



**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-51 Information Technology Professional Services
Special Item No. 132-32 Term Software License
Special Item No. 132-33 Perpetual Software License

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.

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Contract Number:
GS-35F-0238M

Period Covered by Contract
1/30/2002 – 1/29/2017

Solicitation FCIS-JB 980001-B-REFRESH #31

General Services Administration
Federal Supply Service

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/>

Pricelist current through Modification No. PO-0041, dated September 28, 2015.

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or
Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Aeon Nexus Corporation
174 Glen Street
Glens Falls, NY 12801

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

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

(518) 338-1551

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATICAL 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: **109396627**
Block 30: Type of Contractor – A

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1983534

- 4a. CAGE Code: **1SVT0**
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-51</u>	As negotiated through Aeon Nexus and ordering office

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

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

- a. Prompt Payment: 1% - 15 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions
- e. Other

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:

10. Small Requirements: The minimum dollar value of orders to be issued is \$1000.00.

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

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

- Special Item Number 132-3 - Leasing of Product
- Special Item Number 132-4 – Daily / Short Term Rental
- Special Item Number 132-8 - Purchase of Equipment
- Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 – Maintenance of Software
- Special Item Number 132-51 - Information Technology (IT) Professional Services
- Special Item Number 132-52 - Electronic Commerce (EC) Services
- Special Item Number 132-53 – Wireless Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

- Special Item Number 132-50 - Training Courses

c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:

- Special Item Number 132-60 – Access Certificates for Electronic Services (ACES) Program
- Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
- Special Item Number 132-62 – HSPD-12 Product and Service Components

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

<http://www.aeonexus.com>

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

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

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established

Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

**16. DESCRIPTION OF IT/EC SERVICES AND PRICING
SERVICES PRICELIST**



AEON NEXUS

Requirements to results.

Aeon Nexus Corporation

GSA Pricelist

TITLE: DATA ENTRY OPERATOR I

Labor Rate: \$21.24/hour

SUMMARY:

Under close supervision, operates a data entry terminal to transcribe routine information into well-defined form suitable for computer processing.

DUTIES AND RESPONSIBILITIES:

- *Keys input data into a computer terminal using appropriate codes and predefined formats.
- *Verifies entries are correct by reviewing source material or computer reports and makes necessary adjustments.
- *Operates other equipment as directed (computer workstations, word processors, CRT, Xerox, etc.)
- *Maintains related records and logs.

MINIMUM QUALIFICATIONS:

Associate Degree in an associated discipline with related experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities. Ability to program in client/server applications and knowledge of database concepts and data security.

TITLE: DATABASE SPECIALIST III

Labor Rate: \$98.03/hour

SUMMARY:

Under minimum supervision, responsible for all activities related to the administration, planning and development of computerized databases. Responsibilities include data modeling and design of client server and n-tier architecture systems, data base performance tuning, configuration management, telecommunication requirements, analysis and implementation of commercial RDBMS packages and application servers, implementation of policies and procedures pertaining to database management, security maintenance and utilization. Exercises independent judgment, consults with and advises database users relative to procedures, technical problems, priorities and methodologies.

DUTIES AND RESPONSIBILITIES:

- *Establishes procedures for operations of the database and database management system and ensures compliance with ADP security policies of the company as well as the clients.
- *Supervises the collection of data elements and prepares database specifications. Develops, maintains, and controls the data dictionary.
- *Supervises data migration and conversion.
- *Responsible for the logical and physical database design and configuration management.
- *Develops and maintains control programs for accessing databases, data base security and user access.
- *Maintains, refines/enhances the database and modifies logical relationships, as necessary.
- *Develops standards and implements procedures for testing the back-up and recovery procedures of automated systems and security and privacy of automated systems.
- *Monitors database performance statistics and provide performance tuning.
- *Monitors systems.. Performs HW/SW upgrade as applicable.
- *Provide telecommunication requirements and analysis and evaluation of telecommunications and RDBMS.

