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VOLUME III – PRICE PROPOSAL

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

AVATAR Computing, Inc. develops unique, customized solutions that meet diverse Department of Defense customer needs, and their specific initiatives to improve communications, presentation, and data management. AVATAR provides the tools, processes and competencies required for effective program and systems engineering management for both government and commercial acquisitions, to include: Audio/Visual Support Services, Help Desk Services, System Administration, Graphic Design, Web Design, Web Development, Database Administration, Database Development, SharePoint Administration, SharePoint Development, Social Network/Content Engineering, Network Engineering, IT Project Management, Application/Mobile Development, Technical Writing Services, Subject Matter Expert (SME) Services, Analyst Services, Contract Specialist Services, and Conference Facilitation.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

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

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code 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

SPECIAL ITEM NUMBER 132-100 – ANCILLARY SUPPLIES AND/OR SERVICES

Contract Number: _____

Period Covered by Contract: _____

General Services Administration Federal Acquisition Service

Pricelist current through Modification # _____, dated _____.

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

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1.0 INFORMATION FOR ORDERING ACTIVITIES

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

AVATAR Computing, Inc.
146 Main Street, Suite 401
Worcester, MA 01608

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

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

508-459-3778

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 011446668

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

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 59-3791930

Block 40: Veteran Owned Small Business (VOSB): A. Service Disabled Veteran Owned Small Business

4a. CAGE Code: 1LKQ0

4b. Contractor ~~has~~~~has not~~ registered with the Central Contractor Registration Database.

5. FOB DESTINATION: 50 states, District of Columbia, and Puerto Rico

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>132-34</u>	<u>TBD</u> Days
<u>132-51</u>	<u>TBD</u> Days
<u>132-100</u>	<u>TBD</u> Days

Though AVATAR's offerings are service-based, when applicable—for SINS 132-34, 132-51, and 132-100—AVATAR shall deliver to destination within the number of calendar days after receipt or order (ARO), as negotiated between the ordering agency and AVATAR at the time of ordering.

For those services/ that can be delivered quicker than normal delivery times offered by AVATAR and where the customer requests expedited delivery, AVATAR will provide expedited delivery of services and/or tasks as negotiated in and at the time of the order.

Ordering activities may request overnight and 2-day delivery of service items and documentation, if applicable. If requested, the expedited service costs or increased delivery costs (FedEx or other shippers) will be reimbursed by the ordering activities, as negotiated in the order or at the time of request for expedited delivery.

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: 0% - ___ days from receipt of invoice or date of acceptance, whichever is later.

- b. Quantity: 0%
- c. Dollar Volume: 0%
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): **There are no other discounts offered to any customers**

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: N/A

10. Small Requirements: The minimum dollar of orders to be issued is \$500.

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

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

Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-51 - Information Technology Professional Services

- d. The Maximum Order for the following Special Item Number (SIN) is \$150,000:

Special Item Number 132-100 - Ancillary Supplies and/or Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary

standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time-and-a-half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.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. 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.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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:

No overseas services are offered.

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 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.avatar-computing.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)

2.0 TERMS AND CONDITIONS

<p style="text-align: center;">TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34)</p>
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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. 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.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(508-459-3778)** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00am** to **4:00pm Eastern**.

4. SOFTWARE MAINTENANCE

- a. Software maintenance as a Service (SIN 132-34) is defined as:

A service that 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.**

5. PERIODS OF 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. 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 maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (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.

7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

AVATAR provides the following software maintenance services: identification and resolution of minor software and hardware issues; identification and resolution of LAN/WAN connectivity problems; equipment configuration to meet DOI and NPS Microsoft Active Directory (AD) requirements; operating system, application software, and server maintenance; Virtual Private Network (VPN) configuration and maintenance; repair and replacement of hardware components and computer peripheral devices on servers, desktops, and notebook computers; and testing and verification of backup media. In addition, AVATAR performs regular and preventative systems maintenance, including software and hardware upgrades (to including the removal of obsolete software) and user account updates to maintain compliance with site-specific networking standards. AVATAR has experience negating issues inherent in Microsoft operating systems and software programs.

