	PR-3	58.88	60.06	61.27	62.49	63.74
Programmer	2	PR-2	51.52	52.56	53.61	54.67	55.77
Programmer	1	PR-1	44.16	45.05	45.94	46.86	47.80
Quality Control Specialist	5	QC-5	73.61	75.08	76.58	78.11	79.67
Quality Control Specialist	4	QC-4	66.24	67.57	68.92	70.30	71.71
Quality Control Specialist	3	QC-3	58.88	60.06	61.27	62.49	63.74
Quality Control Specialist	2	QC-2	51.52	52.56	53.61	54.67	55.77
Quality Control Specialist	1	QC-1	44.16	45.05	45.94	46.86	47.80
System Administrator	5	SA-5	95.69	97.61	99.55	101.55	103.58
System Administrator	4	SA-4	80.97	82.58	84.24	85.92	87.64
System Administrator	3	SA-3	66.24	67.57	68.92	70.30	71.71
System Administrator	2	SA-2	51.52	52.56	53.61	54.67	55.77
System Administrator	1	SA-1	36.81	37.54	38.29	39.05	39.84
Documentation Specialist	5	DS-5	58.88	60.06	61.27	62.49	63.74
Documentation Specialist	4	DS-4	51.52	52.56	53.61	54.67	55.77
Documentation Specialist	3	DS-3	44.16	45.05	45.94	46.86	47.80
Documentation Specialist	2	DS-2	36.81	37.54	38.29	39.05	39.84
Documentation Specialist	1	DS-1	29.45	30.03	30.63	31.24	31.87

Labor Category	Level	Order Code	OptiMetrics Site				
			06/29/2005-06/28/2006	06/29/2006-06/28/2007	06/29/2007-06/28/2008	06/29/2008-06/28/2009	06/29/2009-06/28/2010
Senior Technical Advisor	5	ST-5	227.54	232.09	236.73	241.46	246.29
Senior Technical Advisor	4	ST-4	203.16	207.22	211.36	215.59	219.90
Senior Technical Advisor	3	ST-3	178.79	182.37	186.02	189.74	193.53
Senior Technical Advisor	2	ST-2	154.41	157.50	160.65	163.86	167.14
Senior Technical Advisor	1	ST-1	130.03	132.63	135.28	137.99	140.75
Software Developer	5	SD-5	121.90	124.34	126.83	129.37	131.96
Software Developer	4	SD-4	113.77	116.05	118.37	120.74	123.15
Software Developer	3	SD-3	105.65	107.76	109.92	112.12	114.36
Software Developer	2	SD-2	97.52	99.47	101.46	103.49	105.56
Software Developer	1	SD-1	89.39	91.18	93.00	94.86	96.76
Programmer	5	PR-5	81.26	82.89	84.55	86.24	87.96
Programmer	4	PR-4	73.14	74.60	76.09	77.61	79.16
Programmer	3	PR-3	65.01	66.31	67.64	68.99	70.37
Programmer	2	PR-2	56.89	58.03	59.19	60.37	61.58
Programmer	1	PR-1	48.76	49.74	50.73	51.74	52.77
Quality Control Specialist	5	QC-5	81.26	82.89	84.55	86.24	87.96
Quality Control Specialist	4	QC-4	73.14	74.60	76.09	77.61	79.16
Quality Control Specialist	3	QC-3	65.01	66.31	67.64	68.99	70.37
Quality Control Specialist	2	QC-2	56.89	58.03	59.19	60.37	61.58
Quality Control Specialist	1	QC-1	48.76	49.74	50.73	51.74	52.77
System Administrator	5	SA-5	105.65	107.76	109.92	112.12	114.36
System Administrator	4	SA-4	89.39	91.18	93.00	94.86	96.76
System Administrator	3	SA-3	73.14	74.60	76.09	77.61	79.16
System Administrator	2	SA-2	56.89	58.03	59.19	60.37	61.58
System Administrator	1	SA-1	40.64	41.45	42.28	43.13	43.99
Documentation Specialist	5	DS-5	65.01	66.31	67.64	68.99	70.37
Documentation Specialist	4	DS-4	56.89	58.03	59.19	60.37	61.58
Documentation Specialist	3	DS-3	48.76	49.74	50.73	51.74	52.77
Documentation Specialist	2	DS-2	40.64	41.45	42.28	43.13	43.99
Documentation Specialist	1	DS-1	32.51	33.16	33.82	34.50	35.19

