

**B.3 Continuation of Block 16 – Administered By:**

U. S. Department of Energy  
Office of Headquarters Procurement Services  
Attn: ME-641.1/Patrick A. Thornton  
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**B.4 Continuation of Block 18A – Payment Will Be Made By:**

U. S. Department of Energy  
Capital Accounting Center/Commercial Payments  
P.O. Box 500  
Germantown, Maryland 20875-0500  
Phone: (301) 903-4340/FAX: (301) 903-5977

**FUNDING.** All funds shall be obligated on individual delivery orders. For Accounting and Appropriation Data, see the individual delivery orders. Note: Any other IM-12 Invoice Approving Official may act for the COR in the absence of the COR for invoice approval only; not as an alternate Contracting Officer's Representative.

**B.5 Continuation of Blocks 19 Through 24 - Schedule of Supplies/Services, Quantity, Unit, Unit Price and Amount.**

**(1) SCHEDULE OF PRODUCTS AND PRICES**

**Item 1.** Provide proprietary computer software, maintenance and other related support as set forth in Addendum D.2, Summary/Price & Product Schedule, in response to delivery orders issued under this contract with concurrence of the Office of the Chief Information Officer (OCIO), DOE Headquarters, or other DOE organizations authorized by the OCIO. Performance shall be in accordance with the terms of this contract and its Addenda as listed in Section D above.

**Item 2.** The Contractor shall provide reporting, both on-line/real-time and via documentation, as required by and to the Contracting Officer's Technical Representative (COTR).

**NOTE 1:** For all delivery orders not issued by the OCIO, the Contractor is required to obtain written concurrence from the OCIO prior to acceptance of the delivery orders.

**NOTE 2:** The Fixed Rate Direct Productive Labor-Hours (DPLH) required by DOE via individual Delivery Orders may not exceed 3,000 in any 12-month calendar year of the contract. An 80-DPLH minimum is applicable for each labor category for each individual instance it is required.

**NOTE 4: FIXED DIRECT LABOR RATES.** The DPLH provided under this contract are incidental to its primary purpose, which is acquisition of proprietary computer software licensing and maintenance support. All DPLH ordered shall be from the two labor categories set forth below at the fixed hourly labor rates indicated and must be fully funded at award. Since this is not a Time & Materials contract it is not eligible for incremental funding of labor requirements.

The Direct Labor Productive Hour is based on a fully burdened fixed hourly rate for each labor category and is all inclusive of all costs associated with direct labor including wages, fringe benefits, labor overhead, clerical/secretarial expense, general & administrative expenses and profit. The labor rates indicated for each period of the contract shall apply to all DPLH provided during that respective year of the contract. The contractor may only bill the labor categories identified in this contract. There are no overtime rates.

**BASE PERIOD:** 06/09/2003-07/11/2005  
 Base Year 1: 06/09/2003-07/11/2003 (balance)  
 Base Year 2: 07/12/2003-07/11/2004  
 Base Year 3: 07/12/2004-07/11/2005  
**OPTION PERIOD 1:** 07/12/2005-07/11/2006 (one year).  
**OPTION PERIOD 2:** 07/12/2006-07/11/2007 (one year).

<u>LABOR CATEGORY</u>	<u>Base Year 1 Rate/DPLH</u>	<u>Base Year 2 Rate/DPLH</u>	<u>Base Year 2 Rate/DPLH</u>
Project Manager	\$150.00	\$ 158.00	\$ 165.00
Consulting Engineer	\$175.00	\$ 184.00	\$ 193.00

<u>LABOR CATEGORY</u>	Option Period 1	Option Period 2
	<u>Rate/DPLH</u>	<u>Rate/DPLH</u>
Project Manager	\$174.00	\$ 182.00
Consulting Engineer	\$203.00	\$ 213.00

**NOTE 5/OPTION PRICING:** For Option Periods 1 and 2, applicable pricing shall be that contained in this master contract, or in the Opware GSA Schedule, whichever is less. The Government has the right to exercise these Options, in whole or in part, at any time prior to the dates of the respective Periods.