MINIMUM QUALIFICATIONS:

Bachelors Degree in an associated discipline and a minimum of five (5) years of related experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities. Minimum four (4) years of experience in client server or two (2) years of distributed architecture environment in the area of MIS or web-based applications development.

TITLE: PRINCIPAL ENGINEER III

Labor Rate: \$96.93/hour

SUMMARY

Under limited supervision, exercises independent judgment and creativity on a regular basis in solving highly complex major technical problems, and in providing guidance and recommendations. May provide technical direction to one or more professional and/or technical persons on an assigned project. Normally works closely with clients and project manager.

DUTIES AND RESPONSIBILITIES.

- *Analyzes problems such as user requirements, input data and form, output data and form, available computer configuration, processing and turnaround time requirements.
- *Develops analytical and computational techniques for solving problems.
- *Plans, conducts and directs systems projects of major importance and difficulty, necessitating the application of advanced computer systems knowledge.
- *Leads corporate-wide initiatives to improve the software development process. Chairs meetings addressing software process improvement. Develops policies, procedures and standards governing the software development process.
- *Coordinates quality assurance activities at the corporate level. Provides support for quality assurance activities at the individual project level.
- *Develops configuration management procedures tailored to individual software development projects.
- *Observe and implement corporate approach and guideline to systems analysis, particularly in the area of CMM and SEI.
- *Research into systems analysis methodology and repository of such information in electronic format for re-use
- *Evaluation, testing, configuration management and other software tools that support the software development process.
- *Maintains comprehensive knowledge in the development of client/server and internet applications that utilize a n-tier architecture and graphical user interface.

MINIMUM QUALIFICATIONS:

Bachelors Degree in Computer Science/MIS and a minimum of six (6) years of related experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities. Knowledge of design methodology, case and analysis tool, ER diagram, data flow analysis, relational database design, documentation standards is required to provide object-oriented analysis, design and programming. Minimum five (5) year of experience in client server or three (3) years of distributed architecture environment in the area of MIS or web-based applications development.

TITLE: PROJECT DIRECTOR

Labor Rate: \$120.13

SUMMARY

Under limited supervision, directs and manages the operation of several programs/ projects. Responsible for planning, developing, implementing and evaluating overall program policies and directing subordinate managers/staff. Administration/ management/ monitoring responsibilities include, but may not be limited to: establishment of goals, objectives, performance requirements, standards, and accountability; administration of program costs, budget, and management and operation of programs.

DUTIES AND RESPONSIBILITIES

- *Implements company operating procedures, standards and guidelines to ensure product quality.
- *Responsible for financial/technical success of programs/projects.
- *Ensures that the operational planning and capabilities are continuously attuned to customer trends, market fluctuations and changes in technology.
- *Establishes, maintains and enforces high standards of professional excellence
- *Serves as advisor to project management in matters involving company policies, programs and services.
- *Analyzes extremely complex technical/financial problems. Develops/renders solutions.
- *Approves documentation standards, system specifications, feasibility and justification reports, policy recommendations and major changes to production systems.
- *Oversees the analysis, design and development of new systems and system enhancements.
- *Advises project management on technical concepts and functional capabilities.
- *Approves procedures and methodologies for the system review/ development/implementation processes and policy development.
- *Interact with other directors if necessary to ensure best utilization of resources within the corporate

MIMIMUM QUALIFICATIONS

Bachelor Degree in an associated field, and a minimum of 10 years related experience or an equivalent combination of experience and training that provides the required knowledge, skills, and abilities. Two years of ADP project management experience required.

TITLE: PROJECT MANAGER

Labor Rate: \$96.49

SUMMARY:

Under broad supervision, provides management and technical direction to one or multiple projects. Regularly exercises independent judgment, as well as a high level of analytical skill, in solving complex and unusual technical, administrative and managerial problems. Provides overall direction of program activities.

