



Multiple Award Schedule

SIN 511210 – SOFTWARE LICENSES

SIN 54151 – SOFTWARE MAINTENANCE SERVICES

54151S- INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

SIN OLM – ORDER LEVEL MATERIALS

Contract# GS-35F-0449Y

Contract Period of Performance

June 7, 2017 – June 6, 2022

AVATAR Computing, Inc.

67 Millbrook Street, Suite 208

Worcester, MA 01606

Phone - 508.459.3778

Fax - 508.459.3079

www.avatar-computing.com

Contract Administrator: Kristine Phaneuf

Email: kphaneuf@avatar-computing.com



TABLE OF CONTENTS




1.0 General Information	3
2.0 Table of Awarded Special Item Numbers with Pricing	3
3.0 GSA Labor Categories, Pricing and Descriptions	4
4.0 SIN 511210 - Software Licenses - Terms and Conditions	14
5.0 SIN 54151 - Software Maintenance Services – Terms and Conditions	31
6.0 SIN 54151S - Information Technology Professional Services – Terms and Conditions	41



1.0 General Information

AVATAR Computing, Inc. delivers custom Software, and Services to the US Government. We provide unique, solutions that meet diverse Department of Defense customer needs, and their specific initiatives to improve communications, presentation, and data management. AVATAR Computing 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 and Contract Specialist Services.

2.0 Table of Awarded Special Item Numbers

SIN	Product Name	GSA Pricing
		
511210	Bidder's Library Single License	\$85,000
511210	Travel App Single License	\$50,000
		
511210	PrePar3D v4 Professional Plus License	\$1,439
		
54151	Bidder's Library Maintenance	\$15,000
54151	Travel App Maintenance	\$10,000
54151S	Information Technology Professional Services – Labor Pricing and Descriptions	Page 4
OLM	Order Level Materials	

Labor Category	GSA Price Including IFF
Audio/Visual Support Services	\$53.70
Help Desk (Level I)	\$44.10
Help Desk (Level II)	\$55.42
Help Desk (Level III)	\$71.54
System Administrator (Level I)	\$61.46
System Administrator (Level II)	\$69.52
Graphic Designer	\$57.72
Web Designer	\$75.57
Web Developer	\$75.57
Database Administrator	\$60.45
Database Developer	\$69.52
SharePoint Administrator	\$50.38
SharePoint Developer	\$78.59
Social Networking/Content Engineering	\$70.53
Network Engineer	\$74.57
IT Project Manager	\$109.82
Application/Mobile Developer	\$128.97
Training Development	\$78.59
Technical Writer	\$70.53



Subject Matter Expert (SME)	\$115.87
Analyst Specialist (Level I)	\$70.53
Analyst Specialist (Level II)	\$81.57
Contract Specialist (Level I)	\$51.39

Labor Category Descriptions

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 – Bachelor’s degree in a related field (e.g. Computer Science, IT, Management Information Systems,) or equivalent experience. Master’s 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. Bachelor’s 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. Bachelor’s 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 another technical field required. CCNA/CCNP/CCIE or equivalent technical certification is required.

IT Project Manager

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 – Bachelor’s 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 – Bachelor’s 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.



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.



**TERMS AND CONDITIONS APPLICABLE TO
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)**

1. STATEMENT

OPTION 1:

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

(1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

(2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

- b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an



order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 511210:
"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT:

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.



3. LEASE TERM:

a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12-month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein. (1) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l)



and (m). (2) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.





LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

a. When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- (1) Which product(s) is (are) required, including applicable Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) requirements.
- (2) The required delivery date.
- (3) The proposed lease plan and term of the lease.
- (4) Where the product will be located.
- (5) Description of the intended use of the product.
- (6) Source and type of appropriations to be used.

b. The Contractor will respond with:

- (1) Whether the Contractor can provide the required product.
- (2) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (3) The monthly payment based on the rate.
- (4) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (5) A confirmation of the availability of the product on the required delivery date.
- (6) Extent of warranty coverage, if any, of the leased products.
- (7) The length of time the quote is valid.

c. The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issue a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.