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

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

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

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

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

Services Offered: AVATAR Computing, Inc. offers a wide variety of technical services that include standard industry procedures coupled with the flexibility to deliver unique solutions for the highly specialized needs of the government today. We offer our standard commercial catalogue of labor categories at reduced rates for the government customers that utilized our services under this GSA Contract. AVATAR provides the following services:

- Audio/Visual Support Services
- Help Desk Services
- System Administration
- Graphic Design
- Web Design
- Web Development
- Database Administration
- Database Development
- SharePoint Administration
- SharePoint Development
- Social Network/Content Engineering
- Network Engineering
- IT Project Management
- Application/Mobile Development
- Technical Writing Services
- Subject Matter Expert (SME) Services
- Analyst Services
- Contract Specialist Services
- Conference Facilitation

b. Pricing for all IT Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Proposed GSA Rates for Government Site/Location:

Labor Category	Government Rate	Commercial Rate	Government Discount
Audio/Visual Support Services	\$55	\$65	15%
Help Desk (Level I)	\$45	\$53	15%
Help Desk (Level II)	\$55	\$65	15%
Help Desk (Level III)	\$71	\$100	29%
System Administrator (Level I)	\$61	\$68	10%
System Administrator (Level II)	\$71	\$79	10%
Graphic Designer	\$64	\$75	15%
Web Designer	\$75	\$83	10%
Web Developer	\$80	\$100	20%

Database Administrator	\$60	\$67	10%
Database Developer	\$77	\$86	10%
SharePoint Administrator	\$50	\$59	15%
SharePoint Developer	\$83	\$92	10%
Social Networking/Content Engineering	\$72	\$100	28%
Network Engineer	\$74	\$82	10%
IT Project Manager	\$110	\$122	10%
Application/Mobile Developer	\$130	\$144	10%
Training Development	\$80	\$89	10%
Technical Writer	\$70	\$78	10%
Subject Matter Expert (SME)	\$115	\$128	10%
Analyst Specialist (Level I)	\$70	\$82	15%
Analyst Specialist (Level II)	\$83	\$92	10%
Analyst Specialist (Level III)	\$104	\$116	10%
Contract Specialist (Level I)	\$63	\$74	15%
Contract Specialist (Level II)	\$73	\$86	15%
Conference Facilitator	\$48	\$56	15%

Audio/Visual Support Services

Minimum/General Experience: Minimum of two (2) years experience in assembling and operating audio visual and teleconferencing systems of all types.

Functional Responsibility: Sets up teleconferences and/or audio visual equipment for meetings and conferences at customer sites or off-site conference facilities arranged by customers. Operates equipment during meetings and disassembles equipment upon completion. Must also hold responsibility for maintaining and inventorying such equipment to ensure that it is in working condition at all times.

Minimum Education – High School diploma or equivalent plus basic computer and telecommunications knowledge.

Help Desk Technician (Level I)

Minimum/General Experience: Level I Help Desk Technicians must have one (1) year of experience in Call Center and/or Customer Service ideal with a basic understanding of computer software and hardware.

Functional Responsibility: Serves as the first point of contact for the customer. Responds to phone calls and e-mail requests for basic technical assistance. Gather the customer’s information and determine the issue by analyzing the

symptoms and figuring out the underlying problem. Documents, tracks and monitors the problem to ensure a timely resolution. Escalates unresolved issues to Help Desk II. Works under immediate supervision.

Minimum Education – No degree required, Entry level certification (e.g. CompTIA A+, Network+, Security+, MCTS) preferred.

Help Desk Technician (Level II)

Minimum/General Experience: Level II Help Desk Technicians must have at least two (2) years of Experience in a Help Desk or technical support position. Advanced understanding of computer hardware, software and networking components is required.

Functional Responsibility: Provides support to end users on a variety of technical issues, including escalated Help Desk I inquiries. Identifies, researches, and resolves technical problems, including hardware, software, and networking. Documents, tracks and monitors the problem to ensure a timely resolution. Able to work independently while resolving a task.

Minimum Education – Associates Degree in a related field (e.g. Computer Science, IT, CIS) or equivalent experience. IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

Help Desk Technician (Level III)

Minimum/General Experience: Level III Help Desk Technicians must have at least four (4) years of Experience in technical support.

Functional Responsibility: Provides advanced support to end users on a variety of issues, including escalated Help Desk II issues. Identifies, researches, and resolves complex problems. May be considered Subject Matter Expert (SME) within a particular field. Works independently and typically in a supervisory position.