DUTIES AND RESPONSIBILITIES:

- *Implement project policies and procedures in accordance with contract/project requirements.
- *Responsible for all aspects of project performance (i.e., technical, contractual, administrative, financial)
- *Responsible for preparation of annual operating budget input for performance of requirements and other support/service operations.
- *Responsible for the analysis, design and development of assigned projects.
- *Creates and maintains technical and financial reports in order to demonstrate progress.
- *Organizes and assigns duties/responsibilities to subordinates and oversees the successful completion of assigned tasks.
- *Assumes the initiative and provides support to marketing personnel in identifying and acquiring potential business.
- *Participate in technical presentation, and bid and proposal responses
- *Ensures the development, maintenance, and implementation of a program management plan (MS project): a document which guides the performance of all functional activities performed.
- *Ensures the maximum service is obtained from all operations through efficient use of personnel, equipment, quality assurance and configuration management.
- *Consults with clients to ensure conformity with contractual obligations, to include provision of reporting as required.

MINIMUM QUALIFICATIONS:

Bachelor Degree in an associated discipline and a minimum of 8 years or related experience or any equivalent combination of education and training that provides the required knowledge, skills, and abilities. Must possess two (2) years of task leader experience managing a group of engineers and the full ADP life cycle in software engineering.

TITLE: ARIBA CONSULTANT

Labor Rate: \$215.00/hour

SUMMARY:

Under minimum supervision, responsible for all activities related to the administration, planning and development of activities pertaining to the implementation of Ariba software applications. Additional responsibilities include data modeling and design of client server and n-tier architecture systems, data base performance tuning, configuration management, analysis and implementation of Ariba software and application servers, implementation of policies and procedures pertaining to database management and training. Exercises independent judgment, consults with and advises software users relative to procedures, technical problems, priorities and methodologies.

DUTIES AND RESPONSIBILITIES:

- *Researches client environment and suggests configuration based upon best-practices
- *Installs and configures applications
- *Works with client staff to implement software and load data
- *Provides documentation and training to client staff

MINIMUM QUALIFICATIONS:

Associate Degree in an associated discipline with related experience or an equivalent combination of education and training that provides the required knowledge, skills, and abilities. Ability to program in client/server applications and knowledge of database concepts and data security.

TITLE: EXECUTIVE PROJECT DIRECTOR

Labor Rate: \$315.00

SUMMARY:

Directs and controls consultants and client team to manage full lifecycle projects. Regularly provides executive-level leadership and insight, including managing multiple projects and providing analytical approach.

DUTIES AND RESPONSIBILITIES:

- *Direct project policies and procedures in accordance with contract/project requirements.
- *Plan, direct and manage project goals with client to ensure milestones are being achieved.
- *May be responsible for design and implementation of complex projects, including but not limited to gathering functional/technical requirements, defining business rules, defining and setting system parameters and creating preliminary test scripts.
- *May be responsible for configuration, upgrade and building of projects, including but not limited to creating systems based on previous design documents, upgrading existing implementations or existing legacy systems, performing unit/user testing.
- *May be responsible for deploying and supporting projects, including but not limited to end-user training development/delivery, creating and executing deployment plans, designing and implementing knowledge transfer and ongoing support
- *Ensures the maximum service is obtained from all operations through efficient use of personnel, equipment, quality assurance and configuration management.
- *Manages project and client team to ensure success, as well as adherence to project timelines and budget.

MINIMUM QUALIFICATIONS:

Bachelor Degree in an associated discipline and a minimum of 10 years or related experience or any equivalent combination of education and training that provides the required knowledge, skills, and abilities.

TITLE: CONSULTANT – PROJECT MANAGER

Labor Rate: \$280.00

SUMMARY:

Supervises consultants and provides management and technical instruction to one or multiple Microsoft/Oracle/SAP-related projects. Regularly exercises independent judgment, including interacting with the client to provide project direction and recommendations, as well as a high level of analytical skill, in solving complex and unusual technical, administrative and managerial problems.