Labor Category	Level	Order Code	Government Site				
			06/29/2000-06/28/2001	06/29/2001-06/28/2002	06/29/2002-06/28/2003	06/29/2003-06/28/2004	06/29/2004-06/28/2005
Senior Technical Advisor	5	ST-5	140.76	143.58	146.45	149.38	152.37
Senior Technical Advisor	4	ST-4	125.68	128.19	130.75	133.38	136.04
Senior Technical Advisor	3	ST-3	110.60	112.81	115.06	117.37	119.72
Senior Technical Advisor	2	ST-2	95.52	97.43	99.37	101.37	103.39
Senior Technical Advisor	1	ST-1	80.44	82.04	83.68	85.36	87.06
Software Developer	5	SD-5	75.41	76.92	78.45	80.02	81.63
Software Developer	4	SD-4	70.38	71.79	73.23	74.69	76.18
Software Developer	3	SD-3	65.36	66.66	67.99	69.36	70.74
Software Developer	2	SD-2	60.33	61.54	62.76	64.02	65.30
Software Developer	1	SD-1	55.30	56.41	57.54	58.68	59.86
Programmer	5	PR-5	50.27	51.28	52.30	53.35	54.41
Programmer	4	PR-4	45.25	46.15	47.07	48.01	48.98
Programmer	3	PR-3	40.22	41.02	41.85	42.68	43.53
Programmer	2	PR-2	35.19	35.89	36.61	37.35	38.09
Programmer	1	PR-1	30.16	30.76	31.38	32.01	32.65
Quality Control Specialist	5	QC-5	50.27	51.28	52.30	53.35	54.41
Quality Control Specialist	4	QC-4	45.25	46.15	47.07	48.01	48.98
Quality Control Specialist	3	QC-3	40.22	41.02	41.85	42.68	43.53
Quality Control Specialist	2	QC-2	35.19	35.89	36.61	37.35	38.09
Quality Control Specialist	1	QC-1	30.16	30.76	31.38	32.01	32.65
System Administrator	5	SA-5	65.36	66.66	67.99	69.36	70.74
System Administrator	4	SA-4	55.30	56.41	57.54	58.68	59.86
System Administrator	3	SA-3	45.25	46.15	47.07	48.01	48.98
System Administrator	2	SA-2	35.19	35.89	36.61	37.35	38.09
System Administrator	1	SA-1	25.14	25.64	26.15	26.67	27.21
Documentation Specialist	5	DS-5	40.22	41.02	41.85	42.68	43.53
Documentation Specialist	4	DS-4	35.19	35.89	36.61	37.35	38.09
Documentation Specialist	3	DS-3	30.16	30.76	31.38	32.01	32.65
Documentation Specialist	2	DS-2	25.14	25.64	26.15	26.67	27.21
Documentation Specialist	1	DS-1	20.11	20.51	20.92	21.34	21.77

Labor Category	Level	Order Code	Government Site				
			06/29/2005-06/28/2006	06/29/2006-06/28/2007	06/29/2007-06/28/2008	06/29/2008-06/28/2009	06/29/2009-06/28/2010
Senior Technical Advisor	5	ST-5	155.42	158.53	161.70	164.93	168.23
Senior Technical Advisor	4	ST-4	138.76	141.54	144.37	147.26	150.21
Senior Technical Advisor	3	ST-3	122.11	124.55	127.04	129.58	132.17
Senior Technical Advisor	2	ST-2	105.46	107.57	109.72	111.91	114.15
Senior Technical Advisor	1	ST-1	88.80	90.58	92.39	94.24	96.12
Software Developer	5	SD-5	83.26	84.93	86.63	88.36	90.13
Software Developer	4	SD-4	77.70	79.25	80.84	82.46	84.11
Software Developer	3	SD-3	72.15	73.59	75.06	76.56	78.09
Software Developer	2	SD-2	66.61	67.94	69.30	70.69	72.10
Software Developer	1	SD-1	61.06	62.28	63.53	64.80	66.10
Programmer	5	PR-5	55.50	56.61	57.74	58.89	60.07
Programmer	4	PR-4	49.96	50.96	51.98	53.02	54.08
Programmer	3	PR-3	44.40	45.29	46.20	47.12	48.06
Programmer	2	PR-2	38.85	39.63	40.42	41.23	42.05
Programmer	1	PR-1	33.30	33.97	34.65	35.34	36.05
Quality Control Specialist	5	QC-5	55.50	56.61	57.74	58.89	60.07
Quality Control Specialist	4	QC-4	49.96	50.96	51.98	53.02	54.08
Quality Control Specialist	3	QC-3	44.40	45.29	46.20	47.12	48.06
Quality Control Specialist	2	QC-2	38.85	39.63	40.42	41.23	42.05
Quality Control Specialist	1	QC-1	33.30	33.97	34.65	35.34	36.05
System Administrator	5	SA-5	72.15	73.59	75.06	76.56	78.09
System Administrator	4	SA-4	61.06	62.28	63.53	64.80	66.10
System Administrator	3	SA-3	49.96	50.96	51.98	53.02	54.08
System Administrator	2	SA-2	38.85	39.63	40.42	41.23	42.05
System Administrator	1	SA-1	27.75	28.31	28.88	29.46	30.05
Documentation Specialist	5	DS-5	44.40	45.29	46.20	47.12	48.06
Documentation Specialist	4	DS-4	38.85	39.63	40.42	41.23	42.05
Documentation Specialist	3	DS-3	33.30	33.97	34.65	35.34	36.05
Documentation Specialist	2	DS-2	27.75	28.31	28.88	29.46	30.05
Documentation Specialist	1	DS-1	22.21	22.65	23.10	23.56	24.03

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION

PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To investigate potential opportunities please contact Scott Singer, telephone (734) 973-1177 x206; e-mail SSinger@omi.com, or Fax (734) 973-1199.

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act

(Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

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

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

Signatures

AGENCY	DATE	CONTRACTOR	DATE
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BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER

***SPECIAL BPA DISCOUNT/PRICE**

(2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

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

(4) This BPA does not obligate any funds.

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

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

OFFICE

POINT OF CONTACT

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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