Minimum Education – Bachelor's degree in a related field (e.g. Computer Science, IT, Management Information Systems, Project Management, , etc.) or equivalent experience/IT industry certifications (CISSP, MCSE, MCSA, CCNA, PMP).

System Administrator (Level I)

Minimum/General Experience: Level I System Administrators must have at least two (2) years of System Administration experience.

Functional Responsibility: Installs, configures, and maintains servers, exchange, active directory, backup devices, network cabling, and other related equipment, devices, and systems. Troubleshoot systems to identify and correct malfunctions and other operational difficulties; Patch management for workstations.

Minimum Education – A Bachelor of Science degree in Computer Science, Information Systems Management, or a related IT discipline. Technical certification(s): MCSE, MCSA, MCITP:SA CCNA/CCNP.

System Administrator (Level II)

Minimum/General Experience: Level II System Administrators must have at least four (4) years of system administration. Senior-level experience with various operating systems, storage platforms, computing architectures, and server hardware.

Functional Responsibility: Lead administrator who installs, configures, and maintains servers, exchange, active directory, backup devices, network cabling, and other related equipment, devices, and systems. Troubleshoot systems to identify and correct malfunctions and other operational difficulties; Patch management for workstations.

Minimum Education – Bachelors degree in a related field (e.g. Computer Science, IT, Management Information Systems,) or equivalent experience. Masters Degree preferred. Technical certification(s): MCSE, MCSA, MCITP:SA, CCNA/CCNP.

Graphic Designer

Minimum/General Experience: Graphic Designers must have two (2) years of specialized experience web/ graphics development.

Functional Responsibility: Designs and builds web pages using a variety of graphics software application, techniques and tools. Tasks may include the developing and providing content that will motivate users so that users will regularly access the website and use it as a major source of information. Managing and performing website maintenance activities including updating information and continual education to stay up-to-date with web page development technology.

Minimum Education – Associate's degree in related field. Bachelors degree preferred. IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

Web Designer

Minimum/General Experience: Web Developers must have two (2) years of experience in Web Design/Development.

Functional Responsibility: Analyze, design and implement Web Pages using state-of-the-art techniques in Java, HTML FrontPage and database integration tools such as Cold Fusion. Conduct user analysis; assess current customer web designs and those in the industry. Develop sample web designs for user review and input.

Minimum Education – Associate's degree in related field. Bachelors degree preferred. IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

Web Developer

Minimum/General Experience: Web Developers must have five (5) years of experience in Web Development.

Functional Responsibility: Proficient in HTML/CSS/XML/JavaScript. Knowledge of Database development and administration. Knowledge in an SQL Server environment. Experience in Flash/Dreamweaver/Photoshop. Assist with hardware and software problems pertaining to scope of work/area of expertise. Be available to collaborate with staff, users, and management to establish requirements for new systems or modifications.

Minimum Education – Bachelor's degree in a related field (e.g. Graphic Design, Computer Science, IT, Management Information Systems, Software Engineering,) or equivalent experience/IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

Database Administrator

Minimum/General Experience: Database Administrators must have at least six (6) years of data administration experience.

Functional Responsibility: Manages the administration of an organization's database. Analyzes the organization's database needs and develops a long-term strategy for data storage. Establishes policies and procedures related to data security and integrity and monitors and limits database access as needed. Oversees the design, maintenance and implementation of the systems that manage an internal database. Relies on extensive experience and judgment to plan and accomplish goals. A wide degree of creativity and latitude is expected.

Minimum Education – Bachelor's degree in a related field (e.g. Computer Science, IT, Management Information Systems, Software Engineering,) or equivalent experience IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

Database Developer

Minimum/General Experience: Database Developers must have at least five (5) years of experience with Microsoft SQL Server Database Development.

Functional Responsibility: Design and create logical data models and databases Design and implement data warehouses Develop complex reports utilizing SQL Reporting Services Research, recommend, and implement analytics tools Remain current on relevant technologies and development best practices. Additional tasks include dimensional modeling, cube design, query optimization; database performance tuning strategies; database capacity planning.

Minimum Education – Bachelor's degree in a related field (e.g. Computer Science, IT, Management Information Systems, Software Engineering,) or equivalent experience IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

SharePoint Administrator

Minimum/General Experience: SharePoint Administrator must have at least four (4) years of experience in administration of Enterprise SharePoint solutions.