DUTIES AND RESPONSIBILITIES:

- *Implement project policies and procedures in accordance with contract/project requirements.

- *Plan and manage project goals with client to ensure milestones are being achieved.
- *May be responsible for design and implementation of Microsoft/Oracle/SAP projects, including but not limited to gathering functional/technical requirements, defining business rules, defining and setting system parameters and creating preliminary test scripts.
- *May be responsible for configuration, upgrade and building of Microsoft/Oracle/SAP projects, including but not limited to creating systems based on previous design documents, upgrading existing Microsoft/Oracle/SAP implementations or existing legacy systems, performing unit/user testing.
- *May be responsible for deploying and supporting Microsoft/Oracle/SAP projects, including but not limited to end-user training development/delivery, creating and executing deployment plans, designing and implementing knowledge transfer and ongoing support
- *Ensures the maximum service is obtained from all operations through efficient use of personnel, equipment, quality assurance and configuration management.
- *Manages project and client team to ensure success, as well as adherence to project timelines and budget.

MINIMUM QUALIFICATIONS:

Bachelor Degree in an associated discipline and a minimum of 8 years or related experience or any equivalent combination of education and training that provides the required knowledge, skills, and abilities.

TITLE: CONSULTANT - SENIOR

Labor Rate: \$225.00

SUMMARY:

Under broad supervision, provides management and technical direction to one or multiple Microsoft/Oracle/SAP-related projects. Regularly exercises independent judgment, as well as a high level of analytical skill, in solving complex and unusual technical, administrative and managerial problems.

DUTIES AND RESPONSIBILITIES:

- *Implement project policies and procedures in accordance with contract/project requirements.
- *Plan and manage project goals, scope of work and resource planning/scheduling.
- *May be responsible for design and implementation of Microsoft/Oracle/SAP projects, including but not limited to gathering functional/technical requirements, defining business rules, defining and setting system parameters and creating preliminary test scripts
- *May be responsible for configuration, upgrade and building of Microsoft/Oracle/SAP projects, including but not limited to creating systems based on previous design documents, upgrading existing Microsoft/Oracle/SAP implementations or existing legacy systems, performing unit/user testing.
- *May be responsible for deploying and supporting Microsoft/Oracle/SAP projects, including but not limited to end-user training development/delivery, creating and executing deployment plans, designing and implementing knowledge transfer and ongoing support

*Ensures the maximum service is obtained from all operations through efficient use of personnel, equipment, quality assurance and configuration management.

*Consults with clients to ensure conformity with contractual obligations, to include provision of reporting as required.

MINIMUM QUALIFICATIONS:

Bachelor Degree in an associated discipline and a minimum of 8 years or related experience or any equivalent combination of education and training that provides the required knowledge, skills, and abilities.

TITLE: CONSULTANT - MIDLEVEL

Labor Rate: \$167.00

SUMMARY:

Under broad supervision, provides management/functional and technical direction to one or multiple Microsoft/Oracle/SAP-related projects. Regularly exercises independent judgment, as well as a high level of analytical skill, in solving complex and unusual technical, administrative and managerial problems.

DUTIES AND RESPONSIBILITIES:

*Implement project policies and procedures in accordance with contract/project requirements.

*Plan and manage project goals, scope of work and resource planning/scheduling.

*May be responsible for design and implementation of Microsoft/Oracle/SAP projects, including but not limited to gathering functional/technical requirements, defining business rules, defining and setting system parameters and creating preliminary test scripts

*May be responsible for configuration, upgrade and building of Microsoft/Oracle/SAP projects, including but not limited to creating systems based on previous design documents, upgrading existing Microsoft/Oracle/SAP implementations or existing legacy systems, performing unit/user testing.