## SECTION C CONTRACT CLAUSES

### C.1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (FEB 2002)

**(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 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 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 Government-wide 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) Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

# Opware Systems Management Software Summary/Schedule

for

## U.S. Department of Energy

Offer Date: May 27, 2003

Offer Expiration: June 2, 2003

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### I. Opware License Executive Summary

The proposed license will include all the products listed below in the noted quantities. The license will be procured via a direct Indefinite Delivery/ Indefinite Quantity (IDIQ) contract in place between US Department of Energy (DOE) and Opware, Inc. This direct vehicle will allow for a project oriented approach to the license and professional services that are being provided to DOE to set up and customize the Opware installation for DOE. Note: This contract is based upon prior DOE purchase of some software licenses/support under delivery order DE-AD01-02SO30285, DLT Solutions, Inc. and additional capabilities described here acquired under this contract initial Delivery Order (DO) DE-AD01-03IM00025. The three (3) year base period is considered to have started July 12, 2002, the date of the initial DLT Solutions delivery order. This contract <DE-AM01-03IM00009> portion of the base period is therefore June 1, 2003-July 11, 2005.

The license will be directed and managed by DOE CIO Office and will provide Opware technology as defined below for the use of DOE and the DOE labs according to the license agreement. DOE CIO will deploy three (3) Opware 'cores' [two (2) cores in DOE datacenters used for production management of DOE Corporate servers and one (1) I&T core used for development and testing only]. The production cores can be used to manage any server owned, leased and managed by DOE for support of the DOE mission. Included in the overall license is an unlimited number of Opware agents deployed during the three (3) year base period on any server owned, leased and managed by DOE for support of the DOE mission including those deployed at any DOE field site.

A license for two (2) Multimaster options allows the two current production cores to synchronize the Opware information about the DOE environment between them. This allows both sites to be managed from a single console and the DOE specific data (relationship map, configuration information and environmental blueprint) is replicated to simplify disaster recovery.

If additional Opware Cores and Multimaster modules are required by DOE CIO or the DOE labs these can be procured via this contract according to the IDIQ CLINs provided. This will allow for smooth expansion of the capacity of the corporate solution and enable the DOE field sites to acquire Opware server management capability for their own specific requirements as needed. Any DOE organizations that are interested in potentially procuring Opware technology or services via this contract should contact the DOE CIO office to coordinate their requirements and access the contract CLINs.

The corporate license includes the Opsware Enterprise Intelligent Software Module (ISM) license. The Enterprise ISM license allows DOE to use any ISM that Opsware currently provides commercially in any and all DOE licensed Opsware Cores. It does not imply that Opsware will provide DOE a license for the software that is managed using the ISM (i.e. the ISM for Oracle does not include a license for Oracle itself) but those software packages for which DOE has a license from the vendor of that product the Opsware ISM for that product can be used in provisioning and deploying that product in the DOE environment consistent with the vendors software license terms.

### Licensed Opsware Technology

Description	Quantity
<u>Opsware Core</u> - limited license for I&T	1
Licensed SAMs: OS Provisioning , Software Provisioning, Patch Management, Code Deployment & Rollback, Asset Tracking	
<u>Opsware Core</u> - Enterprise Edition (number of servers under management limited only by hardware limitations and bandwidth to remote servers)	2
Licensed SAMs: OS Provisioning , Software Provisioning, Patch Management, Code Deployment & Rollback, Asset Tracking	
<u>Opsware Multimaster Module</u>	3
Opsware Agents	Unlimited <sup>1</sup>
Opsware <u>Intelligent Software Modules (ISM)</u> - Enterprise Package <sup>2</sup>	NA

<sup>1</sup> There is no limit to the number of agents which may be deployed in the three (3) year base period. (see above) At the end of the three (3) year base period of the agreement, the number of deployed agents will be reported to Opsware, Inc., and that number will be used to calculate the baseline for maintenance. Additional Agents required after the end of the base period beyond will be licensed & maintained at the prices established for the option periods.

<sup>2</sup> The Enterprise Package of ISMs allows use of all commercially available ISMs that are 'off the shelf' at any given point in time.

### Software Maintenance & Services

As a result of the two delivery orders, the following services will be acquired and would apply to the licensed products above. For additional quantities of any items, please see Section IV below.

Item	Description
Software Maintenance	All commercially supplied upgrades and updates for licensed technologies under maintenance will be supplied to DOE for the three (3) year base period of the agreement. Additional products and modules will be provided consistent with Opsware standard commercial practice and may require license be procured to receive and use these additional functions.
Support	Opsware Gold level (24x7) central site support for three (3) year base period of the agreement
On Site Engineering Support	A full time equivalent. up to 1800 hours per year. are included for

	three (3) year base period of the agreement
Training	10 Students - User & Admin Training
Project Management	500 hours of project management services, billed hourly, are included under the initial DO (DE-AD01-03IM00025) and base period pricing.