Functional Responsibility: Responsible for overall management and maintenance of the system including upgraded versions, third-party solutions, and integration with additional enterprise systems. Documenting policies pertaining to access and usage of SharePoint, development, configuration and maintenance of document libraries, enterprise content types, and site collections. Perform site creation, user training, backup, restore and issue resolution.

Minimum Education – Bachelor's degree in Information Systems, Computer Science or related field. IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

SharePoint Developer

Minimum/General Experience: SharePoint Developers must have at least three (3) years of experience in a related development area.

Functional Responsibility: Design, develop, and implement web applications and SharePoint web-parts. Contribute to SharePoint related policies/procedures, hardware/software architecture, and application integration and maintain related documentation. Participate in life-cycle engagement from functional requirements, design, user-interface development, security access, testing and documentation. Provide SharePoint design work, custom development, documentation and best practices consulting. Lead the design/development of web parts. MS SQL data management including data backup/restores, import/exports, user management, SQL troubleshooting, and job scheduling

Minimum Education – Bachelor's degree in Information Systems, Computer Science or related field. IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

Social Networking/Content Engineering

Minimum/General Experience: Social Networking/Content Engineering personnel must have two (2) years of professional experience within a development team.

Functional Responsibility: Technical design and development of new projects and technology to support marketing and creative release activities. Collaborate with the architecture team in defining and implementing packaging and optimization processes for site-wide CSS and JavaScript libraries. Work with other development teams to define data needs and integration of content. Organize and develop integrations with internal and third party APIs and web-services for things such as social networking, functional mashups and partner integrations. Develop and support functionality related to video display, playback, reporting and file management.

Minimum Education – BA/BS Degree preferred or equivalent work experience.

Network Engineer

Minimum/General Experience: Network Engineers must have six (6) years of technical experience.

Functional Responsibility: Network architecture/design, network management, communication, troubleshooting and diagnostics, Network performance tuning, NW administration including installation, configuration and security; development of monitoring processes and capacity planning. With demonstrated knowledge and skills to install and manage the routers and switches that form the network core, as well as edge applications that integrate voice, wireless, and security into the network.

Minimum Education – Bachelor's degree in engineering or other technical field required. CCNA/CCNP/CCIE or equivalent technical certification is required.

IT Project Management

Minimum/General Experience: IT Project Managers must have five (5) years of IT-related program/project management experience.

Functional Responsibility: Develop Information Technology strategic plans, policies, programs, and schedules for computer services, network communications, and management information services to accomplish program objectives. Acts as the overall technical lead and administrator for the contract effort/program. Also serves as the primary interface and point of contact with government program authorities and representatives on technical and program/project issues. Supervises program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress.

Minimum Education – Bachelors degree in a related field (e.g. Computer Science, IT, Management Information Systems, Project Management, Engineering). IT industry certifications preferred (Project+, PMP, Security+, MCITP, etc.).

Application/Mobile Developer

Minimum/General Experience: Application/Mobile Developers must have two (2) years specialized experience as applications programmer.

Functional Responsibility: Participates in the design of software tools and subsystems. Work with applications engineers and programmers to interpret design requirements and specifications. Able to integrate and test software at system and subsystem level. Analyzes functional business applications and design specifications for functional activities. Translates design into computer software. Works as a member of a team or only under general direction.

Minimum Education – A bachelor's degree in computer science or information systems. IT industry certifications preferred (MCDST; MCITP; MCTS; MOS; A+, Network+, Security+, etc.).

Training Development

Minimum/General Experience: Training Development personnel must have four (4) years of experience in the delivery of training instruction and services.

Functional Responsibility: Organizes, prepares and develops materials for IT training sessions. Provides the Customer with appropriate training to achieve its mission goal and maintain currency in applicable state-of-the-art technologies and business paradigms. Conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms).

Minimum Education – A Bachelor's degree in education, training or related field of study.

Technical Writer

Minimum/General Experience: Technical Writers must have two (2) years of experience editing documents.

Functional Responsibility: Researches, writes, and edits materials for related reports, manuals, briefs, proposals, instructional material, catalogs, technical publications, and/or software and hardware documentation. Obtains technical data from independent observation, review with technical staff members, and/or studies of published materials and existing documentation.