*May be responsible for deploying and supporting Microsoft/Oracle/SAP projects, including but not limited to end-user training development/delivery, creating and executing deployment plans, designing and implementing knowledge transfer and ongoing support

*Ensures the maximum service is obtained from all operations through efficient use of personnel, equipment, quality assurance and configuration management.

*Consults with clients to ensure conformity with contractual obligations, to include provision of reporting as required.

MINIMUM QUALIFICATIONS:

Bachelor Degree in an associated discipline and a minimum of 4 years or related experience or any equivalent combination of education and training that provides the required knowledge, skills, and abilities.

TITLE: CONSULTANT - JUNIOR

Labor Rate: \$126.00

SUMMARY:

Under supervision, provides functional and technical direction to one or multiple Microsoft/Oracle/SAP-related projects. Regularly exercises independent judgment, as well as a high level of analytical skill, in solving complex and unusual technical, administrative and managerial problems.

DUTIES AND RESPONSIBILITIES:

- *Implement project policies and procedures in accordance with contract/project requirements.
- *May be responsible for design and implementation of Microsoft/Oracle/SAP projects, including but not limited to gathering functional/technical requirements, defining business rules, defining and setting system parameters and creating preliminary test scripts
- *May be responsible for configuration, upgrade and building of Microsoft/Oracle/SAP projects, including but not limited to creating systems based on previous design documents, upgrading existing Microsoft/Oracle/SAP implementations or existing legacy systems, performing unit/user testing.
- *May be responsible for deploying and supporting Microsoft/Oracle/SAP projects, including but not limited to end-user training development/delivery, creating and executing deployment plans, designing and implementing knowledge transfer and ongoing support
- *Ensures the maximum service is obtained from all operations through efficient use of personnel, equipment, quality assurance and configuration management.
- *Consults with clients to ensure conformity with contractual obligations, to include provision of reporting as required.

MINIMUM QUALIFICATIONS:

Bachelor Degree in an associated discipline and a minimum of 2 years or related experience or any equivalent combination of education and training that provides the required knowledge, skills, and abilities.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL
ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (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 postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS** The Contractor shall provide all Enterprise User License Agreements in an editable format.

3. **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. ****Contractor is to insert commercial guarantee/warranty clauses.**** 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.

4. **TECHNICAL SERVICES** The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number at the time of order for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number availability will be provided upon order.

5. **SOFTWARE MAINTENANCE** a. Software maintenance as it is defined: (select software maintenance type) :

 X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on- line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34) a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time. b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor. c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period. d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years. e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Offeror does not support conversion from a term license to perpetual license.

8. TERM LICENSE CESSATION

Offeror does not support term license cessation.

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

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33) 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. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. 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.

12. RIGHT-TO-COPY PRICING

The offeror does not support the right-to-copy.

17. DESCRIPTION OF PRODUCTS AND PRICING

PRODUCT PRICELIST

SIN	Mfr Name	Description	Manufacturer's List Price	GSA Price with IFF	Warranty	Country of Origin
132-33	Adxstudio Inc.	Adxstudio Portals: Professional Edition	\$11,995.00	\$10,346.46	90 days	USA
132-33	Adxstudio Inc.	Adxstudio Portals: Enterprise Edition	\$23,995.00	\$20,697.24	90 days	USA
132-34	Adxstudio Inc.	Annual Software Maintenance for Adxstudio Portals Professional Edition	\$2,159.00	\$1,862.28	90 days	USA
132-34	Adxstudio Inc.	Annual Software Maintenance for Adxstudio Portals Enterprise Edition	\$4,319.00	\$3,725.42	90 days	USA
132-33	Adxstudio Inc.	Adxstudio ALM Toolkit: Developer Seat License	\$500.00	\$431.28	90 days	USA
132-33	Adxstudio Inc.	Adxstudio ALM Toolkit: Site License	\$2,000.00	\$1,725.13	90 days	USA
132-34	Adxstudio Inc.	Annual Software Maintenance for Adxstudio ALM Toolkit Developer Seat License	\$90.00	\$77.63	90 days	USA
132-34	Adxstudio Inc.	Annual Software Maintenance for Adxstudio ALM Toolkit Site License	\$360.00	\$310.52	90 days	USA
132-33	Adxstudio Inc.	Adxstudio Portals: SaaS Edition (Monthly)	\$995.00	\$858.25	90 days	USA
132-33	Adxstudio Inc.	Adxstudio Portals: SaaS Edition (Annually)	\$11,940.00	\$10,299.02	90 days	USA