3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.



b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction. The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

(1) to purchase the product for the residual value of the product, or

(2) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest



therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

- c. Returns: (1) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
- (2) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
- (3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
- (4) With respect to software, the ordering activity shall state in writing to the Contractor that it has: i deleted or disabled all files and copies of the software from the equipment on which it was installed; ii returned all software documentation, training manuals, and physical media on which the software was delivered; and iii has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

- a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
- (1) can be removed without causing material damage to the product;
 - (2) do not reduce the value of the product; and
 - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
- (1) were not leased from the Contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.



9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5):

a. The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

b. Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day



immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

c. The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

d. The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental.

**Terms and Conditions Perpetual Software
Licenses (SPECIAL ITEM NUMBER 511210)**

1. INSPECTION/ACCEPTANCE

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

2. END USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

- a. AVATAR Computing, Inc. shall provide all End User License Agreements in an editable Microsoft Office (Word) 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.

AVATAR Computing, Inc. First Party Applications:

AVATAR Computing, Inc. warrants any software or application product provided by its Development Team shall conform to applicable specifications as detailed in the attached general descriptions and shall remain free of defects for the duration of the license period agreement. AVATAR Computing, Inc. warrants that any application designs will not contain any computer viruses, worms, trap doors, time bombs, undocumented passwords, disabling code, trojan horses, or similar malicious mechanism or device.

However, AVATAR Computing, Inc. does not warrant data entered, attached, or otherwise provided by clients or other third parties for inclusion in the systems. AVATAR Computing, Inc.'s obligation under this Warranty shall be limited to repair at the



Headquarters (AVATAR Computing, Inc., 67 Millbrook Street, Suite 208, Worcester, MA 01606, (508) 459-3778), or at its option, replacement of defective product. In no event shall AVATAR Computing, Inc. be responsible for incidental or consequential damages whatsoever (including without limitation, special, or indirect damages for personal injury, loss of business profits, compromise of protected information, business interruption, loss of business information, or any other pecuniary loss) to system hardware configuration, or data contained thereon. AVATAR Computing, Inc. shall make good faith efforts, where applicable, to inform customers of potential incidental or consequential damages that could occur by use of its applications, if said potential damages are reasonably foreseeable by AVATAR Computing, Inc. prior to installation and use of the software. This Warranty shall not apply to Products that have been damaged through negligence, accident, any misuse to include software code tampering, or acts or nature such as floods, fires, earthquakes, lightning strikes, etc. AVATAR Computing, Inc.'s liability, whether in contract or in tort, arising out of warranties or representations, instructions or defects from any cause, shall be limited exclusively to application replacement and service restoration to include data archival restoration to the extent practicable under the aforementioned conditions. AVATAR Computing, Inc. requires notification of system interruption within seven calendar days of discovery of the interruption to establish a claim under this warranty. To obtain warranty service for applications, you must first call the AVATAR Commercial Team at (508) 459-3778, Option #1, Monday through Friday, 8 a.m. to 5 p.m. E.S.T. The telephone representative will provide further information, including scheduling of service at Warrantees facility if appropriate. During the period of this limited Warranty, AVATAR Computing, Inc. will provide Technical Support at no additional charge to you. Technical Support is limited to application support installed by AVATAR Computing, Inc.

The above Warranty applies to services and applications provided by AVATAR Computing, Inc. AVATAR Computing, Inc. may, at the warrantee's request, provide hardware, software, firmware or other information technology from Original Equipment Manufacturers or other third parties. Equipment and services provided, but not manufactured by AVATAR Computing, Inc., are warranted and will be repaired to the extent of and according to the current terms and conditions of the respective manufacturers. In no event shall AVATAR Computing, Inc. be liable for consequential, incidental, special, indirect or punitive damages or attorney fees or court costs, in relation to any failure of the hardware, software, firmware or information technology provided by AVATAR Computing, Inc. to perform as specified in this warranty. Monetary damages relating to this warranty, whether arising in contract or in tort, or otherwise,



shall be limited to the contract price for the specific hardware, software, firmware or information technology subject to a warranty claim.