## II. License & Maintenance acquired via DLT GSA Schedule

This section addresses Opsware licenses and services previously acquired under under DLT GSA schedule delivery order DE-AD01-02SO30285 (\$1,326,793.00).

The following items have been procured and by DOE using the DLT schedule to date.

Items Delivered	Description
I&T Opsware Platform	Opsware Core used for I&T
Opsware Agent Software	Fixed numbers of Opsware Agent software that are used to allow systems to be managed by the Opsware platform
Maintenance & Support	One (1) year of Maintenance and Support for the software configuration that was proposed by Opsware and listed in CLIN OPS-L-001
Project Management Hours	300 hours for July to September 2002
Training	5 seats charged for September training

## III. New Licensing Acquired under initial DO DE-AD01-03IM00025

CLIN	Description	Qty	Contract price
OPS-L-001	Includes the products and Services as Follows		
	Opsware Core- Enterprise Edition *	2	
	Licensed SAMs: OS Provisioning , Software Provisioning, Patch Management, Code Deployment & Rollback, Asset Tracking		
	Opsware Multimaster Module	2	
	Opsware Agents upgrade to Unlimited	NA **	
	Opsware Intelligent Software Modules (ISM)- Enterprise Package ***	NA	
	Upgrade Opsware Platinum Maintenance &	Three (3)	

	Support	year Base period	
	DE-AD01-03IM00025 License/Support Price		<b>\$934,419.00</b>

\*There is no license restriction with regard to the numbers of servers that may managed by an enterprise core the limits are only those imposed by systems sizing and bandwidth for the management tasks itself. Additional cores may be required to allow the management platform to be deployed in proximity to the servers managed thus relieving the bandwidth issues. Additional Cores are available in IDIQ portion of the contract

\*\* There is no limit to the number of agents which may be deployed in the three (3) year base period of the contract. At the end of the three (3) year base period, the number of deployed agents will be reported to Opware, Inc., and that number will be used to calculate the baseline for maintenance. Additional Agents beyond that reported at the end of the three (3) year base period will be licensed at the prices listed for the option periods.

\*\*\* The Enterprise Package of ISMs allows use of all commercially available ISMs that are "off the shelf" at any given point in time.

CLIN	Description	Contract price
OPS-S-001	Includes Services as Follows	
	500 hours of project management services, billed hourly, are committed under the contract.	
	Opware User & Admin Training for 5 Students	
	DE-AD01-03IM00025 Service Price	<b>\$88,860.00</b>

#### IV. IDIQ Products & Services

The CLINs below may be ordered IDIQ

##### Base Contract Period

CLIN	Description	Type	Contract Price Base Period 1*	Contract Price Base Period 2**	Contract Price Base Period 3***
OPS-L-002	Opware System Automation Modules (Core) - SE * (limited to 200 Servers under management)	Perpetual License	\$165,000	\$165,000	\$165,000
OPS-LM-002	SAM (Core) SE Gold Maintenance & Support	Yearly	\$41,250	\$41,250	\$41,250

OPS-L-003	System Automation Modules (Core) - EE ** (no license limitation for servers managed by this single instance)	Perpetual License	\$270,000	\$270,000	\$270,000
OPS-LM-003	SAM (Core) EE Gold Maintenance & Support	Yearly	\$67,500	\$67,500	\$67,500
OPS-L-004	Multimaster Module (per Core)	Perpetual License	\$120,000	\$120,000	\$120,000
OPS-LM-004	Multimaster Gold Maintenance & Support	Yearly	\$30,000	\$30,000	\$30,000
OPS-PS-001	Project Management Services (80 Hour per order minimum)	Hourly	\$150/hour	\$158/hour	\$165/hour
OPS-PS-002	Consulting Engineering Services (80 Hour per order minimum)	Hourly	\$175/hour	\$184/hour	\$193/hour
OPS-PS-003	Opware Core Installation and Integration	TBD	To Be Quoted	To Be Quoted	To Be Quoted
OPS-T-001	User Training 3-day course (Max 10 Students) (excludes T&L and Facilities)	UNIT	\$11,865	\$12,458	\$13,081
OPS-T-002	Admin Training 2-day course (Max 5 Students) (excludes T&L and Facilities)	UNIT	\$3,955	\$4,153	\$4,360

\*July 12, 2002-July 11,2003

\*\*July 12,2003- July 11, 2004

\*\*\*July 12, 2004-July 11, 2005

Contract Option Period 1 – (July 12, 2005-July 11, 2006)