SIN	Supplier Name	Part #	Description	Manufacturer's List Price	GSA Price with IFF	Warranty	Country of Origin
132-32	Procurex, Inc.	RA - Annual Membership	12 month Annual Reverse Auction Platform Access - 1 - 25 Buyers in agency or buying entity	\$120,000.00	\$99,742.50	1 Year	USA
132-32	Procurex, Inc.	RA - Annual Membership	12 month Annual Reverse Auction Platform Access - 26 - 100 Buyers in agency or buying entity	\$159,000.00	\$132,990.00	1 Year	USA
132-32	Procurex, Inc.	RA - Annual Membership	12 month Annual Reverse Auction Platform Access - 101 - 250 Buyers in agency or buying entity	\$240,000.00	\$199,485.00	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-251-750	12 month Annual Reverse Auction Platform Access - 251 - 750 Buyers in agency or buying entity	\$402,000.00	\$332,475.00	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-751-2000	12 month Annual Reverse Auction Platform Access - 751 - 2000 Buyers in agency or buying entity	\$558,000.00	\$465,465.00	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-2001-3500	12 month Annual Reverse Auction Platform Access - 2001 - 3500 Buyers in agency or buying entity	\$720,000.00	\$598,455.00	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-3501-5000	12 month Annual Reverse Auction Platform Access - 3501 - 5000 Buyers in agency or buying entity	\$876,000.00	\$731,445.00	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-5001	12 month Annual Reverse Auction Platform Access - 5001+ Buyers in agency or buying entity	\$1,044,000.00	\$864,435.00	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-FT-Support	Full Time Dedicated Support FTE for Reverse Auction Program per agency/ per person for 12 months	\$120,000.00	\$99,742.50	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-HT-Support	Half Time Support FTE for Reverse Auction Program per agency/ per person for 12 months	\$72,000.00	\$59,845.50	1 Year	USA
132-32	Procurex, Inc.	RA-Onsite-Training	1 day onsite training per day per person	\$5,000.00	\$4,155.94	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-SPM	12 month Annual Reverse Auction Platform Access - Supplier Pay Model, per event pricing, unlimited events to any size agency (*maximum fee per event of \$9,500)	3.0% of contract value fee	2.02%	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-SPM-FT-Support	Full Time Dedicated Support FTE for Reverse Auction Program per agency/ per person for 12 months	\$120,000.00	\$99,742.50	1 Year	USA
132-32	Procurex, Inc.	RA-Annual-SPM-HT-Support	Half Time Support FTE for Reverse Auction Program per agency/ per person for 12 months	\$72,000.00	\$59,845.50	1 Year	USA
132-32	Procurex, Inc.	RA-Onsite-Training-SPM	1 day onsite training per day per person	\$5,000.00	\$4,155.94	1 Year	USA