Disputes regarding this warranty shall be resolved in accordance with FAR clause 52.233-1, Disputes.

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b) (2)

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. Contact the AVATAR Commercial Team Help Desk, at (508) 459-3778, Option #1, Monday through Friday, 8 a.m. to 5 p.m. E.S.T. for the purpose of providing user assistance and guidance in the implementation of the software.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type):
(1) Software Maintenance as a Product (SIN 511210)

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 is 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 Frequently Asked Questions (FAQ's), 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 services.

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.

AVATAR Computing includes Software Debugging, Configuration, and Knowledge base as additional Maintenance Value adds.

6. UTILIZATION LIMITATIONS (SIN 511210)

- 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 above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
- 6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.



(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option1 - SIN 511210)

Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

(9) Reallocation of Perpetual Software (Option 2 SIN 511210)

a. The purpose of SIN 511210 Option 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

b. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the



software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

c. Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

d. The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

e. As a matter of convenience, once the original licenses are deactivated, dis-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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



3.0 Software Maintenance Services

**TERMS AND CONDITIONS APPLICABLE TO
INFORMATION TECHNOLOGY PRODUCTS SOFTWARE MAINTENANCE SERVICES –
(SPECIAL ITEM NUMBER 54151)**

1. STATEMENT

OPTION 1:

a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS:

a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

(1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

(2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.



b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION:

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 511210: "The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT:

a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.



b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12-month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.



4. LEASE TERMINATION:

a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein. (1) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m). (2) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work



performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.



LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

a. When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- (1) Which product(s) is (are) required, including applicable Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) requirements.
- (2) The required delivery date.
- (3) The proposed lease plan and term of the lease.
- (4) Where the product will be located.
- (5) Description of the intended use of the product.
- (6) Source and type of appropriations to be used.

b. The Contractor will respond with: (1) Whether the Contractor can provide the required product.

- (2) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (3) The monthly payment based on the rate.
- (4) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (5) A confirmation of the availability of the product on the required delivery date.
- (6) Extent of warranty coverage, if any, of the leased products.
- (7) The length of time the quote is valid.

c. The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issue a



delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.



6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a “base value” for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction. The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.



7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

(1) to purchase the product for the residual value of the product, or (2) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.

c. Returns:

(1) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(2) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

(4) With respect to software, the ordering activity shall state in writing to the Contractor that it has:

i: deleted or disabled all files and copies of the software from the equipment on which it was installed;

ii: returned all software documentation, training manuals, and physical media on which the software was delivered; and

iii: has no ability to use the returned software.



8. UPGRADES AND ADDITIONS:

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions: (1) can be removed without causing material damage to the product; (2) do not reduce the value of the product; and (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which: (1) were not leased from the Contractor, and (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.



11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5):

- a. The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- b. Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- c. The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- d. The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”



4.0 Information Technology (IT) Professional Services

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

FPDS Code D301IT Facility Operation and Maintenance

FPDS Code D302IT Systems Development Services

FPDS Code D306IT Systems Analysis Services

FPDS Code D307Automated Information Systems Design and Integration Services

FPDS Code D316IT Network Management Services

FPDS Code D317Creation/Retrieval of IT Related Automated News Services, Data Services,
or
Other Information Services (All other information services belong under
Schedule 76)

FPDS Code D399Other Information Technology Services, Not Elsewhere Classified

*****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 54151S 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. DISCOUNTS: Basic Discounts to 9.64% - 31.08%.

- 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**

14. RESUMES

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

15. 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.



16. 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.

17. 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 catalog 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