CLIN	Description	Type	Contract Price Option Year 1
OPS-L-002	Opware System Automation Modules (Core) - SE * (limited to 200 Servers under management)	Perpetual License	\$181,500
OPS-LM-002	SAM (Core) SE Gold Maintenance & Support	Yearly	\$45,375
OPS-L-003	System Automation Modules (Core) - EE ** (no license limitation for servers managed by this single instance)	Perpetual License	\$297,000
OPS-LM-003	SAM (Core) EE Gold Maintenance & Support	Yearly	\$74,250

OPS-L-004	Multimaster Module (per Core)	Perpetual License	\$132,000
OPS-LM-004	Multimaster Gold Maintenance & Support	Yearly	\$33,000
OPS-L-005	Agent (Universal) <per Server Managed>	Perpetual License	\$1,100
OPS-LM-005	Agent (Universal) Gold Maintenance & Support	Yearly	\$275
OPS-PS-001	Project Management Services (80 Hour minimum)	Hourly	\$174/hour
OPS-PS-002	Consulting Engineering Services (80 Hour minimum)	Hourly	\$203/hour
OPS-PS-003	Opware Core Installation and Integration	TBD	To Be Quoted
OPS-OSS-001	On-Site Engineering Support Annual FTE  (Contract Year min/max Qty 1)	Year	\$302,500
OPS-T-001	User Training 3-day course (Max 10 Students) (excludes T&L and Facilities)	UNIT	\$13,735.22
OPS-T-002	Admin Training 2-day course (Max 5 Students) (excludes T&L and Facilities)	UNIT	\$4,578
OPS-LMB-001	Opware Maintenance & Support (Gold) for Baseline Technology in CLIN OPS-L-001	Yearly	\$641,250

**Contract Option Period 2 - (July 12, 2006-July 11, 2007)**

CLIN	Description	Type	Contract Price Option Year 2
OPS-L-002	Opware System Automation Modules (Core) - SE * (limited to 200 Servers under management)	Perpetual License	\$190,575
OPS-LM-002	SAM (Core) SE Gold Maintenance & Support	Yearly	\$47,644
OPS-L-003	System Automation Modules (Core) - EE ** (no license limitation for servers managed by this single instance)	Perpetual License	\$311,850
OPS-LM-003	SAM (Core) EE Gold Maintenance & Support	Yearly	\$77,963

OPS-L-004	Multimaster Module (per Core)	Perpetual License	\$138,600
OPS-LM-004	Multimaster Gold Maintenance & Support	Yearly	\$34,650
OPS-L-005	Agent (Universal) <per Server Managed>	Perpetual License	\$1,155
OPS-LM-005	Agent (Universal) Gold Maintenance & Support	Yearly	\$289
OPS-PS-001	Project Management Services (80 Hour minimum)	Hourly	\$182/hour
OPS-PS-002	Consulting Engineering Services (80 Hour minimum)	Hourly	\$213/hour
OPS-PS-003	Opware Core Installation and Integration	TBD	To Be Quoted
OPS-OSS-001	On-Site Engineering Support Annual FTE  (Contract Year min/max Qty 1)	Year	\$317,625
OPS-T-001	User Training 3-day course (Max 10 Students) (excludes T&L and Facilities)	UNIT	\$14,421.98
OPS-T-002	Admin Training 2-day course (Max 5 Students) (excludes T&L and Facilities)	UNIT	\$4,807
OPS-LMB-001	Opware Maintenance & Support (Gold) for Baseline Technology in CLIN OPS-L-001	Yearly	\$641,250

\*There is a license limitation of 200 servers under management for a SE core.

\*\* There is no license restriction with regard to the numbers of servers that may managed by an enterprise core the limits are only those imposed by systems sizing and bandwidth for the management tasks itself. Additional cores may be required to allow the management platform to be deployed in proximity to the servers managed thus relieving the bandwidth issues.

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### Opware Specific Terms & Conditions

1. License for Software will be governed by the Opware License Agreement (incorporated by reference) , (See Addendum 2)
2. Terms for Opware Maintenance and Professional Services will be governed by the Opware Service & Maintenance Agreement (See Addendum 3)
3. The Unlimited Agent license will apply to any server owned, leased and managed by DOE or DOE Field Activity (including M&O contractors) for

support of the DOE mission. (managing services or systems for organizations external to DOE is specifically excluded from this license)