SIN	Supplier Name	Part #	Description	Manufacturer's List Price	GSA Price with IFF	Warranty	Country of Origin
132-32	Procurex, Inc.	RA-SEA-SPM-LT1M	Single Event Reverse Auction Platform Access - Supplier Pay/Client Pay Model, per event pricing when contract value is \$1,000,000 or lower (*maximum fee per event of \$12,500)	3.0% of contract value fee	2.49%	1 Year	USA
132-32	Procurex, Inc.	RA-SEA-SPM-2-10M	Single Event Fully Managed Reverse Auction Platform Access - Supplier Pay/Client Pay Model, per event pricing when contract value is \$2,000,001 - \$10,000,000	\$30,000.00	\$22,165.00	1 Year	USA
132-32	Procurex, Inc.	RA-SEA-SPM-10-25M	Single Event Fully Managed Reverse Auction Platform Access - Supplier Pay/Client Pay Model, per event pricing when contract value is \$10,000,001 - \$25,000,000	\$50,000.00	\$38,788.75	1 Year	USA
132-32	Procurex, Inc.	RA-SEA-SPM-GT25M	Single Event Fully Managed Reverse Auction Platform Access - Supplier Pay/Client Pay Model, per event pricing when contract value is \$25,000,000 and above	\$75,000.00	\$55,412.50	1 Year	USA
132-32	Procurex, Inc.	ERA-SEA-LT10MKWH	Less than 10,000,000 Kwh energy purchase reverse auction event management	0.00130	0.00111	1 year	USA
132-32	Procurex, Inc.	ERA-SEA-10-40MKWH	10,000,001 Kwh - 40,000,000 Kwh energy purchase reverse auction event management	0.00100	0.00083	1 Year	USA
132-32	Procurex, Inc.	ERA-SEA-40-65MKWH	40,000,001 Kwh - 65,000,000 Kwh energy purchase reverse auction event management	0.00087	0.00072	1 year	USA
132-32	Procurex, Inc.	ERA-SEA-65-100MKWH	65,000,001 Kwh - 100,000,000 Kwh energy purchase reverse auction event management	0.00073	0.00061	1 year	USA
132-32	Procurex, Inc.	ERA-SEA-100-150MKWH	100,000,001 Kwh - 150,000,000 energy purchase reverse auction event management	0.00060	0.00050	1 year	USA
132-32	Procurex, Inc.	ERA-SEA-GT150MKWH	Greater than 150,000,001 Kwh energy purchase reverse auction event management	0.00053	0.00044	1 year	USA
132-32	Procurex, Inc.	NGRA-SEA-LT100MMBTU	Less than 100,000 MMBtu energy purchase reverse auction event management	0.13000	0.11083	1 year	USA
132-32	Procurex, Inc.	NGRA-SEA-100-400MMBTU	100,001 MMBtu - 400,000 MMBtu energy purchase reverse auction event management	0.10000	0.08312	1 year	USA
132-32	Procurex, Inc.	NGRA-SEA-400-650MMBTU	400,001 MMBtu - 650,000 MMBtu energy purchase reverse auction event management	0.08700	0.07204	1 year	USA
132-32	Procurex, Inc.	NGRA-SEA-650-1000MMBTU	650,001 MMBtu - 1,000,000 MMBtu energy purchase reverse auction event management	0.07300	0.06095	1 year	USA

SIN	Supplier Name	Part #	Description	Manufacturer's List Price	GSA Price with IFF	Warranty	Country of Origin
132-32	Procurex, Inc.	NGRA-SEA-1000-1500MMBTU	1,000,001 MMBtu - 1,500,001 MMBtu energy purchase reverse auction event management	0.06000	0.04987	1 year	USA
132-32	Procurex, Inc.	NGRA-SEA-GT1500MMBTU	Greater than 1,500,001 MMBtu energy purchase reverse auction event management	0.05300	0.04433	1 year	USA

EPS Products

SIN	Mfr Name	Part Number	Description	Manufacturer's List Price	GSA Price with IFF	Warranty	Country of Origin
132-32	e-Procurement Services (ePS)	ePS Catalog, ePS Procure, ePS Fulfill, ePS Payment	Base ePS software suite with 36 month term (pricing is annual)	\$125,000.00	\$112,840.00	NA	USA

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Meghan A. Barkley, Tel: (703) 257-0432, meghanbarkley@aeonnexus.com, Fax (703) 330-4460.

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 activity):

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity 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 ordering activity 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 or 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 customers 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.