Minimum Education – A Bachelor’s degree in English, Literature, or other related discipline.

Subject Matter Expert (SME)

Minimum/General Experience: SMEs must have eight (8) years of experience handling complex projects.

Functional Responsibility: This is a highly specialized category to fulfill needs of the Government to acquire the services of a recognized expert in a particular discipline. Provides subject matter expertise and project direction in any of the field such as project management, program management, programmer, engineer, analyst, software specialist, software developer, human factors specialist, systems administrator, or database specialist.

Minimum Education – Bachelors Degree or equivalent in a related field. Technical certification in respective field preferred.

Analyst Specialist (Level I)

Minimum/General Experience: Level I Analyst Specialists must have three (3) years of relevant experience.

Functional Responsibility: The work area for this labor category involves business administration, project analysis, cost analysis, space management and Project scheduling. Uses industry recognized methods to deliver work products in analysis, design, system testing, implementation and maintenance in a system life cycle. Candidate may prepare papers that require planning, organizing, developing and analyzing data. The job involves working with automated software tools and candidate should have comprehensive knowledge of information systems and operations including understanding of database administration.

Minimum Education – Bachelor's degree in related field.

Analyst Specialist (Level II)

Minimum/General Experience: Level II Analyst Specialists must have five (5) years of experience in engineering systems.

Functional Responsibility: Under general supervision, applies process improvement and re-engineering methodologies/principles to conduct process modernization projects. Develops functional area process and data models for use in designing and building integrated, shared software and database management systems. Works to determine User requirements for integration in to the application development process.

Minimum Education – Bachelor's degree in related field.

Analyst Specialist (Level III)

Minimum/General Experience: Level III Analyst Specialists must have ten (10) years of experience in engineering systems.

Functional Responsibility: Under minimal supervision, applies process improvement and re-engineering methodologies/principles to conduct process modernization projects. Develops functional area process and data models for use in designing and building integrated, shared software and database management systems. Translates user specifications and input from staff members to design requirements.

Minimum Education – Bachelor's degree in related field. Master’s degree preferred.

Contract Specialist (Level I)

Minimum/General Experience: Level I Contract Specialists must have at least one (1) year of experience as a Contract Specialist or comparable position. Strong computer skills in Microsoft Office Suite applications are required.

Functional Responsibility: Interpreting and applying laws, regulations, policies, standards, or procedures to specific issues. Determining or applying basic mathematical formulas or methods. Searching for and extracting information from files, documents, reports, publications, recordings, or other materials. Using report writing techniques to present factual information. Explaining or justifying decisions, conclusions, findings, or recommendations.

Minimum Education – BS in Business, Pre-Law, or related field.

Contract Specialist (Level II)

Minimum/General Experience: Level II Contract Specialists must have at least two (2) years of experience as a Contract Specialist or comparable position. Strong computer skills in Microsoft Office Suite applications are required.

Functional Responsibility: Managing the assigned contract(s) on a day to day basis, including Directly interfacing with the commercial customer; Ensuring contractual compliance; Identifying and negotiating changes based on design or schedule revisions; Resolving disputes with customers Overseeing/Maintaining the contracts data base, including: Timely retrieval of information from customer electronic portals; Entry of contract information into company data bases; and Invoice tracking.

Minimum Education – BS in Business, Pre-law, or related field. MBA preferred.

Conference Facilitator

Minimum/General Experience: Two (2) years related experience.

Functional Responsibility: Plans and conducts meetings between corporate/industrial managers, program managers, and government. Determines agenda and goals in coordination with sponsor. Works closely with Senior Facilitator if needed, or works independently to provide similar services. Trains other facilitator staff; directs and/or prepares materials. Communicates issues and problems; and works to identify consensus solutions between government and industry representatives. Documents results and provides direction and advice to all levels of personnel involved in the process.

Minimum Education – A Bachelor's degree in a related field.

3.0 USA COMMITMENT TO PROMOTE SMALL BUSINESS

<p style="text-align: center;">USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS</p>

PREAMBLE

AVATAR Computing, Inc. 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 (**POC: Whitney Foster, Phone: 508-459-3778, E-mail: wfoster@avatar-computing.com, Fax: 508-459-3778**).

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.

5.0 CONTRACTOR TEAM ARRANGEMENTS

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 of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the 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.